

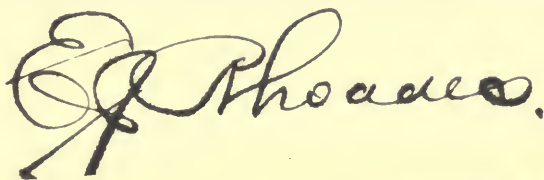


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Paste this in your Moffett's Civil Form Book.

DEPOSITIONS—Page 300. 29th, Leg. 1905 P. 106—Art. 2274a repealed and Arts. 2282 and 2284 amended and Arts. 2291a, 2291b, 2291c, 2291d, 2291e, 2291f, and 2291g added—by 30th Leg. 1907, page 186.

A handwritten signature in cursive script, reading "E. P. Thoeau". The signature is written in dark ink and is centered on the page.

Paste this in your Moffett's Civil Form Book.

Pages 365, Moffett's 2nd Edition Moffett's Civil Form Book. INTOXICATING LIQUORS—REGULATING SALES. Dealer's Application for a permit to apply for a license and bond. See Acts of 30th Legislature, 1907. Pages 258-269—Became a law August 12th, 1907, since the publication of this Book.

1870

TEXAS
CIVIL FORM BOOK

WITH

FORMS OF PLEADINGS, REMOVAL OF CAUSES FROM STATE
TO FEDERAL COURTS, THE FORMS AND LAW OF
BANKRUPTCY OF 1898 AND AMENDMENTS
APPROVED FEBRUARY 5, 1903, AND
COURT RULES OF TEXAS

By

J. W. MOFFETT, COUNSELOR-AT-LAW
Midland, Texas

EL PASO, TEXAS
GAMMEL PUBLISHING COMPANY
1907

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PREFACE FIRST EDITION.

In submitting this work to the legal profession of Texas, I trust it will meet with such favor as it may merit. Neither time nor labor has been spared in the endeavor to prepare a work which will be of great benefit and convenience to the profession. A correct and complete form book is a valuable addition to any library in Texas. Just such a work the writer has endeavored to prepare. There are two classes of the legal profession who may not be benefited by such a work — the lawyer who knows too much law to even refer to a form book, and the one who depends upon it entirely. These are the two extremes in the legal profession. The writer does not claim perfection for this work, but such mistakes as it may contain, it is trusted, will be of minor importance. The writer has endeavored to follow substantially the forms laid down in the statutes of this State and other standard works, with such additional forms as have never been published in any work. He has endeavored to embrace most of the practical civil forms for Texas. Under each form is given the article of the statute with the law, and such comments as were deemed most helpful and necessary. This work contains more forms than is now contained in any other civil form book of Texas. In pleadings, it contains only such forms as the writer deemed most helpful to the practitioner. An effort has been made to cover all civil forms which may arise during the trial of a cause in the justice's court to the Court of Civil Appeals and the Supreme Court. It contains the form for removal of a cause from the State to the Federal Court and the law and forms in bankruptcy of 1898, and amendment approved February 5, 1903, together with the late court rules of Texas. No attempt has been made, with but a few exceptions, to cite any authorities in this work. This book is entitled "The Texas Civil Form Book."

Trusting the same may prove beneficial and helpful, I submit it to the legal profession of Texas. Respectfully submitted,

J. W. MOFFETT.



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PREFACE SECOND EDITION.

The first edition of this work appeared the latter part of 1903 and every copy of that issue has been disposed of, and the writer was requested to prepare a second edition for publication.

The rapid sale of the work, together with the many letters of commendations of the work from many of the leading lawyers of the State, was sufficient inducement and encouragement to the writer for offering the second edition to the legal profession of Texas.

This edition contains all of the forms contained in the first edition together with such additional forms that were deemed most helpful. It is the hope of the writer that this edition may even prove more beneficial and helpful than the first edition.

Respectfully submitted,

J. W. MOFFETT.

MIDLAND, TEXAS, *July*, 1907.

TEXAS CIVIL FORMS

AND

FORMS OF PLEADINGS.

No. 1.

ADOPTION OF HEIR.

The State of Texas, County of.....

Know all men by these presents, that I....., a resident ofCounty, Texas, wishing to confer upon....., a minor, and resident of said county, and son of....., who also resides in said county, all the rights and privileges, both in law and equity, of a legal heir, do, in consideration thereof, hereby adopt the said..... as my legal heir, to all the intents and purposes of the statutes of this State in such cases made and provided.

Witness my hand at....., Texas, this....day of....., A. D. 19..

.....

The State of Texas, County of.....

Before me, the undersigned authority, on this day personally appeared....., known to me (or proved to me on the oath of) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this....day of....., A. D. 19..

(Seal.)

.....
Notary Public in and for.....County, Texas.

R. S. Art. 1 (1).

AFFIDAVITS, OATHS AND AFFIRMATIONS.

R. S. Arts. 3-8 (3-8).

No. 2.

AFFIDAVIT.

The State of Texas, County of.....

Before me, the undersigned authority, this day personally came and appeared....., to me well known, and who, after being by me

duly sworn, did depose and say.....(here set out fully the matter to be sworn to).

Sworn to and subscribed before me, this....day of....., A. D. 19..

(Seal.)

R. S. Art. 6 (6).

No. 3.

AFFIDAVIT TO AN ACCOUNT.

The State of Texas, County of.....

Before me, the undersigned authority, on this day personally appeared(if agent or attorney makes the oath, add agent, or attorney for.....) who being by me duly sworn, states on oath that the foregoing and annexed account in favor of..... against.....for the sum of.....dollars, is, within the knowledge of affiant, just and true; that it is due and unpaid, and that all just and lawful offsets, payments and credits have been allowed.

Sworn to and subscribed before me, this....day of....., A. D. 19..

(Seal.)

R. S. Art. 2323 (2266).

No. 4.

DENIAL UNDER OATH OF VERIFIED ACCOUNT.

.....vs..... In..... Court of..... County, Texas,Term, A. D. 19..

Now comes....., defendant (or plaintiff) in the above entitled and numbered cause, and denies the verified account of plaintiff (or defendant, as the case may be) filed in this cause, and says that said account is not just or true, in whole or in part (if part only of said account is denied, then state, that the following items of said account are not just or true, to wit:.....(here state such items).

....., defendant (or plaintiff) in the above entitled and numbered cause, being duly sworn by me, the undersigned authority, upon his oath says, that the facts as stated in the above instrument of writing are true and correct.

Sworn to and subscribed before me under my official hand and seal, this the....day of....., A. D. 19..

(Seal.)

R. S. Art. 2323 (2266).

No. 5.

COMPLAINT IN LUNACY.

The State of Texas, County of..... In the County Court ofCounty. Lunacy.

Before me, the undersigned authority, on this day personally appeared....., who after being by me duly sworn, on his oath deposes and says that.....of.....County, Texas, is of unsound mind, and that the welfare of himself and of others requires that he be placed under restraint.

.....

Sworn to and subscribed before me, this the....day of....., A. D. 19..

.....

County Judge.....County, Texas.

R. S. Art. 128 (106).



No. 6.

SCHOOL TRUSTEE'S OATH OF OFFICE.

The State of Texas, County of..... Department of Education.

I,....., having been.....trustee of School District No... in.....County, Texas, do solemnly swear that I can read and write the English language, that I have been a resident of said district for the six months last past, and that I will faithfully and impartially discharge my duties as School Trustee according to law and the rules and regulations of the County Superintendent of Public Instruction, and the State Superintendent of Public Instruction, during the term for which I have been elected (or appointed, as the case may be), beginning the....day of....., A. D. 19.., and ending the....day of....., A. D. 19..

.....

Trustee of School....., County of.....

Postoffice address.....

Sworn to and subscribed before me at, Texas, this the day of....., A. D. 19..

(Seal.)

.....

R. S. Arts. 3953-3955.

APPRENTICES.

R. S. Arts. 23-48 (18-41).

No. 7.**APPLICATION FOR AN APPRENTICE.**

The State of Texas, County of..... In County Court of.....
County, Texas,.....Term, A. D. 19..

To the Honorable County Court of said County:

Now comes your petitioner....., who resides in.....
County, Texas, and respectfully represents to the court, that.....,
also a resident of said county and State, is a minor and orphan, under the
age of fourteen years, and that said minor is without sufficient estate
for his maintenance and education, and applicant further represents,
that he feels an interest in the welfare of said minor, and believes it
would be to the interest of said minor to learn the trade of.....;
your petitioner further represents, that he is skilled in said trade and
now engaged in carrying on said trade in said county, as his regular
occupation.

Wherefore, your petitioner prays the court that citation issue herein
as the law directs, and at the next regular term of this court to be held
for probate purposes, an order be granted apprenticing said minor to
your petitioner, according to the law in such cases made and provided.

R. S. Art. 23 (18).
.....

The county court may bind a minor as an apprentice—

1. When such minor is an orphan and without sufficient estate for his maintenance and education,
2. When the parents of such minor have suffered him to become a charge upon the county,
3. When the parents of such minor, not being a charge on the county, shall consent in writing to such apprenticeship, which consent shall be signed by them, and filed and entered of record in such court.

R. S. Art. 23 (18).

No. 8.
CITATION FOR APPRENTICING A MINOR.

The State of Texas, County of To the Sheriff, or any Con-
stable, of said County, Greeting:

You are hereby commanded, that you summons, by posting a copy of
this citation at each of three public places in said county, one being the
courthouse thereof, all persons interested in the welfare of.....,
a minor, who resides in said county, to be and appear at the next regular

term of the county court of said county to be held for probate purposes at the courthouse thereof in, on the first Monday in, A. D. 19. ., the same being the day of said month, and then and there contest the application of, now on file in my office, asking the court then and there to apprentice the said to him, the said

Herein fail not, but make due return of this writ with your action thereon as the law directs.

Witness my hand officially and the seal of said court hereon impressed, this day of, A. D. 19. .

(Seal.)

.....
Clerk County Court of County, Texas.

A minor shall not be apprenticed without citation in the same manner as is provided in the case of an application for the guardianship of a minor.

R. S. Art. 26 (21).

No. 9.

SERVICE OF CITATION—BY POSTING.

Came to hand at o'clock a. m. on the day of, A. D. 19. ., and served on the day of, A. D. 19. ., at o'clock a. m. by posting up in public view a copy of the within citation, at each of three public places in County, Texas, to wit: The courthouse of said county, and at, and, no two of which places are in the same town. The distance actually traveled in the execution of such process is miles.

.....
Sheriff, County, Texas.

By, Deputy.

28 Leg., 1903, p. 81.

No. 10.

WAIVER OF CITATION AND SELECTION, BY MINOR OVER FOURTEEN YEARS OF AGE, OF PERSON TO WHOM HE DESIRES TO BE APPRENTICED.

The State of Texas, County of Application for Apprenticeship in County Court of County, Texas.

And now comes, the minor mentioned in the application of, for apprenticeship, being over fourteen years of

age, and waives the issuance of citation by personal service and hereby selects, to whom he desires to be apprenticed.

R. S. Art. 29 (24).

No. 11.

OBLIGATION OF THE PERSON TO WHOM THE MINOR IS APPRENTICED.

The State of Texas, County of

Know all men by these presents, that we,, as principal, and and as sureties, are held and firmly bound unto, a minor apprenticed to the said by the County Court of County, Texas, in the sum of dollars; conditioned that the above bound will furnish said minor sufficient food and clothing, and will treat him humanely; that he will teach or cause to be taught to said minor the trade (or occupation) of; that he will furnish said minor medicine and medical attention when necessary; and that he will, if practicable, send said minor to school at least three months in each year, during the continuation of his apprenticeship, after he is ten years of age, and within the scholastic age, and will not remove said minor out of the county of without the leave of the court; and that he will not remove said minor out of the State.

Witness our hands this day of, A. D. 19..

.
.
.

R. S. Art. 28 (23).

Approved by me this day of, A. D. 19..

.
County Judge, County, Texas.

R. S. Art. 30 (25).

No. 12.

CONTRACT OF APPRENTICESHIP.

The State of Texas, County of

Know all men by these presents, that this contract, made and entered into on this day of, A. D. 19.., witnesseth, that, the son of, and, of County, Texas, being years of age, by and with the consent and advice of his said father and mother, who are not a charge on said county, testified their becoming a party hereto, hath bound and put himself, and by these

presents doth bind and put himself, apprentice to, of said State and county, after the manner of an apprentice, to dwell with and serve the said from the day of the date hereof until the . . . day of, A. D. 19. ., during which term the said apprentice shall and will faithfully serve his said master, and honestly and obediently in all things as a dutiful apprentice ought to do.

And the said shall and will furnish said minor sufficient food and clothing; that he will treat said minor humanely, and will teach, or cause to be taught to said minor the trade and art of a; that he will furnish said minor medicine and medical attention when necessary; that he will, if practicable, send said minor to school at least three months in each year during the continuance of such apprenticeship, after he is ten years of age, and within the scholastic age, and will and shall provide him with such school books that may be necessary, and at the expiration of the term of said apprenticeship, shall and will give said minor

Witness our hands this . . . day of, A. D. 19. .
.
.
.

The State of Texas, County of

Before me, the undersigned authority, on this day personally appeared, and, parties to the above and foregoing instrument in writing, each known to me to be the persons whose names are subscribed thereto, each acknowledged to me that they executed and delivered the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this . . . day of, A. D. 19. .

(Seal.)
R. S. Art. 23 (18).

No. 13.

ORDER APPRENTICING MINOR.

No. Apprenticeship of, a Minor. In County Court of County, Texas.

On this . . . day of, A. D. 19. ., came on to be heard the application for the apprenticeship of, a minor of the age of years, residing in said county of, and it appearing that notice of this proceeding has been given as required by law, and that said minor ought to be bound as an apprentice, and, a citizen and resident of said county, having given an obligation as guardian in the sum of dollars, bearing date on the . . . day of, A. D. 19. ., which has been approved and filed as required by

law, it is ordered that said bond be recorded in the minutes of this court, and that said..... is hereby authorized and empowered to take charge and control of said minor and to retain the same until he arrives at the age of twenty-one years. (If the minor is a female, the last clause of the order should read as follows: and to retain the same until she arrives at the age of eighteen years, or until she marries, if she marries before that age.)

ARBITRATION.

R. S. Art. 31 (26).
 In General, R. S. Arts. 47-61 (42-56).
 Of grievances between employer and employee. R. S. Arts. 61a-61k.

No. 14.

AGREEMENT OF ARBITRATION.

The State of Texas, County of

Whereas a controversy is now pending between.....andin relation to the price to be paid by the said..... to the said.....for the labor and services rendered by said, for and in behalf of said....., and at his special instance and request, in purchasing cattle for said....., and forwarding the same to him at....., Texas, from....., during the month of....., A. D. 19.., (or, here state such grounds that may exist) for which services the said..... claims the sum of..... dollars. Now, therefore, we,..... as plaintiff, and..... as defendant, do hereby agree to arbitrate the differences or matters in dispute between us and submit said controversy, and all matters therewith connected, to the arbitration of....., chosen by said, and....., chosen by said....., each being over the age of twenty-one years, and not related to either party by consanguinity or affinity, and possessing the qualifications of jurors, and who are not interested in the result of the cause to be submitted for their decisions, in accordance with the provisions of the statute in such case made and provided. This agreement shall be filed (if \$200.00 or less, exclusive of interest) with....., justice of the peace in and for precinct No., in said county and State, for such other proceedings upon his part as are required by law.

Witness our hands this....day of....., A. D. 19..

....., Plaintiff.
, Defendant.

R. S. Art. 48 (43).

The agreement of arbitration shall be filed in the court having jurisdiction of the amount as in other cases.

R. S. Art. 49 (44).

When such agreement is filed, the justice of the peace or the clerk of the county or district court, as the case may be, shall forthwith designate a day for the trial of the cause, not less than two days thereafter, and shall issue process for such witnesses as either party may desire, returnable on the day fixed for trial.

R. S. Art. 50 (45).

Oath of arbitrators: "You do solemnly swear (or affirm) that you will fairly and impartially decide the matter in dispute between, the plaintiff, and, the defendant, according to the evidence adduced and the law and equity applicable to the facts proved, so help you God."

R. S. Art. 51 (46).

Parties may reserve the right of appeal.

R. S. Art. 56 (51).

No. 15.

AWARD OF ARBITRATORS.

.vs.

The undersigned arbitrators, selected by the above entitled parties in their agreement dated on the . . . day of, A. D. 19 . . ., and filed with, a justice of the peace in and for precinct No., in County, Texas, having, on the . . . day of, A. D. 19 . . . (being the day assigned by the justice for the trial of said controversy), been duly sworn, and having heard the allegations, and proofs of the parties, have agreed and do decide that the services of, for the month of, A. D. 19 . . ., are worth the sum of dollars (or here state the decision of the arbitrators), and that shall pay said sum, and all costs in this behalf incurred.

Witness our hands this . . . day of, A. D. 19 . . .

.
.

R. S. Art. 54 (49).

Such award shall be entered and recorded as the judgment of the court, with like effect as other judgments of said court, and upon which execution may issue as on ordinary judgments.

No. 16.

JUDGMENT FOR THE PLAINTIFF ON THE AWARD OF ARBITRATORS.

.....vs..... No. In Justice Court, Precinct
No.,County, Texas,day of, A. D. 19..

This day came the parties by their attorneys, and it appearing to the court that this cause has been duly referred, according to the statute in such case made and provided, to.....and....., arbitrators, to hear and determine, and that the award of said arbitrators was filed in this court on the...day of....., A. D. 19.., in substance as follows: (here set out award of arbitrators.)

It is therefore ordered that said award be and the same is now entered and reentered as the judgment of this court, and execution issue thereon.

.....

The award is filed with the justice or clerk, as the case may be, and entered and recorded at the succeeding term of the court.

R. S. Art. 54 (49).

 No. 17.

APPLICATION FOR AN APPEAL.

The State of Texas, County of..... In Justice Court, Precinct
No.,County, Texas., Justice of the Peace.

Now comes....., and respectfully represents to the court that the award rendered on the...day of....., A. D. 19.., byand....., arbitrators, duly appointed by an agreement for arbitration, filed in this court, wherein..... is plaintiff and..... is defendant, and the judgment entered thereon in this court on said date is unjust and contrary to law and the evidence.

Wherefore the said.....hereby appeals from the award of said arbitrators and judgment in said cause, and prays the court that said.....be cited to appear at the next regular term of your honor's court and make his defense herein, etc.

.....

R. S. Art. 56 (51).

Upon the filing of the application for appeal, the same shall be noted on the docket of the court, and the opposite party served with a citation, as in ordinary cases of suit by petition. Upon return of service upon the opposite party, the cause shall stand for trial de novo as in ordinary cases.

R. S. Art. 57 (52).

After an agreement to arbitrate is filed as prescribed in article 49, the parties thereto shall be bound to that mode of trial. Such agreement may be pleaded in bar to any suit thereafter by either the plaintiff or defendant when either has refused to proceed under such agreement.
 R. S. Art. 59 (54).

ALIENS.

Ownership of lands inhibited. R. S. Arts. 9-16.
 R. S. Sec. 5-16 (2165-2174).
 How naturalized. R. S. Sec. 5-16 (2165-2174).

No. 18.

DECLARATION OF INTENTION.

The State of Texas, County of..... In.....Court of.....
 County, Texas.

Before me, the undersigned authority, on this day personally appeared..... who declares upon oath that he is the natural born subject of.....; that he was born in.....; that he is.....years of age; that he emigrated to the United States of America and arrived at the port of.....in the State of.....on or about the...day of....., A. D. 19..; that he is now residing in.....County, Texas; that it is his bona fide intention to become a citizen of the United States, and renounce forever all allegiance and fidelity to any foreign prince, potentate, state or sovereignty whatsoever, particularly any and all allegiance to the king of....., of whom he is now a subject, and that he will bear true allegiance to the United States, and support the Constitution of the same.

Subscribed and sworn to before me, this...day of....., A. D. 19..

Witness my hand and seal of office, at....., this...day of....., A. D. 19..

.....
Court,County, Texas.
 By....., Deputy.

R. S. Sec. 5 (2165).

Declaration may be made before a circuit or district court of the United States, or a district or supreme court of the territories, or a court of record of any of the States having a common law jurisdiction, and seal and clerk, or before the clerk of any of said named courts, two years, at least, prior to his admission. Persons residing in the United States before January 29, 1795, may admitted to become a citizen, by making the necessary proof, that he has resided two years, at least,

within the jurisdiction of the United States, and one year, at least, immediately preceding his application, within the state or territory where such court is at the time held.

Persons residing in the United States and under its jurisdiction, between the 18th day of June, 1798, and the 18th day of June, 1812, and who has continued to reside within the same, may be admitted to become citizens without having made any previous declaration of his intention to become such, by making the necessary proof of five years continued residence within the United States.

No. 19.

CERTIFICATE OF DECLARATION OF INTENTION.

UNITED STATES OF AMERICA.

The State of Texas, County of.....

Be it remembered that on this....day of....., A. D. 19.., before me, clerk of the.....Court in and for said State and county, personally appeared....., who, being duly sworn (or affirmed) according to law, did declare and say he is a native of....., and a subject of the king of; that he is now residing in the county of....., State of Texas; that he is twenty-two years of age, or thereabouts, and that it is bona fide his intention to become a citizen of the United States, and to renounce forever all allegiance and fidelity to any foreign prince, potentate, state or sovereignty whatever, and particularly to the king of....., of whom he is now a subject.

In witness whereof I have hereunto set my hand and affixed the seal of said court this....day of....., A. D. 19..

.....
Clerk,Court,County, Texas.

No. 20.

PETITION AND AFFIDAVIT FOR FINAL NATURALIZATION PAPERS.

The State of Texas, County of..... In.....Court,
Term, A. D. 19..

To the Hon., Judge of said Court:

Your petitioner....., respectfully shows that he is an alien and a native of....., above the age of twenty-one years; that on the....day of....., A. D. 19.., before.....clerk of..... County, State of Texas, he declared on oath that it was bona fide his

intention to become a citizen of the United States, and to renounce forever all allegiance and fidelity to any foreign prince, potentate, state or sovereignty whatever, and particularly to the....., of whom he was before a subject, a certificate of which is hereto attached. Petitioner further shows that he has resided within the United States upwards of five years, and in the State of Texas one year, both periods immediately preceding this, his application to become a citizen of the United States; that he has never borne any hereditary title or been of any of the orders of nobility. He therefore prays that on his making proof and taking the oath prescribed by law, he may be admitted a citizen of the United States of America.

.....

Sworn to and subscribed before me, this...day of....., A. D. 19..

.....

Clerk of the.....Court,County, Texas.

We,and, do solemnly swear that we are well acquainted with....., the petitioner; that to our knowledge he has resided within the United States five years, and in the State of Texas one year, both periods immediately preceding this, his application to become a citizen; that during said time he has behaved as a man of good moral character, attached to the principles of the Constitution of the United States, and well disposed to the good order and happiness of the same.

.....

.....

Sworn to and subscribed before me, this...day of....., A. D. 19..

.....

Clerk of the.....Court of.....County, Texas.

I,....., do solemnly swear that I will support the Constitution of the United States of America, and I do absolutely and entirely renounce and abjure all allegiance and fidelity to any foreign prince, potentate, state or sovereignty whatever, and particularly to the....., of whom I was before a subject.

.....

Sworn to and subscribed before me, this...day of....., A. D. 19..

.....

Clerk of the.....Court,County, Texas.

No. 21.

ORDER ADMITTING TO CITIZENSHIP.

The State of Texas, County of..... In the..... Court of
.....County, Texas,Term, A. D. 19..

On this the...day of....., A. D. 19.., came on to be considered the application of....., a native of....., praying to be admitted to become a citizen of the United States; and it appearing to the court that he had declared on oath (or affirmation), before the clerk of the.....court in and for the county of....., State of Texas, on the...day of....., A. D. 19.., that it was bona fide his intention to become a citizen of the United States, and to renounce forever all allegiance and fidelity to any foreign prince, potentate, state or sovereignty whatsoever, and particularly to the king of....., of whom he was at that time a subject; and the said.....having on oath declared, and also made proof thereof, agreeably to law, to the satisfaction of the court, that he had resided one year and upwards within the State of Texas, and within the United States of America upwards of five years, both periods immediately preceding his application, and that during said period of five years he had behaved as a man of good moral character, attached to the principles of the Constitution of the United States, and well disposed to the good order and happiness of the same; and having declared on oath (or affirmation) before the said court, that he would support the Constitution of the United States, and that he did absolutely and entirely renounce and abjure all allegiance and fidelity to every foreign prince, potentate, state and sovereignty whatsoever, and particularly to the king of....., of whom before he was a subject; and having in all respects complied with the laws in regard to naturalization.

It is therefore ordered, adjudged and decreed by the court, that the said.....be and he is hereby admitted to all the rights, immunities, and privileges of a citizen of the United States of America, in terms of the Constitution and laws of the same; and it is further ordered that the clerk of this court enter this order together with all the proceedings aforesaid, of record in this court, and issue to.....certificate of naturalization, he having first paid the cost herein incurred.

No. 22.

CERTIFICATE OF NATURALIZATION.

The State of Texas, County of.....

Be it remembered, that at the district court for the county of....., State of Texas, held at the courthouse thereof, in the city of....., Texas, on the...day of....., A. D. 19..,a native of

....., exhibited his petition, praying to be admitted to become a citizen of the United States; and it appearing to the court that he had declared on oath (or affirmation), before the clerk of the district court in and for the county aforesaid, on the...day of....., A. D. 19.., that it was bona fide his intention to become a citizen of the United States, and to renounce forever all allegiance and fidelity to any foreign prince, potentate, state or sovereignty whatsoever, and particularly to the king of....., of whom he was at that time a subject; and the said.....having on oath declared, and also made proof thereof, agreeably to law, to the satisfaction of the court, that he had resided one year and upwards in the State of Texas, and within the United States of America upwards of five years, both periods immediately preceding his application, and that during said period of five years he had behaved as a man of good moral character, attached to the principles of the Constitution of the United States, and well disposed to the good order and happiness of the same; and having declared on oath (or affirmation) before the said court that he would support the Constitution of the United States, and that he did absolutely and entirely renounce and abjure all allegiance and fidelity to every foreign prince, potentate, state and sovereignty whatsoever, and particularly to the king of....., of whom he was before a subject; and having in all respects complied with the laws in regard to naturalization; thereupon the said court admitted the said.....to become a citizen of the United States, and ordered all the proceedings aforesaid to be entered in the records of said court.

In witness whereof, I,....., clerk of the district court in and for the county of....., State of Texas, have hereunto signed my name and affixed the seal of said court, this...day of....., A. D. 19..

(Seal.)

.....
Clerk District Court,County, Texas.

TEMPORARY ADMINISTRATION.

No. 23.

ORDER APPOINTING TEMPORARY ADMINISTRATOR.

No. Estate of....., Deceased. In the County Court of
.....County, Texas, Sitting in Probate.Term, 19..

The State of Texas, County of..... To All to Whom These Presents May Come — Greeting:

Be it Known, that whereas, it having been made known to me as county judge of said county, that.....departed this life on the
...day of....., A. D. 19.., in the County of.....in the State of

Texas, where the said deceased had h.. residence and domicile prior to and at the time of h.. death, and that ..he died possessed of an estate consisting of real and personal property of the probable value ofdollars.

And it appearing to me in my official capacity, that it would be to the best interest of the estate of said deceased, that the following matters concerning the estate be attended to at once, viz: and further that the interests of said estate require the immediate appointment of an administrator, and that.....who has made application therefor to me, is a suitable person to act as temporary administrator of said estate.

Now therefore, I,, Judge of the County Court in and for the county aforesaid, have on this the day of, A. D. 19.., and do hereby appoint the said.....temporary administrator of the estate of, deceased, with authority and full power toand for the faithful performance of which, as well as of all duties under this appointment, the execution of a good and lawful bond in the sum of.....dollars is hereby required of him, the said, as such temporary administrator.

And it is hereby ordered that this appointment shall not take effect nor be delivered to the said temporary administrator, until the same shall have been recorded in the probate minutes of.....County, and until the clerk of this court shall have endorsed on this appointment, a certificate that the same has been so recorded, and until the said temporary administrator has taken the oath and has given bond as required herein and as required by law;

And ordered that this appointment shall cease to be of force on the day designated for taking up probate business at the.....Term, A. D. 19.., of this court, the same being the first term of the county court held next after the date of this order, unless at that term it be continued in force by an order entered upon the minutes in open court;

And further ordered that the said temporary administrator shall have and exercise only such rights and powers with regard to this estate, or such portions thereof as are or may be committed to his charge, as are specifically and clearly expressed in this order and appointment, and that at the expiration of the term for which he is appointed he shall file with the clerk of the county court of.....County, a list of all the property of the estate which has come to his hands, a return of all sales made by him, if any, and a full exhibit and account of all his acts as such temporary administrator, all of which shall be verified by his affidavit.

Witness my hand and seal of the County Court, this the....day of, A. D. 19..

.....
Judge County Court,County.
By....., Deputy.

Attest:, Clerk County Court County, Texas.
R. S. Art. 1930 (1877).

No. 24.

CLERK'S CERTIFICATE OF TEMPORARY ADMINISTRATOR.

The State of Texas, County of.....

I,, Clerk of the County Court in and for the county and State aforesaid, do hereby certify that the foregoing and attached order of the Hon., County Judge of County, Texas, appointing.....temporary administrator of the estate of..... deceased, has been duly recorded in the probate minutes of said court, in Book...., pages...., and I further certify that the said..... has taken the oath and has given bond as required by law.

Witness my hand and official seal, at office in, Texas, this ... day of....., A. D. 19..

.....
Clerk County Court,County, Texas.
By....., Deputy.

R. S. Art. 193 (1878).

No. 25.

OATH OF TEMPORARY ADMINISTRATOR.

I do solemnly swear that I will well and truly perform the duties of temporary administrator of the estate of....., deceased, in accordance with law, and with the order of the court appointing me such administrator.

.....
Sworn to and subscribed before me, this the day of, A. D. 19..

.....
R. S. Art. 1940 (1877).

No. 26.

BOND OF TEMPORARY ADMINISTRATOR.

The State of Texas, County of.....

Know all men by these presents, that we, as principal, and and as sureties, are held and firmly bound unto the county judge of the county of, and his successors in office, in the sum of.....dollars, conditioned that the above bound, who has been appointed by the county judge of.....

County, Texas, administrator of the estate of....., deceased, shall well and truly perform all the duties required of him under said appointment.

.....
.....
.....

Approved by me, this the...day of... .., A. D. 19..

.....
County Judge,County, Texas.

R. S. Art. 1942 (1889).

Art. 1942 (1895) amended by 25th Leg. (1897), Sec. 1, Art. 1942, p. 58.

ADMINISTRATION.

R. S. Arts. 1840-2263 (1789-2208).

No. 27.

APPLICATION FOR LETTERS OF ADMINISTRATION.

In the matter of the Estate of....., Deceased. In County Court of.....County, Texas,Term, 19..

To the Honorable....., Judge of the County Court of..... County, State of Texas:

This, the application of....., a resident of.....County, respectfully shows: Thatis dead; that ..he died on or about the...day of....., A. D. 19.., in the county of.....and State of.....; that ..he died intestate; that said deceased was, at the time of h.. death, a resident of the county of....., State of Texas; that at the time of h.. death, the said was seized and possessed of real and personal property of the probable value ofdollars. That a necessity exists for an administration upon said estate for the following reasons: (here state the necessity for administration). That your applicant is not disqualified by law to act as administrator.

Wherefore your applicant prays that citation issue hereon, as the law provides, and that upon a hearing and the proofs adduced, letters of administration issue to applicant, and that all further and necessary orders be made in the premises.

.....
Applicant.

Dated.....19..

R. S. Art. 1888 (1835).

No. 28.

CITATION ON APPLICATION FOR LETTERS—ESTATES.

The State of Texas, to the Sheriff or any Constable of County—
Greeting:

You are hereby commanded to cause to be posted for ten days, exclusive of the day of posting, before the return day hereof in three of the most public places in County, one of which shall be at the courthouse door, and no two of which shall be in the same city or town, copies of the following citation:

The State of Texas, to all persons interested in the Estate of ,
Deceased.

Know ye that having filed in the County Court of County, an application for letters of administration upon the estate of , deceased;

Now, therefore, these are to notify you, and each of you, who are interested in said estate, to be and personally appear at the next regular term of the honorable county court, to be holden at the courthouse of said county, in on the Monday in , A. D. 19 . . , same being the day of , A. D. 19 . . , then and there to contest said application should you desire to do so.

Herein fail not, but of this writ make due return showing how you have executed the same.

Witness my hand and official seal this day of , A. D. 19 . .
(Seal.)

County Court, County, Texas
By , Deputy.

R. S. Art. 1889 (1836).

Shall be served by posting for at least ten days, exclusive of the day of posting, before the first day of the term of the court to which such citation is returnable.

R. S. Art. 1890 (1837).

No. 29.

FORM OF ORDER GRANTING ADMINISTRATION.

Estate of , Deceased, County of In County
Court of , Texas, Sitting for Probate Business,
. Term, A. D. 19 . .

On this the day of , A. D. 19 . . , came on to be heard the application of , for letters of administration upon the estate of , deceased (or, letters testamentary; or, letters of

administration with the will annexed), and it appearing to the court that the said..... is dead; that four years have not elapsed since his decease prior to the date of filing said application; that this court has jurisdiction of said estate; that there is a necessity for administration upon said estate, and that the said..... is entitled to letters by law and is not disqualified, therefore it is ordered by the court that administration be granted upon the estate of the said....., deceased, and that the said..... receive letters of administration thereon (or, letters testamentary, or, letters of administration with the will annexed), upon his taking the oath required by law and giving bond in the sum of.....dollars; and when the said..... shall have qualified according to law the clerk of this court will issue letters in accordance with this order.

R. S. Art. 1928 (1875).

Bond should be filed within twenty days after appointment.

R. S. Art. 1944 (1891).

No. 30.

BOND AND OATH OF ADMINISTRATOR.

The State of Texas, County of.....

Know all men by these presents: That we.....as principal, and.....as sureties, are held and firmly bound unto the county judge of the county of.....and his successors in office, in the sum of..... dollars, conditioned that the above bound..... who has been appointed by the county judge of.....County, administrator of the estate of....., deceased, shall well and truly perform all the duties required of him under said appointment.

.....

The above bond approved the....day of....., A. D. 19..

.....
 County Judge of.....County, Texas.

OATH.

I do solemnly swear, that....., deceased, died without leaving any lawful will, so far as I know or believe, and that I will well and truly perform all the duties of administrator of the estate of said....., deceased.

.....

Sworn to and subscribed before me, the....day of....., 19..

.....

R. S. Arts. 1939-1942 (1886-1889).

Art. 1942 (1895), amended by 25th Leg., Sec. 1, Art. 1942, p. 58.

No. 31.

LETTERS OF ADMINISTRATION.

The State of Texas, County of.....

I,, clerk of the County Court of County, Texas, do hereby certify that on the day of, A. D. 19.., was duly appointed by said court administrator of the estate of, deceased, and that he qualified as such on the day of, A. D. 19.., as the law requires.

These are, therefore, given to prove his capacity to act as such.

Witness my hand and the seal of the County Court of.....County, at.....Texas, this....day of....., A. D. 19..

(Seal.)

.....
 Clerk County Court,County, Texas.
 By....., Deputy.

R. S. Art. 1959 (1906).



No. 32.

FORM OF ORDER APPOINTING APPRAISERS.

Estate of....., Deceased. In County Court of.....County, Texas, Sitting for Probate Business,Term, A. D. 19..

It appearing to the court, that.....,and are citizens of County, Texas, and disinterested persons in the estate of....., deceased, whereon letters of administration have been granted to....., at this term of the court.

It is therefore ordered by the court, that the said, and, or any two of them, be and are hereby appointed to appraise the estate, both real and personal, of....., deceased.

.....
 County Judge,County, Texas.

R. S. Art. 1963 (1910).

No. 33.

FORM OF ORDER APPROVING INVENTORY, APPRAISEMENT AND LIST OF CLAIMS.

Estate of, Deceased. In County Court of County, Texas, Sitting for Probate Business, Term, A. D. 19. .

This, the . . . day of, 19. ., came on to be considered the report of the inventory, appraisement and list of claims of the estate of, deceased, made by, and, who have heretofore been appointed by the court to appraise said estate, and the court having examined the same, it is ordered by the court that said report be and it is hereby in all respects approved.

.
County Judge of County, Texas.

R. S. Art. 1971 (1918).

Should the inventory, appraisement and list, or either of them, be disapproved, an order to that effect shall be entered upon the minutes, either in term time or in vacation, and such order shall further require the administrator to return another inventory, appraisement and list, or either of them, within a time which shall be specified in such order, not to exceed ten days from the date of such order; and the judge may also, if he deems it necessary, appoint new appraisers.

R. S. Art. 1972 (1919).

 No. 34.

WARRANT OF APPRAISEMENT.

The State of Texas, County of

To of said County: These are to authorize and require you, or any two of you, to attend and appraise the estate, both real and personal, of, late of said county, deceased, in dollars and in cents, as far as the same shall be produced to you by, administrator thereof, and when so made, to subscribe and swear to same before some officer of said county authorized to administer oaths, and make due return as the law directs.

Witness my hand and seal of office, at this . . . day of, 19. .

.
Clerk County Court, County.

By, Deputy.

R. S. Art. 1963 (1910).

No. 35.

REPORT OF APPRAISERS.

No., Estate of, Deceased. In County Court, of
County, Texas.

Inventory and appraisement of the estate of....., deceased,
 produced before the undersigned appraisers, on the....day of.....,
 A. D. 19.., by....., administrator of the estate of the said
, deceased.

SEPARATE PROPERTY OF SAID....., DECEASED.

1000 acres of land situated in.....County, Texas, part of
league, valued at.....\$.....

COMMUNITY PROPERTY.

100 acres of land situated in.....County, part of.....
 league, \$ 50 head of cattle valued at \$20.00 each..\$1000.00

We, the undersigned appraisers, solemnly swear that the foregoing is
 a full and fair appraisement of the estate of....., deceased,
 produced before us by....., administrator.

.....

 Appraisers.

Sworn to and subscribed before me, this the day of, A. D.
 19..
 (Seal.)

LIST OF CLAIMS — COMMUNITY PROPERTY.

Note of, dated, and due with interest at 8 per
 cent from date, \$

I,, do solemnly swear that the foregoing inventory and
 list is a full and complete inventory and list of the property and claims
 of, deceased, that have come to my knowledge.

.....

Sworn to and subscribed before me, this the day of, A. D.
 19..
 (Seal.)
 R. S. Arts. 1965-1968 (1912-1915).

Inventory, appraisement and list should be returned to the court
 within sixty days from the date of granting such letters.
 R. S. Art. 1969 (1916).

No. 36.

NOTICE TO DEBTORS AND CREDITORS.

The State of Texas, County of To those indebted to, or holding claims against the Estate of, Deceased.

The undersigned having been duly appointed administrator of the estate of, deceased, late of County, Texas, by, judge of the county court of said county on the . . . day of, 19.., during a regular term thereof, hereby notifies all persons indebted to said estate to come forward and make settlement, and those having claims against said estate to present them to him at his residence, County, Texas, where he receives his mail, this . . . day of, A. D. 19..

Administrator of the estate of, deceased.

R. S. Art. 2063 (2010).

No. 37.

RETURN NOTICE BY AFFIDAVIT OF PUBLISHER.

The State of Texas, County of

Before me in person came, the publisher of, a newspaper published in County, Texas, who being by me duly sworn says, that he published in said newspaper once a week for four successive weeks, the foregoing attached notice of administration, made by, administrator of the estate of, deceased, the first insertion whereof was on the . . . day of, A. D. 19..

Sworn to and subscribed before me, this the . . . day of . . ., A. D. 19..

(Seal.)

Notary Public, County, Texas.

R. S. Art. 2064 (2011).

Said notice and affidavit of the publisher should be filed and recorded in the court from which the letters were issued.

No. 38.

FORM OF AFFIDAVIT TO CLAIM.

The State of Texas, County of

Before me, the undersigned authority, on this day personally appeared, who being by me duly sworn, says that the attached claim hereto in favor of against, deceased, is just, and that all legal offsets, payments and credits known to affiant have been allowed; and that he is the owner of said claim (or, if made by any one other than the owner, the last clause should be, and that he is cognizant of the facts above stated).

.....

Subscribed and sworn to under my official hand and seal, this ... day of, A. D. 19..

(Seal.)

.....

Notary Public in and for County, Texas.

(Or, other officer as the case may be.)

R. S. Art. 2072 (2018).

Every claim should be presented within twelve months after granting letters of administration, or the payment thereof shall be postponed until the claims which have been presented within said twelve months and allowed by the administrator and approved by the county judge have been first entirely paid.

R. S. Art. 2068 (2015).



No. 39.

ALLOWANCE OF CLAIM.

The State of Texas, County of

I,, administrator of the estate of, deceased, finding, upon an examination of the within claim (or, of the foregoing claim annexed hereto, as the case may be, describing same) presented to me on the ... day of, A. D. 19.., by, as a claim against said estate, that it is duly authenticated, and believing from the facts relating thereto, that it is just and owing, do hereby allow the same, as a valid claim for the full amount thereof, this ... day of, A. D. 19..

.....

Administrator.

R. S. Art. 2076 (2022).

When a claim for money against the estate has been rejected by the administrator suit should be brought within ninety days thereafter to establish same.

R. S. Art. 2082 (2028).

No. 40.

APPROVAL OF CLAIM.

The State of Texas, County of

I,, judge of the county court of said county, finding, upon the examination of the foregoing claim (here describe the claim, giving amount, date, etc.), that it has been duly authenticated, as required by law and allowed by, the administrator of said estate, as a valid claim against the estate of, deceased, in favor of, and perceiving no error therein, do hereby approve the allowance, made as aforesaid, classing said claim as number, this the day of, A. D. 19. .

.
Judge of County Court, County, Texas.

R. S. Art. 2079 (2025).

All claims approved by the administrator and entered upon the claim docket for a period of ten days may be acted upon by the court at a regular term of the court. The action of the court approving or disapproving a claim shall have the force and effect of a final judgment and may be appealed therefrom to the district court as from other judgments in probate matters.

R. S. Art. 2085 (2031).

No. 41.

PETITION AGAINST ADMINISTRATOR FOR ESTABLISHMENT OF CLAIM.

The State of Texas, County of In County Court of
County, Texas, Term, A. D. 19. .

Honorable, County Judge of said County:

Now comes, who resides in County, Texas, hereinafter styled plaintiff, complaining of, as administrator of the estate of, deceased, who also resides in said county and State, hereinafter called defendant; and for cause of action plaintiff represents to the court that defendant is the duly qualified and acting administrator of the estate of, deceased; that the said, deceased, departed this life in County, Texas, on or about the day of, A. D. 19. ., and defendant made application to the county court of county, Texas, for letters of administration of said estate and duly qualified as such at the term, 19. ., of said court by filing his oath and bond as required by law, which was duly approved by said court; that said administration is now pending in said court and undisposed of; that the said, deceased, at the time of his death was justly indebted and due plaintiff the sum of dollars, principal due on promissory note for the sum of dollars, dated the day of, A. D. 19. ., due on the day of

....., A. D. 19.., executed by the said and payable to the order of this plaintiff, at, Texas, with interest thereon at the rate of per cent per annum from date until paid and ten per cent as attorney's fees, all now aggregating not less than the sum of dollars, principal, interest and attorney's fees, now past due and unpaid.

That said estate of, deceased, is now justly due and indebted to plaintiff said sum of dollars principal due on said note together with per cent interest per annum from date thereof until paid and ten per cent additional on both the amount of principal and interest due thereon as attorney's fees, as shown by said claim or statement hereto attached marked Exhibit "A" and made a part hereof, to which reference is hereby made.

Plaintiff says that on or about the day of, A. D. 19.., said claim against the said estate of, deceased, duly verified as required by law, heretofore referred to as Exhibit "A," was duly presented to defendant, administrator of said estate, for his allowance or rejection, and on the day of, A. D. 19.., was returned to plaintiff not allowed, with the following indorsement thereon, to wit: (here give the indorsement made by the administrator thereon) to which reference is hereby made, and made a part hereof. Wherefore plaintiff says and so represents to the court, that said claim was rejected and not allowed by defendant as the administrator of said estate, and plaintiff brings this suit to establish his said claim against said estate of, deceased, for the full amount thereof, principal, interest and attorney's fees as shown by said claim; that said note at the time of the death of the said, deceased, was past due and unpaid and was placed in the hands of, a practicing attorney of County, for collection, and is still in his hands for collection.

Wherefore plaintiff prays the court that the said, as the administrator of the estate of, deceased, be cited to appear and answer this petition and for judgment herein against the defendant as the administrator of said estate of, deceased, establishing his claim against said estate for the sum of dollars, principal, interest and attorney's fees, for costs of suit and for such other and further orders that may be necessary and relief special and general in law and in equity, that plaintiff may be justly entitled to, etc.

.....
 Attorney for plaintiff

R. S. Art. 2082 (2028).

Suit shall be brought by the owner for the establishment of his claim, within ninety days after the same has been rejected by the executor or administrator, and not thereafter.

Suits against executors, administrators and guardians as such, must be brought in the county in which such administration or guardianship is pending, and in the precinct in which the county seat is situated.

R. S. Art. (2) 1585 (1556).

No. 42.

ORDER ESTABLISHING CLAIM.

..... vs., Administrator of, Deceased.
No. In Court of County, Texas,
Term, A. D. 19..

On this the day of, A. D. 19.., at a regular term of this court came on to be heard the above entitled and numbered cause, the plaintiff and defendant appeared in person and by their attorneys and announced ready for trial, a jury being waived, the matter in controversy, as well of fact as of law, was submitted to the court; the evidence and argument of counsel having been heard and fully understood, and it fully appearing to the court that this is a suit brought by plaintiff against defendant as the administrator of the estate of, deceased, to establish his claim against said estate for the sum of dollars, due upon a promissory note for the sum of dollars, with per cent interest thereon from date thereof, dated on the day of, A. D. 19.., and due on the day of, A. D. 19.., and providing for per cent thereon as attorney's fees, the court is of the opinion and finds that plaintiff is entitled to judgment for the establishment of his claim against said estate of, deceased, for the amount of his said claim:

It is therefore considered, ordered and adjudged and decreed by the court that plaintiff do have and recover judgment against the said, as the administrator of the estate of, deceased, for the sum of dollars, principal, with per cent interest per annum thereon from the day of, A. D. 19.., until paid, together with ten per cent additional on the amount due thereon as attorney's fees, all aggregating to date dollars, together with all costs by plaintiff in this behalf incurred, for the establishment of said claim for said amount against said estate of, deceased, and that a copy of this decree be certified to the probate court of County, Texas, where the administration of said estate is pending for observance, and there be classified and paid in due course of administration according to its classification.

R. S. Art. 2083 (2029).

No execution shall be issued on said judgment, but a certified copy of such judgment shall be filed with the clerk of the county court where the estate is pending within thirty days after the rendition of such judgment, and entered upon the claim docket, and shall be classified by the county judge, and have the same force and effect as if the amount thereof had been allowed by the executor or administrator, and approved by the county judge.

No. 43.

APPLICATION FOR ORDER SETTING APART PERSONAL PROPERTY FOR THE USE OF FAMILY AND FOR FAMILY ALLOWANCE.

Estate of, Deceased. In County Court, Term, A. D. 19..

To the Honorable, Judge of the County Court of County, Texas:

This, the application of, administrator of the estate of, deceased, respectfully shows:

That on the day of, A. D. 19.., an inventory and appraisalment of said estate were duly returned to said County Court;

That as appears by said inventory and appraisalment, said estate has been appraised at the sum of dollars;

That the debts of said estate will probably amount to the sum of dollars; and that said estate is solvent;

That your applicant is advised and believes that the following personal property belonging to said estate, and mentioned in said inventory and appraisalment, is by law exempt from execution, to wit: (here describe the property).

That the amount of said personal property which is by law exempt from execution is insufficient for the support of the widow and family of said deceased; and that an allowance out of the said estate is necessary for the maintenance of the said family; and that the sum of dollars is a reasonable allowance for one year according to the circumstances of said family.

Wherefore your applicant prays that all of the above described personal property may be set apart for the use of the said family; and that an allowance of dollars out of said estate be made for the maintenance of said family for one year during the progress of the settlement of said estate, and that all further and necessary orders be made in the premises.

. . . . day of, A. D. 19..

R. S. Arts. 2037-2046 (1984-1993).

No. 44.

APPLICATION FOR SALE OF PERSONAL PROPERTY.

Estate of, Deceased. In County Court of County, Texas, Term, A. D. 19..

To the Hon., Judge of said County Court:

Now comes your petitioner,, administrator of the estate of, deceased, and respectfully shows to the court, that it

will be to the interest of said estate to sell certain personal property belonging to said estate, to wit: (here describe the property); that said property is not exempt from forced sale and is not necessary to carry on a plantation or any other business, belonging to said estate and is liable to perish, waste or deteriorate in value, and that it will be an expense and a disadvantage to said estate to keep the same on hand.

Wherefore your petitioner asks for an order of the court to sell said property at, in said county and State, at public auction on a credit of six months (or, at private sale for cash, as the case may be), and will ever pray, etc.

.....
Administrator.

R. S. Arts. 2117-2119 (2063-2065).



No. 45.

NOTICE OF ADMINISTRATOR'S SALE.

Estate of, Deceased,, Administrator. In County Court of County.

Notice is hereby given that I, administrator of the estate of, deceased, by virtue of an order of the County Court of County, Texas, will, on the day of, A. D. 19.., at in the county of, State of Texas, sell at public auction, certain personal property belonging to the estate of, deceased, as follows, to wit: (here describe the property). The terms on which I will sell said above described personal property are as follows, to wit: on a credit for six months (or, for cash, as the case may be). The purchasers will be required to give notes for the amount of such purchase, with good and solvent personal security before the delivery of property to them.

Witness my hand this the day of, A. D. 19..

.....
Administrator of the estate of, deceased.

R. S. Art. 2116 (2062).

All sales of personal property at public auction shall be governed by the rules governing sales of personal property under execution, unless herein otherwise provided.

R. S. Art. 2115 (2061).

No. 46.**FORM OF ORDER TO SELL PERSONAL PROPERTY.**

Estate of, Deceased. In County Court of
County, Texas, Term (or, in Vacation) A. D. 19..

On this the day of, A. D. 19.., came on to be heard, in the administration of the above estate, the application of, administrator of the estate of, deceased, filed in this court on the day of, A. D. 19.., to sell, at, in said county and State, certain personal property belonging to said estate, to wit: (here describe said property); and it appearing to the court that it would be to the interest of said estate to sell said property, and that same is liable to perish or waste: It is therefore ordered by the court that the above described property be sold by, administrator of said estate, on the day of, A. D. 19.., at, in said county and State, at public auction, on a credit of six months (or, at private sale, as the case may be); and it is further ordered, that said sale shall be made according to the full requirements of the law, notes with approved security taken, and make due return of sale to this court as the law directs.

R. S. Arts. 2117-2119 (2063-2119).

No. 47.**FORM OF APPLICATION FOR SALE OF REAL ESTATE.**

Estate of, Deceased. In County Court of County,
Texas, Term, A. D. 19.. This day of, A. D. 19..

To the Hon., Judge of said County Court:

Now comes your petitioner, administrator of the estate of, deceased, and respectfully shows to the court that it is necessary to sell a part of the real estate belonging to said estate to pay the legal charges and claims against the said estate, and he thinks the tract of land hereinafter mentioned will be sufficient for that purpose. Your petitioner files with this application an exhibit in writing, verified by the affidavit of your petitioner, showing fully and particularly the charges and claims against said estate that have been approved or established by suit, or that have been rejected and may yet be established, and the amount due, or claimed to be due on each, and the estimated expenses of administration, and the property of said estate remaining on hand liable for the payment of such charges and claims as required by law.

Wherefore your petitioner prays that citation be issued and served as required by law, and upon a hearing hereof that an order be issued by

the court authorizing petitioner to sell the following described tract or parcel of land belonging to said estate, to wit: (here describe the land), for the purpose above stated.

Administrator of the estate of
R. S. Art. 2123 (2069).

Citation shall be issued by the clerk to all persons interested in the estate, and shall be posted in the manner required for other citations, for at least thirty days before the first day of the term at which such application is to be heard, etc.

R. S. Art. 2125 (2071).

No. 48.

FORM OF EXHIBIT AND OATH ACCOMPANYING APPLICATION FOR SALE OF REAL ESTATE.

Estate of, Deceased. In County Court ofCounty, Texas, Term, A. D. 19..

Statement of the charges and claims against the estate of, deceased, in the above entitled cause, heretofore allowed and rejected with the expenses of administration and of the property belonging to said estate liable for the payment of the debts thereof.

CLAIMS ALLOWED.

One promissory note for the sum of \$....., in favor of, bearing date day of, A. D. 19.., due day of, A. D. 19..... \$.....
Account for \$....., in favor of, bearing date day of, A. D. 19.., due day of A. D. 19.. Principal and interest \$.....

CLAIMS REJECTED.

One promissory note for the sum of \$....., in favor of, datedday of, A. D. 19.., due day of, A. D. 19.. Principal and interest.... \$.....
Estimated expenses of administration \$.....
Suit brought on the above rejected claim inCourt of..... County, Texas, for the amount of same with principal and interest, for the establishment of same and now pending in said court.

Property of said estate remaining on hand liable for the payment of such charges and claims:

100 acres of land, situated in County, Texas, a part of the survey, etc.

The State of Texas, County of

Before me, the undersigned authority, on this day personally appeared, administrator of the estate of, deceased, late of said county, who being by me duly sworn says that the above and foregoing is a full, true and correct statement of the property of said estate remaining on hand liable for the payment of such charges and claims against said estate, that have been approved or established by suit, or that have been rejected and may yet be established, and the amount due, or claimed to be due on each, with the estimated expenses of administration as therein stated.

.....
Administrator.

Sworn to and subscribed before me, this the day of, A. D. 19..

.....

(Seal.)

R. S. Art. 2123 (2069).

No. 49.

NOTICE OF APPLICATION FOR SALE OF REAL ESTATE.

'The State of Texas, to the Sheriff or any Constable of County
— Greeting:

You are hereby commanded to cause to be posted for twenty days in three of the most public places in your county, one of which shall be at the courthouse door, and no two in the same city, town or village, copies of the following notice:

The State of Texas, to all persons interested in the estate of, deceased.

Know, ye, that administrator of the estate of having on the day of, A. D. 19.., filed in the County Court of County, Texas, application to sell the following described land belonging to said estate.

Now therefore these are to notify all persons interested in said estate, to be and personally appear at the next regular term of the honorable County Court, to be holden at the courthouse in the city of, on the first Monday in, A. D. 19.., same being the day of said month, and then and there to show cause why such sale should not be made, should they choose to do so.

Given under my hand and seal of office this day of, A. D. 19..

.....
Clerk County Court, County, Texas.
By, Deputy.

I hereby certify, that the above and foregoing is a true and correct copy of the original citation now in my hands.

....., Sheriff.
By, Deputy.

R. S. Art. 2124 (2070).

No. 50.

FORM OF ORDER OF SALE.

Estate of, Deceased,, Administrator. In
County Court of County, Texas. Term, A. D. 19..

On this the day of A. D. 19.., came on to be heard, in the administration of the above estate, the application of, administrator of said estate, filed in this court on the day of, A. D. 19.., to sell the following described tract or parcel of land belonging to said estate, to wit: (here describe the land), which said application is accompanied by an exhibit in writing verified by the affidavit of said administrator showing fully the condition of said estate as required by law; and it appearing to the court that citation has been duly served as the law requires, and the court having heard evidence in favor of and against the same, and having duly considered said evidence, is satisfied that a necessity exists for such sale: It is therefore ordered by the court that the above described tract or parcel of land be sold by, administrator of said estate, at public auction to the highest bidder on a credit of twelve months on the day of, A. D. 19.., at, in the county of, and State of Texas, (or, for cash at private sale), and that he make a report thereof to this court within thirty days after sale has been made.

.....
County Judge of County, Texas.

R. S. Art. 2126 (2072).

Note.—When sold at public auction twenty days' notice of sale must be given. Private sales, or sales for cash,

R. S. Arts. 2128-2129 (2074-2075).

No. 51.

FORM OF NOTICE OF SALE.

Estate of, Deceased,, Administrator. In
County Court of County, Texas. Term, A. D. 19..

Notice is hereby given that I, administrator of the estate of deceased, will, on the day of, A. D. 19.., being the first

Tuesday of said month, at in the county of, State of Texas, sell at public auction to the highest bidder the following described tract or parcel of land belonging to said estate, to wit: (here describe the land.) The terms on which I will sell said above described land are as follows: (here give the terms).

Witness my hand this the day of, A. D. 19..

.....
 Administrator of the estate of, deceased.

R. S. Art. 2131 (2077).

All public sales of real estate shall be advertised at least twenty days before the day of sale.

R. S. Art. 2130 (2076).

No. 52.

FORM OF REPORT OF SALE.

Estate of, Deceased,, Administrator. In the County Court of County, Texas, Term A. D. 19.., day of, A. D. 19..

To the Hon., Judge of said Court:

Now comes, administrator of said estate, and here now reports to the court that in obedience to an order of sale made by this court on the day of, A. D. 19.., he did, on the day of, A. D. 19.., at, in the county of and State of Texas, at public auction (or, at private sale as the case may be), sell to of county, State of Texas, the following described property belonging to the estate of, deceased, to wit: (here describe the property), for the sum of dollars, as follows: (here give the amount for which each article was sold), and on the following terms: (here give the terms of sale). Said property so sold is the same property described in said order of sale, and the terms of sale are the same as therein set forth.

.....
 Administrator.

Subscribed and sworn to before me, under my official hand and seal, this the day of, A. D. 19..

(Seal.)

R. S. Art. 2142 (2088).

Report of sale should be returned to the court within thirty days after the sale.

R. S. Art. 2141 (2087).

No. 53.**FORM OF ORDER CONFIRMING SALE.**

Estate of, Deceased,, Administrator. In
the County Court of County, Texas, Term, A. D. 19..

On this the day of, A. D. 19.., came on to be heard in the administration of the estate of, deceased, the report of sale of, administrator of said estate, of the property herein described, made in obedience to the order of this court made on the day of, A. D. 19.., and entered upon the minutes of this court; and it appearing to the court that the said report had been filed in this court for the time required by law, and the court having inquired into the manner in which said sale was made, and having heard evidence in favor of and against said report, is satisfied that the sale was fairly made and in conformity with law and for a fair price: It is therefore ordered by the court that the said report of sale be and the same is here now in all respects approved and confirmed. It is further ordered by the court that the said report be recorded by the clerk of this court, and that the proper conveyance of the property described therein be made to said, the purchaser named in said report, upon his compliance with the terms of said sale.

.....
County Judge of County, Texas.

R. S. Art. 2144 (2090).

Note.—Order confirming sale can be made at any time after the expiration of five days from the filing of the report.

No. 54.**FORM OF DEED BY ADMINISTRATOR.**

The State of Texas, County of

Know all men by these presents: That, whereas, by an order of the county court, sitting in matters of probate, made at the Term, A. D. 19.., of said court, directing the sale of the tract or the parcel of land hereinafter described, belonging to the estate of, deceased, the administration of which was then pending in said court, upon an application for an order of court to sell said land, made to said court on the day of, A. D. 19.., I,, administrator of the estate of said, deceased, did on the day of, A. D. 19.., the same being the first Tuesday of, A. D. 19.., between the hours of 10 a. m. and 4 p. m. of said day, sell said premises in the county of, at the courthouse door thereof, at

public auction, on a credit of months, to for the sum of dollars, that being the highest and best bid for the same; and whereas, the report of sale was, on the day of, A. D. 19. . . ., made to said court, and notice of sale was duly given for the time and in the manner required by law; and whereas, the said report of sale made as aforesaid was, at the term, A. D. 19. . ., the same being a regular term of said court, on the day of, A. D. 19. . ., in all respects approved and confirmed by a decree of said court as follows: (here insert the decree of confirmation).

Now therefore I,, administrator of the estate of, deceased, in consideration of the premises and that said purchaser has executed his note for the sum of dollars, payable on the day of, A. D. 19. . ., (here give brief description of note), secured by good personal sureties and a mortgage on said premises, have granted, sold and conveyed and by these presents do grant, sell and convey to the said of county, in the State of Texas, all that certain tract or parcel of land situated in the county of, State of Texas, more particularly described as follows, to wit: (here describe the land); to have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said, his heirs and assigns forever.

Witness my hand this day of, A. D. 19. .

.....
 Administrator of the estate of, deceased.

FORM OF ACKNOWLEDGMENT.

The State of Texas, County of

Before me,, a notary public (or, other officer, as the case may be) in and for the county of and State of Texas, on this day personally appeared, known to me (or, proved to me on the oath of) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same, as administrator of the estate of, deceased, for the purposes and consideration therein expressed and in the capacity therein set forth.

Given under my hand and seal of office this day of, A. D. 19. .

.....
 Notary Public (or other officer) in and for County, Texas.
 R. S. Art. 2147 (2002).

No. 55.

APPLICATION FOR SPECIFIC PERFORMANCE UNDER CONTRACT.

Estate of, Deceased,, Administrator. In
County Court ofCounty, Texas, Term, A. D. 19..

To the Hon., Judge of said Court:

Now comes your petitioner, of County, Texas, and respectfully represents to the court, that, deceased, in his lifetime, to wit, on the . . . day of, A. D. 19.., executed and delivered to your petitioner, his bond in writing (or, other written agreement, as the case may be) in due form of law which is hereto attached, marked Exhibit "A" and made a part hereof, whereby the said decedent in his lifetime agreed, bound and obligated himself, his heirs, executors and administrators, in the sum of dollars, to make your petitioner, his heirs and assigns, upon the payment of a certain promissory note of dollars, executed by your petitioner and payable to the said, due on the . . . day of, A. D. 19.., and in said bond specified, good and sufficient titles, in fee simple, to the following described tract of land, to wit: (here describe the land); that your petitioner has heretofore been and is now ready to pay off said note, principal and interest, and to comply with his part of the contract under which said bond was given; that the said lately departed this life in County, Texas, without having made such title or having carried out his part of said contract, and that, a resident of said county, is the lawfully constituted administrator of the estate of said decedent.

Wherefore your petitioner prays the court, that, administrator as aforesaid, be cited to appear at the next regular term of this court, and show cause why a specific performance of such bond (or, written agreement, as the case may be) should not be decreed, and that by a decree of this court then and there made up and entered, the said, as the administrator of the estate of, deceased, be ordered and required to execute good and sufficient titles in fee simple to your petitioner for said tract of land in accordance with the tenor and terms of said bond, and for such other orders that may be necessary, etc.

R. S. Art. 2151 (2006).

.....

No. 56.

DECREE ORDERING SPECIFIC PERFORMANCE.

Estate of, Deceased., Administrator. In
 County Court of County, Texas, Term, A. D.
 19.., . . . day of, A. D. 19..

On this day came on to be heard the complaint of, made and filed herein as the law directs for a specific performance of bond alleged to have been executed by, deceased, in his lifetime, accompanying said complaint, and it appearing to the satisfaction of the court upon due examination of same, that, deceased, in his lifetime, to wit, on the day of, A. D. 19.., executed and delivered said bond, in due form of law, to the said, whereby the said decedent, in his lifetime as aforesaid, agreed, bound and obligated himself, his heirs, executors and administrators, in the sum of dollars, to make the said, his heirs and assigns, upon the payment of a certain promissory note of dollars, in said bond specified, good and sufficient title, in fee simple, to the following described tract of land, to wit: (here describe the land); and it further appearing to the court that the sale of said land, as aforesaid, was legally made and that the said has heretofore been and is now ready to comply with his part of the contract, under which said bond was given, by paying off and discharging said promissory note therein specified, and prays that a specific performance of said bond be decreed; and it further appearing to the court that said administrator has been duly cited to appear at this term of the court and show cause why said decree should not be made, and no cause as aforesaid has been shown:

It is therefore ordered and decreed by the court, that upon the payment of the said promissory note of dollars, in said bond specified, with the interest thereon accrued, said bond according to the legal tenor and effect thereof be specifically performed, and in compliance herewith the said, administrator as aforesaid, is required and ordered to execute and deliver to the said, his heirs and assigns, good assurance of title in fee simple to said tract of land according to the legal tenor and effect of said bond, and that the said, administrator as aforesaid, shall have full acquittances entered thereon, and shall file the same with his other vouchers in this court.

R. S. Art. 2152 (2097).

The administrator in making conveyance of said land should recite the decree of the court authorizing the same.

R. S. Art. 2153 (2098).

No. 57.

FORM OF APPLICATION FOR SALE OF REAL ESTATE UNDER MORTGAGE.

Estate of, Deceased., Administrator. In
County Court of County, Texas, Term, A. D. 19..

To the Hon., Judge of said Court:

Now comes your petitioner,, of County, Texas, and respectfully represents to the court, that, deceased, in his lifetime, to wit, on the . . . day of, A. D. 19.., made, executed and delivered to your petitioner a certain promissory note for the sum of \$., due on the . . . day of, A. D. 19.., bearing interest from date thereof at the rate of . . . per cent per annum until paid, and secured by a mortgage or deed of trust of even date with said note, on acres of land out of the survey, situated in County, Texas, more fully hereinafter described, made and executed by, deceased, during his lifetime, to, as trustee, in trust, for the use and benefit of your petitioner in the payment of said above described note, as is more fully shown by a copy of said note and mortgage hereto attached, marked Exhibits "A" and "B," each respectively, and made a part hereof, whereby said decedent, in his lifetime as aforesaid, granted, bargained and sold unto the said, as trustee, said acres of land, described as follows, to wit: (here describe said land) to have and to hold said land in trust upon the terms and conditions therein set forth to secure your petitioner in the payment of said note, both principal and interest, and your petitioner further represents to the court that said note is long past due, and is wholly unpaid, and the same, as well as the lien of said mortgage or deed of trust, has been allowed by, of said county, the duly qualified administrator of said estate, and approved by the court as required by law, as appears from the indorsements on said note and deed of trust.

Wherefore, your petitioner prays the court that, administrator of the estate of, deceased, be cited to appear at the next regular term of this court to answer this application, and that an order be then and there granted by your honor, authorizing and requiring said administrator to sell for cash, the said acres of land, or so much thereof as may be required to pay off and satisfy said claim, and to apply the proceeds of said sale to the payment of said claim, and for such other orders that may be necessary, etc.

R. S. Art. 2121 (2067).

The same notice of said application shall be given as is required to obtain an order for the sale of such property.

No. 58.

ORDER FOR SALE OF REAL ESTATE UNDER MORTGAGE.

Estate of, Deceased., Administrator. In
County Court of County, Texas, Term, A. D. 19..

On this the day of, A. D. 19.., came on to be heard the application of, made and filed as the law directs, for the sale of said acres of land described therein, and it appearing to the court upon due examination of same, that, deceased, in his lifetime, executed and delivered to, his promissory note for the sum of \$., due on the day of, A. D. 19.., with interest at the rate of per cent per annum from date thereof until paid, described in said application, and also on same date executed and delivered in his lifetime said mortgage or deed of trust described in said application to, as trustee, in trust, for the use and benefit of and to secure the said in the payment of said note, on said acres of land out of the survey, situated in County, Texas, described as follows, to wit: (here describe said land). And it further appearing to the court that said promissory note, although just and long since due, is wholly unpaid, and that the same, as well as the lien of said mortgage or deed of trust, has been duly allowed and approved as required by law, and it further appearing to the court that, administrator of said estate, has been duly cited as the law directs to appear and answer said application, and that no cause has been shown, why the order therein prayed for should not be granted:

It is therefore ordered by the court that the said administrator as aforesaid, be and he is hereby required to sell said property for cash, at private sale, and to apply the proceeds thereof to the payment of said note, or so much thereof as may be necessary for the payment of the same; and it is further ordered that the said administrator shall have a relinquishment in full entered on said mortgage or deed of trust, and that it, together with said note duly receipted, be filed with his other vouchers in said court, and that he make due return of said sale to this court as the law directs.

R. S. Art. 2121 (2067).

When sale is made at public auction due and legal notice of sale must be given.

No. 59.

APPLICATION FOR PARTITION AND DISTRIBUTION.

Estate of, Deceased., Administrator. In
County Court of County, Texas, Term, A. D. 19..

To the Hon., Judge of said Court:

Now comes your petitioner, of County, Texas, and respectfully represents to the court, that he is one of the heirs of the estate of, deceased, and is interested in said estate; that letters of administration by an order of this court were granted to, at the term thereof, A. D. 19.., on the estate of the said, deceased, and said administration is still open and pending in this court; that there has been one term of said court after the expiration of twelve months from the original grant of said letters of administration; that the assets of said estate, now in the hands of said administrator, are by a large amount, more than sufficient to pay all the debts and expenses of every kind which have been approved or established by judgment, or which may yet be established by judgment, and also the probable future expenses of administration; that the residue of said estate is subject to partition and distribution; and your petitioner further represents, that, the administrator of said estate,, a minor, who has no legally qualified guardian within this State,, the wife of,, a minor and ward of, and your petitioner, all residents of County, Texas, are all and the only lawful heirs of said estate. Wherefore, your petitioner prays the court, that the said, administrator of said estate, the said, minor, and his guardian, the said, and his wife, and the said minor, be cited to appear at the next regular term of this court and show cause why a partition and distribution of the residue of said estate should not be made among the heirs thereof, and that a decree then and there be made by your honor for the partition and distribution of the residue of said estate, that commissioners be appointed and writ of partition issue, and for such other and further orders that may be necessary, etc.

.....

R. S. Arts. 2154-2158 (2099-2103).

Citation shall issue returnable to some regular term of the court and shall require all persons interested in said estate to appear and show cause why such partition and distribution should not be made.

R. S. Art. 2155 (2100).

When application is made by any one other than said administrator, said administrator shall be cited to appear and file in said court a full and complete exhibit, etc.

R. S. Art. 2157 (2102).

Partition. See 29th Leg., Reg. Ses. (1905), p. 108.

No. 60.

APPOINTMENT OF GUARDIAN AD LITEM.

No. Estate of, Administrator. In County Court
of County, Texas, Term, A. D. 19. .

It being shown to the court that, one of the defendants
in the above entitled cause, is a minor, and that he has no guardian within
this State, is hereby appointed guardian ad litem for the
purpose of defending said suit for the said

R. S. Art. 2161 (2106).

No. 61.

CITATION IN PARTITION AND DISTRIBUTION.

The State of Texas, to the Sheriff or any Constable of County
— Greeting:

Whereas, on the day of, A. D. 19. ., of the
estate of, deceased, filed in the County Court of
County. . . . application for the partition and distribution of said estate,
and alleging that,, and are
entitled to a share of said estate:

Therefore, you are hereby commanded to summon and require the said
. and all persons interested in said estate, to be and appear
before said County Court at the next term thereof, to be held at the
courthouse of said County, in on the Monday in
., A. D. 19. ., the same being the day of, A. D. 19. .,
then and there to show cause why such partition and distribution should
not be made.

Herein fail not, but have you then and there before said court on the
said first day of the next term hereof, this writ, with your return thereon,
showing how you have executed the same.

Witness,

Clerk of the County Court of County.

Given under my hand and the seal of said court, at my office in
., this the day of, A. D. 19. .

.
Clerk of the County Court of County.

By, Deputy.

R. S. Art. 2155 (2100).

No. 62.

DECREE OF PARTITION.

Estate of, Deceased., Administrator. In County Court of County, Texas, Term, A. D. 19. .

On this the day of, A. D. 19. ., came on to be heard the application of, made and filed herein as the law directs for a partition and distribution of the residue of the estate of, deceased, and it appearing to the satisfaction of the court that twelve months have elapsed since granting said letters of administration and that there has been a regular term of said court since the expiration thereof; and that the assets of said estate, now in the hands of said administrator, are by a large amount, more than sufficient to pay all the debts and expenses of every kind which have been approved or established by judgment or which may yet be established by judgment, and also the probable future expenses of administration, and it further appearing to the court, that said debts and expenses amount to the sum of dollars, and the residue of said estate subject to partition and distribution after deducting from the entire assets of said estate the amount of the debts and expenses aforesaid of said administration, is as follows, to wit: (here describe the property); and it further appearing to the court, that the following named persons, all residents of County, Texas, are by law entitled to partition and distribution of the residue of said estate, to wit,, the administrator of said estate,, and, both minors,, the wife of, and, share and share alike, and are the only heirs at law of the estate of, deceased; that is a minor, without a legal guardian within this State, and that, a resident of County, Texas, has been appointed by this court guardian ad litem to appear and to represent said minor's interest herein, and that is the legal guardian of the said minor, and that all of said named parties have been duly cited, as the law directs, to appear and answer herein and show cause why the residue of said estate should not be partitioned and distributed among said heirs, and no cause aforesaid has been shown; and that said administrator has filed in this court a full and complete exhibit and account of the condition of said estate; and it further appearing to the court that the following described property is amply sufficient to pay all the debts and expenses aforesaid of said administration, to wit: (here describe the money and property).

It is therefore ordered and decreed by the court, that the residue of said estate, as above described, be and is hereby ordered and directed partitioned and distributed equally, share and share alike, among said named persons, to wit: (here give the names.)

It further appearing to the court, that,, and, all residents of County, Texas, discreet and

disinterested persons in said estate, are hereby appointed commissioners to make a fair, just and impartial partition and distribution of said estate as above indicated, among said named persons in the following order:

1. Of the land or other property by allotment to each distributee of a part in each parcel or of parts in one or more parcels, or of one or more parcels, either with or without the addition of a part or parts of other parcels, as shall be most for the interest of the distributee; provided, the said real estate is capable of being so divided without manifest injury to all or any of the distributees.

2. If the real estate is not capable of a fair, just and equal division in kind, but may be made so by allotting to one or more of the distributees a proportion of money or other personal property to supply the deficiency or deficiencies, the commissioners shall have power to make, as near as may be, an equal division of the real estate and supply the deficiency of any share or shares from the money or other property.

3. The commissioners shall proceed to make a like division in kind, as near as may be, of the money and other personal property, and shall determine by lot among equal shares to whom each particular share shall belong and are hereby commanded to proceed forthwith to make such partition and distribution in accordance with the decree of this court and make due report to the term, A. D. 19. ., of this court, in writing of their proceedings, subscribed and sworn to by them, containing a statement of the property divided by them, and also a particular description of the property allotted to each distributee and its value, (if real estate) with a general plat of said land with the division lines plainly set down and the number of acres in each share, for which writ of partition and distribution may issue.

It is further ordered and directed that, administrator of said estate, shall retain in his hands for the payment of the debts and expenses of said administration dollars (or, the following described property).

R. S. Art. 2162 (2107).

If the estate to be distributed shall consist only of money or debts due the estate, or both, the court shall fix the amount to which each distributee is entitled, and order the payment and delivery thereof by the administrator.

R. S. Art. 2163 (2108).

If the estate does not consist entirely of money or debts due the estate, or both, the court shall appoint three or more discreet and disinterested persons as commissioners, to make a partition and distribution of the estate.

R. S. Art. 2164 (2109).

No. 63.

REPORT OF COMMISSIONERS.

Estate of, Deceased., Administrator. In County Court, County, Texas, Term, A. D. 19..

To the Hon., Judge of said Court:

We, the undersigned commissioners, respectfully represent to the court, that by virtue of a writ of partition and distribution to us directed from the county court of said county, we have this day as therein required, according to law and the certified copy of decree, accompanying said writ, made a fair, just and impartial partition and distribution of the property described in said decree as belonging to the estate of, deceased, among the heirs and distributees of the same, to the best of our skill and knowledge, the result whereof we respectfully submit to the consideration of the court as follows, to wit:

To, we have distributed the following described property: (here describe the property, giving the separate and total value thereof).

To, we have distributed the following described property: (here describe the property, giving the separate and total value thereof).

To, we have distributed the following described property: (here describe the property, giving the separate and total value thereof).

To, we have distributed the following described property: (here describe the property, giving the separate and total value thereof).

(When, in the opinion of the commissioners, any of said property is incapable of division, the additional special report should be added).

And the commissioners further report that the following described tract of land, consisting of acres, situated in County, Texas, described in a copy of decree, to wit: (here describe land), in our opinion, is not capable of a fair and equal division among said distributees, the value of which we appraise at dollars.

Witness our hands this the day of, A. D. 19..

.....
.....
.....

Commissioners.

Subscribed and sworn to before me, this the day of, A. D. 19..

A plat of said land should accompany report.
R. S. Art. 2168 (2113).

No. 64.

ORDER OF COURT APPROVING REPORT OF COMMISSIONERS.

Estate of, Deceased., Administrator. In
County Court of County, Texas, Term, A. D. 19..

On this the day of, A. D. 19.., came on to be heard in the administration of the estate of, deceased, the report of said commissioners appointed by this court to partition and distribute said estate among the heirs thereof, made in obedience to the order of this court, made on the day of, A. D. 19.., and it appearing to the court, after having examined the same carefully and having heard all exceptions and objections made thereto, and having heard evidence in favor of and against the same, that said division has been fairly made according to law, and no valid exceptions having been taken thereto:

It is therefore ordered by the court that the said report of partition and distribution be and the same is here now in all respects approved and ordered entered of record by the clerk of this court.

It is further ordered by the court that the title be vested in each of said distributees of their respective shares or portions of the property as set apart to them by said commissioners in said report.

It is further ordered by the court that, administrator of said estate of, deceased, deliver to the said distributees their respective shares of the estate as set apart to them in said report on demand, together with all the title deeds and papers belonging to the same.

R. S. Arts. 2169 (2114), 2180 (2125).

When any portion of said estate lies in another county and cannot be fairly partitioned, the same may be ordered sold by the court.

R. S. Art. 2177 (2122).

No. 65.

APPEAL BOND IN MATTER OF PROBATE.

The State of Texas, County of Estate of, Deceased.

Whereas, in a certain proceeding in the County Court of County, in the estate of, deceased, at the term, A. D. 19.., the following judgment was rendered (here set out the judgment), from which judgment has appealed to the district court of said county of, and given notice of said appeal, an entry whereof has been entered of record in said county court, and the amount of bond fixed by said court at dollars:

Now therefore we,, as principal, and and, as sureties, acknowledge ourselves bound to pay,

county judge in and for said county, and his successors in office, the sum of dollars, conditioned that the said shall prosecute his appeal to effect, and perform the decision, order, decree or judgment which the district court shall make thereon, in case said cause shall be decided against him.

Witness our hands this the day of, A. D. 19..
.....
.....
.....
.....

Approved the day of, A. D. 19..
.....

Clerk County Court, County, Texas.

R. S. Art. 2256 (2201).

Bond must be filed within fifteen days after decree or judgment.

Proceedings in the county court in probate matters may be revised and corrected by certiorari to the district court.

R. S. Art. 332 (290).

Appeals and writs of error to the appellate court, from the judgments of the district courts in cases of certiorari, shall be allowed, and shall be governed by the same rules as in other cases.

R. S. Art. 340 (298).



No. 66.

AFFIDAVIT IN LIEU OF APPEAL BOND.

The State of Texas, County of No. Estate of
....., Deceased. In County Court of County,
.....Term, A. D. 19..

Before me, the undersigned authority, on this day personally appeared, who being by me first duly sworn, on his oath says, that at a regular term of the county court of County, Texas, sitting for probate business, in the estate of, deceased, to wit, on the day of, A. D. 19.., the following judgment was rendered (here set out the judgment), from which said judgment he, the said, desires to prosecute an appeal to the district court of said county of, and has given notice of said appeal, an entry whereof has been entered of record in said county court; and the appeal

bond has been fixed at the sum of dollars and that he is unable to give the appeal bond in said cause; that he has made diligent efforts to give such bond and is unable to do so by reason of his poverty.

Subscribed and sworn to before me, by, this the day of, A. D. 19..

R. S. Art. 2258 (2203).

Affidavit must be filed with the county clerk within the time prescribed for giving appeal bond.

No. 67.

PETITION OF SURETY FOR NEW BOND AND RELEASE.

Estate of, Deceased., Administrator. In County Court of County, Texas, Term, A. D. 19.. (or, in Vacation).

To the Hon., Judge of said Court:

Now comes your petitioner, of County, Texas, and respectfully represents to the court, that he is one of the sureties for on his bond heretofore given as administrator of the estate of, deceased, in this court, and that your petitioner desires to be released and discharged from all liability for the future acts as surety on said bond.

Wherefore your petitioner prays the court that the said, administrator of the estate of, deceased, be cited to appear before your honor, at such time as to your honor may seem fit, and then and there be required to give a new bond, and that your petitioner be discharged from all further liability for the future acts of said administrator.

R. S. Art. 1952 (1899).

Citation shall issue requiring the administrator to appear before said court on some day named therein, either in term time or in vacation, not later than ten days from the date of such citation, and five days' service thereof, exclusive of the day of service, shall be sufficient.

R. S. Art. 1953 (1900).

No. 68.

FORM OF APPLICATION FOR NEW BOND.

Estate of, Deceased., Administrator. In
County Court of County, Texas, Term, A. D. 19..

To the Hon., Judge of said Court:

Now comes your petitioner, of County, Texas, and respectfully represents to the court, that he is interested in and a creditor of the estate of, deceased, in the sum of dollars; and that by an order of this court, passed at a regular term thereof, to wit, at the term, A. D. 19.., letters of administration upon said estate were granted to, upon his executing a bond for dollars, for the faithful performance of his duties as administrator thereof, that the appraised value of said estate, as appears from the inventory and appraisal thereof, now on file in said court, amounts to dollars, and that said bond, not being in a sum equal to double the estimated value of said estate, is therefore insufficient (or, here state some other legal grounds).

Wherefore your petitioner prays the court, that the said, administrator of the estate of, deceased, be cited to appear before your honor, at such time as to your honor may seem fit, and show cause why he should not, as administrator of said estate, give a new bond.

R. S. Art. 1951 (1898).
.....

Any person interested in said estate may demand new bond. Citation shall issue to said administrator to appear before the county judge on some day named therein, not later than ten days from the date of such citation, either in term time or in vacation, and five days' service thereof, exclusive of the day of service, shall be sufficient.

R. S. Art. 1953 (1900).

 No. 69.

CITATION FOR NEW BOND.

Estate of, Deceased. In the County Court of
County, Texas.

The State of Texas, to the Sheriff or any Constable of County—
Greeting:

You are hereby commanded to summon, administrator of the estate of, deceased, to be and appear before the county judge of County, Texas, at the courthouse of said county in on the day of, A. D. 19.., then and there to show cause why he should not give a new bond as administrator of said estate.

Herein fail not, but of this writ make due return, showing how you have executed the same.

Witness my hand and official seal this day of, A. D. 19..
(Seal.)

Clerk County Court, County, Texas.
By, Deputy.

R. S. Art. 1953 (1900).

No. 70.

FORM OF ORDER REQUIRING NEW BOND.

Estate of, Deceased. In County Court of County, Texas, this day of, A. D. 19..

This day came on to be heard the application of, filed in this court on the day of, A. D. 19.., to require, administrator of said estate, to give a new bond as such administrator on the ground that the bond heretofore given by him is insufficient; and it appearing to the court that the said has been duly cited as required by law, and the court, having inquired into the reason therefor, is satisfied that a new bond should be required:

It is therefore ordered by the court that the said be and is hereby required to give a new bond as administrator of the estate of, deceased, in the sum of dollars, within days from this date (within twenty days from date of order).

R. S. Art. 1954 (1901).

No. 71.

ORDER DISCHARGING SURETY ON BOND.

Estate of, Deceased., Administrator. In County Court of County, Texas, Term, A. D. 19.., day of, A. D. 19..

It appearing to the court that, administrator of the estate of, deceased, has given and filed in this court a new bond as such administrator, in accordance with the order of this court made on the day of, A. D. 19.., within the time required by said order, and approved by this court and entered upon the minutes thereof:

It is therefore ordered by the court, that he, the said, surety on the former bond of, as the administrator of the estate of, deceased, be and he is hereby released and discharged from all liability for the future acts of said administrator.

R. S. Art. 1956 (1903).

No. 72.

CLERK'S NOTICE TO FILE ACCOUNT.

....., Texas,, 19..

To, Administrator of the Estate of, Deceased:

You are hereby notified that under the provisions of the law you are required to make a report, showing the condition of the above mentioned estate, on or before the next term of the county court, to be held at the courthouse in, Texas, on the Monday in, A. D. 19..

Should you fail to make such report the court is required by law to cause you to be cited by the sheriff, and additional costs will be incurred by such citation.

Your attention is respectfully called to the law governing estates, indorsed on the back hereof.

Yours truly,

.....
County Clerk.

By, Deputy.

R. S. Art. 2193 (2138).

No. 73.

FORM OF ORDER OF REMOVAL OF ADMINISTRATOR WITHOUT NOTICE.

No. Estate of, Deceased. In County Court of County, Texas, Term, A. D. 19.. This day of, A. D. 19..

It appearing to the court that, who was heretofore, on the day of, A. D. 19.., appointed by this court administrator of the estate of, deceased, has neglected to qualify as such administrator in the manner or within the time required by law (here state the grounds of removal):

It is therefore ordered by the court, that the said be and is hereby removed from the administration of the estate of the said, deceased, as administrator thereof.

.....
County Judge of County.

R. S. Art. 2026 (1973).

No. 74.

FORM OF ORDER OF REMOVAL OF ADMINISTRATOR WITH NOTICE.

No. Estate of, Deceased. In County Court of
 County, Texas, Term, A. D. 19.. This day
 of, A. D. 19..

This day came on to be heard the application of for the
 removal of from the administration of the estate of
 deceased, as administrator thereof, filed in this court on
 the day of, A. D. 19.., and it appearing to the court that
 the said has been duly cited as required by law, and it ap-
 pearing to the court from the evidence that the said has
 been guilty of gross neglect (or, mismanagement) in the performance
 of his duty as such administrator, it is therefore ordered by the court
 that he, the said, be and is hereby removed from the ad-
 ministration of the estate of the said, deceased, as admin-
 istrator thereof.

.....
 County Judge of County, Texas.

R. S. Art. 2027 (1974).

No. 75.

FORM OF APPLICATION TO RESIGN AS ADMINISTRATOR.

No. Estate of, Deceased. In County Court of
 County, Texas, this day of, A. D. 19..

To the Honorable Judge of said Court:

Now comes, administrator of said estate, and states to
 the court that he wishes to resign as such administrator, and he here
 now files with this application a full and complete exhibit of the con-
 dition of said estate, together with his administration account, both veri-
 fied by affidavit as required by law.

.....
 Administrator.

R. S. Art. 2030 (1977).

A full and complete exhibit of the condition of the estate together with
 the administration account of the administrator, must accompany said
 application.

Citation shall issue returnable to some regular term of the court to
 all persons interested in said estate to appear and contest the exhibit
 and account, and shall be published for at least twenty days in some
 newspaper printed in the county, if there be one; if not, then by posting
 copies thereof for a like period in the manner required for posting other
 citations.

R. S. Art. 2032 (1979).

No. 76.

FORM OF EXHIBIT AND ACCOUNT OF ADMINISTRATOR ACCOMPANYING APPLICATION TO RESIGN.

No. Estate of, Deceased. In County Court of
 County, Texas, Term, A. D. 19..

To the Honorable....., Judge of said Court:

....., administrator of the estate of, deceased,
 would respectfully present herewith a full and complete exhibit of said
 estate, together with his administration account, as follows, to wit:

MONEY RECEIVED SINCE MY APPOINTMENT.

Date	On What Account Received	Amount
.....19..	To proceeds of acres of land sold to....	\$.....
.....19..	To rents on said land for year 19..	\$.....
.....19..	To proceeds head of horses sold to....	\$.....
Total Receipts.		\$.....

MONEY EXPENDED SINCE MY EMPLOYMENT.

Date	On What Account Expended	Amount
.....19..	By costs of court.....No. 1	\$.....
.....19..	By attorney's fees.....	\$.....
.....19..		\$.....
Total Expenditures.		\$.....

CLAIMS ALLOWED AND UNPAID.

Note for \$....., in favor of, for, dated
 day of, A. D. 19.., allowed .. day of, 19.., with
 interest \$.....

CLAIMS REJECTED.

..... (here describe claim) not sued on \$.....

CONDITION OF THE AFFAIRS OF THE ESTATE.

Balance in money on hand..... \$.....
 Note for \$....., dated day of, A. D. 19.., due
 day of, A. D. 19.., with per cent interest
 from date executed by, \$.....
 100 acres of land, situated in County, Texas, a
 part of the survey and now rented to
 for year 19.., for \$.....
 (Here state such other facts that may be necessary to show the exact
 condition of said estate.)

The State of Texas, County of

Before me,, a notary public in and for the county of, and State of Texas, on this day personally appeared, administrator of the estate of, deceased, who, having been by me duly sworn, on his oath says that the above and foregoing is a true and correct exhibit showing fully the condition of said estate, together with his administration account.

Subscribed and sworn to before me, this the day of, A. D. 19....
(Seal.)

No. 77.

FORM OF ORDER APPROVING EXHIBIT AND ACCOUNT.

Estate of, Deceased. In County Court of County, Texas, Term, A. D. 19.. This day of, A. D. 19..

This day came on to be considered the application of, administrator, to resign, accompanied by an exhibit showing the condition of said estate, together with his administration account duly verified as required by law; and it appearing to the court that due notice thereof has been given as the law requires, and the court having examined such exhibit and account, and heard all proof that was offered in support of the same, and all objections, exceptions and proof offered against the same, it appears to the court, that he, the said, administrator, has accounted for all of said estate according to law, it is therefore ordered that said exhibit and account be and they are hereby in all respects approved, and he, the said, is hereby directed to deliver the estate of the said, deceased, remaining in his possession, to, who is qualified by law to receive it.

County Judge of County, Texas.

R. S. Art. 2034 (1981).

No. 78.**FORM OF ORDER DISCHARGING ADMINISTRATOR.**

Estate of, Deceased. In County Court County,
Texas, Term, A. D. 19.. This day of, A. D. 19..

It appearing to the court that, administrator of said estate, has delivered the estate of the said, deceased, in accordance with the order of this court made on the day of, A. D. 19.., and entered upon the minutes of this court, to, and has produced to the court satisfactory evidence of that fact, it is therefore ordered that the resignation of him, the said, administrator of said estate, be and it is here now accepted; and it is also ordered that he, the said, be and he is hereby discharged from the administration of said estate as administrator thereof.

.....
County Judge of County, Texas.

R. S. Arts. 2035-2036 (1982-1983).

No. 79.**FINAL SETTLEMENT OF ESTATE.**

R. S. Art. 2190 (2135).

FORM OF APPLICATION OF ADMINISTRATOR FOR FINAL DISCHARGE.

No. Estate of, Deceased. In County Court of
. County, Texas, Term, A. D. 19..

To the Honorable Judge of said Court:

Now comes, administrator of said estate and represents to the court, that all of the debts of every kind, known to your petitioner, against said estate, have been paid (or if not paid then state have been paid so far as the assets in the hands of your petitioner as administrator of said estate will permit,) as fully appears from his final account this day filed herein in this court, verified by affidavit as required by law.

Wherefore your petitioner prays the court that citation issue herein as required by law for the next term of this court, and that an order be made and entered by this court discharging your petitioner from all and further liability and trust, as administrator of said estate, and declaring said estate to be closed, etc.

.....
Administrator.

No. 80.

FORM OF ANNUAL ACCOUNT OF ADMINISTRATOR.

(See No. 370 under Guardian and Ward.)

Executors and administrators shall be required to make annual exhibits under oath, fully showing the condition of the estate; they shall be required to make final settlement of the estates they represent within three years from grant of letters, unless the time be extended by the court after satisfactory showing being made under oath; and upon failure in either case, shall be removed as provided in article 2027.

R. S. Art. 1875 (1822a).

No. 81.

FORM OF FINAL ACCOUNT OF ADMINISTRATOR.

Estate of, Deceased. In County Court of County, Texas, Term, A. D. 19..

To the Honorable, Judge of said Court:

Now comes, administrator of the estate of, deceased, and respectfully herewith presents his final account with said estate, as follows, to wit:

1. Since he qualified as said administrator the following property belonging to said estate has come into his hands: (here mention the property as follows)

- a. Real Estate.
- b. Personal Estate.
- c. List of Claims.

2. He has disposed of the following property belonging to said estate, to wit: (here describe the property disposed of).

3. He has paid the following debts against said estate: (here state the debts paid).

4. The debt and expenses still owing by said estate are as follows, to wit: (here state the debts and expenses still owing).

5. The following property belonging to said estate still remains on hand: (here state said property).

6. The persons entitled to receive said estate, and the amount to which each is entitled, are as follows:

d., an adult, who resides in the county of, State of,, is entitled to receive \$.

e., a minor, who resides in the county of, State of, and whose guardian is, who resides in the county of, State of, is entitled to receive \$.

7. The following advancements or payments have been made by me, as administrator, from said estate: To, an adult, \$. To, guardian of, a minor, \$.

8. I herewith present proper vouchers in support of each item of this account, and ask that the account and vouchers be filed with the clerk of this court.

The State of Texas, County of

Before me,, clerk of the county court (or notary public, as the case may be) of County, Texas, on this day personally appeared, administrator of the estate of, deceased, who, having been by me duly sworn, on his oath says that the above and foregoing account contains a correct and complete statement of the matters to which it relates.

.....

Subscribed and sworn to before me, this day of, A. D. 19..

(Seal.)

.....
Clerk of County Court (or Notary Public) of County, Texas.
R. S. Art. 2191 (2136).

It shall be sufficient, under Art. 2191 (2136), to refer to the inventory without giving each item in detail; also to refer to and adopt report of sales, exhibits and accounts of the executor or administrator, including vouchers which had previously been approved and filed according to law, without restating the items thereof.

R. S. Art. 2192 (2137).

Citation shall be issued by the clerk, as hereinafter mentioned.

No. 82.

NOTICE ON ANNUAL ACCOUNT.

The State of Texas, to the Sheriff or any Constable of County—
Greeting:

You are hereby commanded to cause to be posted for twenty days, exclusive of the day of posting, before the return day hereof, on the courthouse door of said county, a copy of the following notice: The State of Texas, to all persons interested in the estate of, deceased:, administrator of said estate, has filed in the county court of County, Texas, an annual exhibit of said estate for the year ending on the day of, A. D. 19.., which will be heard by our said county court on the Monday in, A. D. 19.., the same being the day of, A. D. 19.., at the courthouse of said county in, at which time all persons interested in said estate may appear and contest said exhibit, should they desire to do so.

Herein fail not, but have you before said court on the said first day of the next term thereof, this writ, with your return thereon, showing how you have executed the same.

Witness,, Clerk of the County Court of County.

Given under my hand and seal of said Court, at office in this the day of, A. D. 19..

.....
Clerk County Court, County, Texas.

By, Deputy.

R. S. Art. 1875 (1822).

Twenty days' notice of filing exhibit must be given.

R. S. Art. 1876 (1823).

No. 83.

NOTICE BY PUBLICATION OF FINAL ACCOUNT.

The State of Texas, to the Sheriff or any Constable of County —
Greeting:

....., administrator of the estate of, deceased, having filed in our county court his final account of the condition of the estate of said, deceased, together with an application to be discharged from said administration, you are hereby commanded, that by publication of this writ for twenty days in a newspaper regularly published in the county of you give due notice to all persons interested in the account for final settlement of said estate, to file their objections thereto, if any they have, on or before the Term, 19.., of said county court, commencing and to be holden at the courthouse of said county, in the of on the in, A. D. 19. ., when said account and application will be considered by said court.

Witness,, Clerk of the County Court of County.

Given under my hand and seal of said court, at my office, in the of this day of, A. D. 19..

.....
Clerk County Court, County.

By, Deputy Clerk.

A true copy, I certify:

.....
Sheriff, County.

By, Deputy Sheriff.

R. S. Art. 2194 (2139).

Such citation shall be published for at least twenty days in a newspaper printed in the county, if there be one; if not, then by posting, etc.

R. S. Art. 2195 (2140).

No. 84.

AFFIDAVIT BY PUBLISHER OF CITATION.

The State of Texas, County of

Before me, the undersigned authority, on this day personally appeared, known to me, who, being by me duly sworn, on his oath deposes and says that he is the publisher (or printer) of the, a newspaper published in said county; that a copy of the within and foregoing citation was published in said newspaper for at least twenty days before the return day named therein, such publication being on the following dates: (here give the dates of said publications), and a newspaper copy of which is hereto attached.

.....

Sworn to and subscribed before me, this day of, A. D. 19..

(Seal.)

.....

Sheriff, County, Texas.

R. S. Art. 2195 (2140).



No. 85.

SHERIFF'S RETURN.

Came to hand on the day of, A. D. 19.., at o'clock a. m., and executed on the day of, A. D. 19.., at o'clock a. m., at, by causing a true copy hereof to be published for twenty days before the return day hereof in the, a newspaper published at, in County, Texas. This return is accompanied by the affidavit of the publisher of said newspaper, as required by law. The distance actually traveled in the execution of such process is miles.

.....

Sheriff, County, Texas.

28th Leg., Reg. 1903, p. 81.

Art. 4905 of R. S. 1895 is so revised as to read as follows, to wit: Every sheriff and deputy sheriff or constable shall indorse on all process and precepts coming to their hands, the day and hour on which they received them, the manner in which they executed them, and state at what time and place the process was served, as well as the distance actually traveled in serving such process and shall sign their returns officially.

No. 86.

FORM OF ORDER ON FINAL ACCOUNT AND AUDITING SAME.

No. Estate of, Deceased. In County Court of
 County, Texas, Sitting for Probate Purposes,
 Term, A. D. 19..

On this the day of, A. D. 19.., came on to be considered, in the administration of the estate of, deceased, the final account of, administrator of said estate; and it appearing to the court that due notice has been given of the filing thereof as required by law, the court proceeded to examine the said account and the vouchers accompanying the same and to hear all exceptions and objections thereto, and the evidence in support of and against the account, and, having fully considered the same, etc. (the court should re-state said account, if necessary, and audit and settle the same.)

R. S. Art. 2197 (2142).

Upon a settlement of an estate, if there is any of the estate remaining in the hands of the executor and administrator, and the heirs, devisees or legatees of the estate, or their assignee, or either of them, are present or represented in court, it shall be the duty of the county judge to order a partition and distribution of the estate to be made among them, upon satisfactory proof being made that they are entitled to receive it.

R. S. Art. 2198 (2143).

If upon such settlement there be none of the estate remaining in the hands of the executor or administrator, he shall be discharged from his trust by an order of the court entered upon the minutes, and such order shall declare said estate closed.

R. S. Art. 2199 (2114).

Whenever in any case the executor or administrator has fully administered the estate in accordance with the provisions of Title 39, and in accordance with the order of the court, and has filed proper vouchers, it shall be the duty of the court to enter upon the minutes an order discharging said executor or administrator from his trust and declaring said estate to be closed.

R. S. Art. 2200 (2145).

ADMINISTRATION OF COMMUNITY PROPERTY.

R. S. Art. 2219-2238 (2164-2183).

No. 87.

FORM OF APPLICATION FOR COMMUNITY ADMINISTRATION.

Estate of, Deceased (or Insane). In County Court of
. County, Texas, this day of, A. D. 19..

To the Hon., Judge of said court:

Now comes your petitioner,, who resides in
County, Texas, the husband of, deceased (or insane), and
respectfully shows to the court that his wife died (or, was declared
insane by the county court of County, State of Texas) on the
. . . . day of, A. D. 19.., at, in County,
Texas.

That the said left surviving her the following children,
to wit:, a girl, years of age, and, a boy,
. . . . years of age, both of whom reside in County, Texas.

That there is a community estate between the said, de-
ceased (or insane) wife and myself.

That said deceased died intestate and was, at the time of her death, a
resident of the county of and State of Texas (here state such
facts as show the jurisdiction of the court over the estate).

Wherefore your petitioner asks the court to appoint three appraisers
to appraise said estate as in other administrations.

(Seal.)

R. S. Art. 2222 (2167).

No. 88.

FORM OF ORDER APPOINTING APPRAISERS.

Estate of, Deceased (or Insane). In County Court of
. County, Texas, this day of, A. D. 19..

It is hereby ordered by the court that,
and, of county, be and they are hereby now ap-
pointed appraisers to appraise the community estate of,
deceased, and surviving husband,

(Seal.)

County Judge, County, Texas.

R. S. Art. 2223 (2168).

No. 89.

FORM OF INVENTORY AND APPRAISEMENT.

Estate of, Deceased. In County Court of
County, Texas.

INVENTORY, APPRAISEMENT AND LIST OF CLAIMS OF THE COMMUNITY.

Estate of, Deceased, and her surviving husband,
., produced before the undersigned appraisers on the
day of, A. D. 19.., by, administrator of the estate
of, deceased.

COMMUNITY PROPERTY OF SAID COMMUNITY ESTATE.

. acres of land situated in County, Texas, part of
the league, valued at \$.....,
. head of cattle valued at..... \$.....

LIST OF COMMUNITY DEBTS DUE SAID ESTATE.

Note signed by, dated, and due,
with interest at the rate of . . . per cent per annum from date, for
\$.

We, the undersigned appraisers, solemnly swear that the foregoing is a
full, fair and complete inventory and appraisement of the community
estate of, deceased, and surviving husband,,
and list of all community debts due said estate, produced before us by
., administrator.
.
.

Sworn to and subscribed before me, this day of, A. D.
19..

LIST OF INDEBTEDNESS DUE BY SAID ESTATE.

One promissory note, for the sum of \$., dated,
with interest at the rate of . . . per cent per annum from date, payable to
the order of, whose postoffice address is,
Texas.

I do solemnly swear that the foregoing inventory and appraisement
and lists is a full, fair and complete inventory and appraisement, list of
claims and list of indebtedness of said community estate of,
deceased, and myself, that have come to my knowledge.
.

Sworn to and subscribed before me, this day of, A. D.
19..

No. 90.

FORM OF BOND OF SURVIVOR.

Estate of, Deceased. In County Court of County, Texas.

Know all men by these presents, that we,, husband of the said, deceased (or insane), as principal, and and, as sureties, acknowledge ourselves bound to pay to, county judge of County, Texas, the sum of dollars (value of the community estate as shown by the appraisement), conditioned that he,, the husband of the said, deceased (or insane), will faithfully administer the community of himself and the said, his deceased (or insane) wife, and pay over one-half the surplus thereof, after the payment of the debts with which the whole of such property is properly chargeable, to such person or persons as shall be entitled to receive the same.

(Seal.)
.
.

Approved this day of, A. D. 19..

(Seal.)
County Judge of County, Texas.

R. S. Art. 2225 (2170).

No. 91.

FORM OF ORDER APPROVING INVENTORY, APPRAISEMENT AND LIST OF CLAIMS OF COMMUNITY ESTATE.

R. S. Art. 2226 (2117).

Estate of, Deceased (or Insane). In County Court of County, Texas, Term, A. D. 19.., (or in Vacation).

On this the day of, A. D. 19.., came on to be considered the report of the inventory, appraisement and list of claims of the community estate of, deceased, and surviving husband,, made by and, who have heretofore been appointed by the court to appraise said community estate, and the court having examined the same, it is ordered by the court that said report be and it is hereby in all respects approved, and the same together with this order is ordered recorded upon the minutes of this court, and the said, as the survivor of said community estate, is hereby authorized to control, manage and dispose of said community estate in accordance with the provisions of the Revised Statutes of this State.

.
County Judge of County, Texas.

When the above order has been entered, such survivor, without any further action in the county court, shall have the right to control, manage and dispose of such community property, real or personal, in such manner as may seem best for the interest of the estate and of suing and being sued with regard to the same, in the same manner as during the lifetime of the deceased, and a certified copy of said order of the court shall be evidence of the qualification and right of such survivor.

R. S. Art. 2227 (2172).

The survivor shall keep a fair and full account and statement of all community debts and expenses paid by him, and of the disposition made of such community property (R. S. Art. 2228 (2173)), and shall pay all just and legal community debts as soon as practicable, and according to the classification and in the order prescribed for the payment of debts in other administrations.

R. S. Art. 2230 (2175).

ATTACHMENTS.

R. S. Arts. 186-216 (152-182).

ATTACHMENTS MAY BE ISSUED BY WHOM AND WHEN.

The judges and clerks of the district and county courts and justices of the peace may issue writs of original attachment, returnable to their respective courts, upon the plaintiff, his agent or attorney, making an affidavit in writing, stating:

1. That the defendant is justly indebted to the plaintiff and the amount of the demand; and
2. That the defendant is not a resident of the State, or is a foreign corporation, or is acting as such; or
3. That he is about to remove permanently out of the State, and has refused to pay or secure the debt due the plaintiff; or
4. That he secretes himself so that the ordinary process of law cannot be served on him; or
5. That he has secreted his property for the purpose of defrauding his creditors; or
6. That he is about to secrete his property for the purpose of defrauding his creditors; or
7. That he is about to remove his property out of the State, without leaving sufficient remaining for the payment of his debts; or
8. That he is about to remove his property, or a part thereof, out of the county where the suit is brought, with intent to defraud his creditors; or
9. That he has disposed of his property, in whole or in part, with intent to defraud his creditors; or

10. That he is about to dispose of his property with intent to defraud his creditors; or

11. That he 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

12. That the debt is due for property obtained under false pretenses.
R. S. Art. 186 (152).

WHAT FACTS MUST FURTHER APPEAR.

The affidavit shall further state:

1. That the attachment is not sued out for the purpose of injuring or harassing the defendant; and

2. That the plaintiff will probably lose his debt unless such attachment is issued.

R. S. Art. 187 (153).

Not to issue until suit begun. No such attachment shall issue until the suit has been duly instituted, but it may be issued in a proper case either at the commencement of the suit or at any time during its progress.

R. S. Art. 188 (154).



No. 92.

AFFIDAVIT FOR ATTACHMENT IN JUSTICE COURT.

The State of Texas, County of In Justices' Court, Precinct
No., County, Texas, Term, A. D. 19..

..... vs No.

Now comes, plaintiff in the above entitled and numbered cause, who, being duly sworn, deposes and says:

First. That the defendant is justly indebted to him upon an open account in the sum of dollars, which indebtedness is now due.

Second. That the defendant is about to dispose of his property with intent to defraud his creditors.

Third. That the attachment is not sued out for the purpose of injuring or harassing the defendant; and that the plaintiff will probably lose his debt unless such attachment is issued.

.....

Sworn to and subscribed before me, the ... day of, A.D. 19..
(Seal.)

R. S. Arts. 168-187 (152-153).

No. 93.

AFFIDAVIT FOR ATTACHMENT IN COUNTY COURT.

The State of Texas, County of In County Court of
County, Texas, Term, A. D. 19..
..... vs No.

Now comes, who, being duly sworn, deposes and says,
that he is the agent (or attorney, as the case may be) of,
plaintiffs in the above entitled and numbered cause, a firm composed of
..... and; that defendants,, a firm
composed of and, are justly indebted to
plaintiffs in the sum of dollars, which indebtedness is now due;
that the debt is due for property obtained under false pretenses; that
the attachment is not sued out for the purpose of injuring or harassing
the defendants; and that the plaintiffs will probably lose their debt
unless such attachment is issued.

.....
Agent (or Attorney) for

Sworn to and subscribed before me, this day of, A. D.
19..
(Seal.)

No. 94.

AFFIDAVIT FOR ATTACHMENT.

The State of Texas, County of In Court of
County, Texas, Term, A. D. 19..
..... vs No.

Now comes, the plaintiff in the above entitled and
numbered cause, who, being duly sworn, deposes and says:

First. That the defendant, is justly indebted to the
said plaintiff in the sum of dollars and cents, of which said
indebtedness the sum of dollars is already due, and the balance,
amounting to the sum of dollars, is not yet due, but will become
due on the day of, A. D. 19..

Second. That the said defendant is about to remove permanently
out of the State, and has refused to pay or secure the debt due the
plaintiff.

Third. That the attachment is not sued out for the purpose of in-
juring or harassing the defendant; and that the plaintiff will probably
lose his debt unless such attachment is issued.

.....
Sworn to and subscribed before me, this day of, A. D.
19..
(Seal.)

The writ of attachment above provided for may issue, although the plaintiff's debt or demand be not due, and the same proceedings shall be had thereon as in other cases, except that no final judgment shall be rendered against the defendant until such debt or demand shall become due.

R. S. Art. 189 (155).

No. 95.

AFFIDAVIT FOR ATTACHMENT IN DISTRICT COURT.

The State of Texas, County of In District Court of
County, Texas, Term, A. D. 19..

..... vs No.

Now comes, who, being duly sworn, deposes and says:

First. That he is the agent of, plaintiff in the above entitled and numbered cause, a private corporation duly and legally incorporated under and by virtue of the laws of the State of Texas, having its principal office in, County, Texas.

Second. That and, partners doing business under the firm name of, are justly indebted to plaintiff upon an open account in the sum of dollars; that this account is dated, A. D. 19.., and was due and payable, A. D. 19.., and is now due.

Third. That defendants are further justly indebted to plaintiff upon a promissory note for \$, dated, A. D. 19.., due and payable, A. D. 19.., allowing three days of grace. That this note bears ... per cent interest per annum from date until paid, interest due and payable annually. This note also calls for ... per cent attorney's fees in the event default is made in the payment of same at maturity, and it is placed in the hands of an attorney for collection, or suit is brought on same; this note being not yet due and payable, plaintiff does not claim the ... per cent attorney's fees on same.

Fourth. That the account and note are fully set out in plaintiff's original petition, and reference is here made to said petition for a full and complete description of said account and note.

Fifth. That the defendants have secreted their property for the purpose of defrauding their creditors.

Sixth. That this attachment is not sued out for the purpose of injuring or harassing the defendants; and that the plaintiff will probably lose its debt unless such attachment is issued.

.....
Agent for the

Sworn to and subscribed before me, this day of, A. D. 19..

(Seal.)

.....

No. 96.

BOND FOR ATTACHMENT.

..... vs No. In the Court of
..... County, Texas.

The State of Texas, County of

We, the undersigned,, as principal, and
and, as sureties, acknowledge ourselves bound to pay to
..... the sum of dollars, conditioned that the above
bound, plaintiff in attachment against the said
....., defendant, will prosecute his said suit to effect, and
that he will pay all such damages and costs as shall be adjudged against
him for wrongfully suing out such attachment.

Witness our hands this day of, A. D. 19..

.....
.....
.....

Approved this day of, A. D. 19..

R. S. Art. 192 (158).

Such bond shall be delivered to and approved by the officer issuing the writ, and shall, together with the affidavit, be filed with the papers of the cause.

R. S. Art. 191 (157).

Plaintiff must give bond with security: Before the issuance of any writ of attachment the plaintiff must execute a bond, with two or more good and sufficient sureties, payable to the defendant, in a sum not less than double the debt sworn to be due, conditioned that the plaintiff will prosecute his suit to effect, and will pay all such damages and costs as shall be adjudged against him for wrongfully suing out such attachment.

R. S. Art. 190 (156).

No. 97.

BOND FOR ATTACHMENT AGAINST FIRM.

..... vs In Court of County,
Texas.

The State of Texas, County of No.

We, the undersigned, and, composing the firm of, as principals, and and as sureties, acknowledge ourselves bound to pay to and, composing the firm of, the sum of

dollars, conditioned that the above bound, and plaintiffs in attachment against said and defendants, will prosecute their said suit to effect, and that they will pay all such damages and costs as shall be adjudged against them for wrongfully suing out such attachment.

Witness our hands this the day of, A. D. 19..

.....
.....
.....

R. S. Art. 192 (158).

Approved this the day of, A. D. 19..

.....

R. S. Art. 191 (157).

No. 98.

WRIT OF ATTACHMENT.

The State of Texas. To the Sheriff or any Constable of County, Texas — Greeting:

We command you, that you attach forthwith so much of the property of, if to be found in your county, repleviable on security, as shall be of value sufficient to make the sum of dollars, and the probable costs of suit, to satisfy the demand of, and that you keep and secure in your hands the property so attached, unless replevied, that the same may be liable to further proceedings thereon, to be had before our court in, in the County of, on the day of, A. D. 19.., when and where you shall make known how you have executed this writ.

Witness my hand and seal of said court, at office in the town of, County, Texas, this, the day of, A. D. 19..

(Seal.)

R. S. Art. 196 (162).

.....

OFFICER'S RETURN ON SAID WRIT.

Came to hand on the day of, A. D. 19.., and at o'clock m., and executed on the day of, A. D. 19.., at o'clock m., at, in County, Texas, by levying the same upon and taking possession of the following described personal property (here describe the property) levied upon as the property of, defendant, found in the possession of, and valued by me at the sum of dollars, and now in my possession. The distance actually traveled in the execution of such process is

Witness my hand this the day of, A. D. 19..

.....

Sheriff, County, Texas.

R. S. Art. 211 (177).

Writ should be returned to the court from which it issued, on or before the first day of the next term thereof.

R. S. Art. 210 (176).

OFFICER'S RETURN — PROPERTY REPLEVIED BY DEFENDANT.

Came to hand on the . . . day of, A. D. 19.., at . . . o'clock . . . m., and executed on the . . . day of, A. D. 19.., at . . . o'clock . . . m., at, in County, Texas, by levying the same upon and taking possession of the following described personal property (here describe the property) levied upon as the property of defendant, found in the possession of, and valued by me at the sum of . . . dollars, which said property has this day been replevied by, defendant, who this day gave his bond in the sum of dollars, with and as sureties. The distance actually traveled in the execution of such process is . . . miles.

Witness my hand this the . . . day of, A. D. 19..

.
 Sheriff, County, Texas.

R. S. Art. 211 (177).

No. 99.

OFFICER'S RETURN—PROPERTY IN POSSESSION OF PART OWNER.

Came to hand on this, the . . . day of, A. D. 19.., at . . o'clock . . . m., and executed on the . . . day of, A. D. 19.., at . . o'clock . . . m., at, in County, Texas, by levying the same upon as the property of, defendant, a half interest in (here describe the property), valued by me at the sum of dollars, same being in the rightful possession of, part owner thereof, of which the said has been by me duly notified. The distance actually traveled in the execution of such process is . . . miles.

Witness my hand this the . . . day of, A. D. 19..

.
 R. S. Art. 2349 (2292).

The writ of attachment shall be levied in the same manner as is or may be the writ of execution upon similar property.

R. S. Art. 201 (167).

A levy upon personal property is made by taking possession thereof, when the defendant in execution is entitled to the possession; where the defendant in execution has an interest in personal property, but is not entitled to the possession thereof, a levy is made thereon by giving notice thereof to the person who is entitled to the possession, or one of them when there are several.

No. 100.

RETURN OF LEVY—STOCK RUNNING AT LARGE.

Came to hand on this, the . . . day of, A. D. 19.., at . . . o'clock . . . m., and executed on the . . . day of, A. D. 19.., at . . . o'clock . . . m., at, in County, Texas, by levying the same upon, as the property of, defendant, head of stock cattle, running at large on the range in County, Texas, and bearing the mark of (here give the mark) and branded as follows:(here give the brand), valued by me at the sum of dollars. Said levy was made in the presence of and, credible persons, and the said, defendant, has been by me duly notified in writing of said levy. The distance actually traveled in the execution of such process is . . . miles.

Witness my hand this the . . . day of, A. D. 19..

R. S. Art. 2350 (2293).



No. 101.

NOTICE OF FOREGOING LEVY.

The State of Texas, County of To

You are hereby notified that by virtue of an attachment lately issued by, a justice of the peace in and for said county, in favor of, against you, I have this day levied on, as your property, head of stock cattle running at large on the range in said county, bearing the mark of (here give the mark), and the brand of (here give the brand).

Witness my hand this the . . . day of, A. D. 19..

R. S. Art. 2350 (2293).

Levy on shares of stock of any corporation or joint-stock company is made by leaving a notice thereof with any officer of such company.

R. S. Art. 2351 (2294).

No. 102.

RETURNS OF OFFICER—INTEREST OF PARTNER.

Came to hand on the . . . day of, A. D. 19.., at . . . o'clock . . . m., and executed on the . . . day of, A. D. 19.., at . . o'clock . . . m., at, in County, Texas, by levying the same upon the interest of, defendant, in the property belonging to the firm of, of County, Texas, by leaving a notice thereof, with, a member of said firm. The distance actually traveled in the execution of such process is . . . miles.

Witness my hand this the . . . day of, A. D. 19..

R. S. Art. 2352 (2295).

No. 103.

WRIT OF ATTACHMENT AGAINST FIRM.

The State of Texas. To the Sheriff or any Constable of County, Texas — Greeting:

We command you that you attach forthwith so much of the property of and, individuals composing the firm of, if to be found in your county, repleviable on security, as shall be of value sufficient to make the sum of dollars, and the probable costs of suit, to satisfy the demand of and, individuals composing the firm of, and that you keep and secure in your hands the property so attached, unless replevied, that the same may be liable to further proceedings thereon, to be had before our court in, in the county of, on the . . . day of, A. D. 19.., when and where you shall make known how you have executed this writ.

Witness my hand and seal of said court, at office in the town of, County, Texas, this the day of, A. D. 19..

(Seal.)

R. S. Art. 196 (162).

No. 104.

SHERIFF'S RETURN.

Came to hand on the . . . day of, A. D. 19.., at . . . o'clock . . . m., and executed on the . . . day of, A. D. 19.., at . . o'clock . . . m., at in County, Texas, by levying the same upon and taking possession of the following described personal property: (here describe the property) levied upon as the property of

..... and, individuals composing the firm of, defendants, said property found in the possession of, and valued by me at the sum of dollars. A complete schedule or inventory of said property is hereto annexed and made a part of this return, for a full and complete description and valuation of said goods. I also levied upon the following real estate as the property of said defendants, which real estate is described as follows: (here describe the same). I value said real estate at dollars. I, the officer levying this writ of attachment, immediately after said levy filed with the county clerk of County, Texas, clerk of the county in which said real estate levied upon by me is situated, a copy of this writ, together with a copy of so much of this return as relates to the land levied upon in said county. The distance actually traveled in the execution of such process is miles.

Witness my hand this the day of, A. D. 19..

.....
 Sheriff (or Constable) of County, Texas.

R. S. Art. 211 (177).

The writ of attachment shall be levied in the same manner as is or may be the writ of execution upon similar property.

R. S. Art. 201 (167).

No. 105.

AFFIDAVIT FOR ATTACHMENT FOR PROPERTY OF ESTATE.

The State of Texas, County of In County Court of
 County, Texas, Term, A. D. 19..

..... vs No.

To the Honorable, County Judge of County,
 Texas:

Now comes your petitioner, and respectfully represents to your honor:

First. That your petitioner is interested in the estate of, deceased, and has an interest in the same. That said estate consists of (here state what said estate consists of).

Second. That the executor (or administrator, as the case may be) of said estate, to wit,, is about to remove said estate (or any part thereof) beyond the limits of this State. That this estate is now in County, Texas.

Third. That the attachment is not sued out for the purpose of injuring or harassing the said; and that the plaintiff will probably lose his interest in said estate unless such attachment is issued.

Sworn to and subscribed before me this the day of, A. D. 19..

(Seal.)

Whenever complaint in writing, under oath, shall be made to the county judge, by any person interested in the estate of a decedent, that the executor or administrator of such estate is about to remove said estate or any part thereof beyond the limits of this State, such judge shall have power to order a writ to issue, directed to the sheriff or any constable of any county in the State, commanding him to seize such estate, or any part thereof, and hold the same subject to such further orders as such judge may make on such complaint, provided, that no such writ shall issue unless the complainant shall give bond with two or more good and sufficient sureties, in such sum as the said judge may require, payable to the executor or administrator of such estate, conditioned for the payment of all damages and costs that may be recovered for the wrongful suing out of such writ.

R. S. Art. 1874 (1822).

No. 106.

BOND FOR ATTACHMENT AGAINST EXECUTOR.

The State of Texas, County of

Know all men by these presents, that, whereas has made complaint, in writing, under oath, that is executor of the estate of, deceased; that said, executor aforesaid, is about to remove said estate beyond the limits of this State, and has applied for a writ to issue to seize said estate: Now then,, as principal, and and, as sureties, acknowledge ourselves bound to pay to, executor of the estate of, deceased, the sum of dollars (amount fixed by the county judge), conditioned for the payment of all damages and costs that may be recovered for the wrongful suing out of such writ.

.....
.....
.....

R. S. Art. 1874 (1822).

No. 107.

ORDER OF COUNTY JUDGE TO COUNTY CLERK TO ISSUE WRIT.

The State of Texas, County of To the County Clerk of County, Texas.

Whereas has made complaint, in writing under oath, that he is interested in the estate of, deceased, and that is the executor of said estate, and that said, executor aforesaid, is about to remove said estate beyond the limits of

this State; that said estate is now in County, Texas; and has given bond as required by law:

You are therefore ordered to issue a writ directed to the sheriff or any constable in this State where this estate may be found, commanding him to seize such estate, or any part thereof, and hold the same subject to such further order as I may make on such complaint.

.....
County Judge, County, Texas.

R. S. Art. 1874 (1822).

No. 108.

WRIT OF ATTACHMENT AGAINST EXECUTOR.

The State of Texas. To the Sheriff or any Constable of County, Texas — Greeting:

In compliance with the order of the honorable, County Judge, County, Texas, we command you that you seize the estate of, deceased, of which is executor, or any part thereof, and hold the same subject to such further order as the honorable, judge aforesaid, may make. (This estate consists of.....) Herein fail not, but of this writ make due return, with your indorsement thereon showing how you have executed the same.

Given under my hand and seal, at office in the city of, County, Texas, this the day of, A. D. 19...
(Seal.)

OFFICER'S RETURN.

Came to hand on the day of, A. D. 19..., at o'clock ... m., and executed on the same day at o'clock ... m., at, in County, Texas, by seizing (here describe the property), found in the possession of, said seized by me as belonging to the estate of, deceased. I hold said subject to such further order as the honorable, County Judge of County, Texas, may make. The distance actually traveled in the execution of such process is miles.

Witness my hand this the day of, A. D. 19..

.....
R. S. Art. 1874 (1822).

No. 109.

BOND OF INDEMNITY IN ATTACHMENT.

State of Texas, County of

Know all men by these presents, that we, as principal and as sureties, acknowledge ourselves to owe, and be indebted to, sheriff of County, in the sum of dollars, for the payment of which sum well and truly to be made to the said, his heirs or assigns, we do bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

Signed with our hands this day of, 19..

The condition of the above obligation is such that, whereas, on the day of, 19.., a writ of attachment was issued out of the Court of County, State of Texas, in favor of against in a certain suit therein pending in which the said is plaintiff, and the said is defendant, number, and which said writ of attachment has been placed in the hands of said sheriff, who has been directed by the said plaintiff to levy upon certain property pointed out to him by said plaintiff as the property of the said defendant, and designated as follows, to wit: (Here describe the property.)

Now therefore if the above bounden shall well and sufficiently indemnify, save and keep harmless, the said, sheriff as aforesaid, from all costs, charges, damages and suits that he may incur, or become liable to in consequence of the levy of the said attachment and shall pay off, cancel and discharge all judgments, damages and costs that may be rendered against said, sheriff, by reason of said levy if it should afterward appear that the property levied upon by him does not belong to the defendant, then this obligation to be null and void, otherwise to remain in full force and effect.

Witness our signatures this day of, A. D. 19..

.....

R. S. Art. 199 (165).

No. 110.

RELEVY BOND IN ATTACHMENT.

..... Plaintiff, vs. Defendant. No. In
 Court of County, Texas.

Whereas, by virtue of a writ of attachment issued out of the above named court (in the cause therein pending, numbered and entitled as

above) and bearing date the . . . day of, A. D. 19..,, the sheriff (or constable, as the case may be) of the county of has seized and taken the following property in the possession of the said, viz: (here describe the property), and which by the said has been appraised at dollars; and has been permitted to remain in the hands of the said

Now therefore we, the said as principal, and as sureties, acknowledge ourselves bound to pay to plaintiff, in the sum of dollars, conditioned that if the defendant be condemned in the above entitled cause, he or some other person will return the specific property above described, to satisfy the judgment which may be rendered.

Witness our hands this . . . day of, A. D. 19..

.
.
.
.
.
.

Approved this . . . day of, A. D. 19..

.
.

Bond must be signed by two or more good and sufficient sureties, to be approved by the officer who levied the writ, payable to the plaintiff, in double the amount of the plaintiff's debt, or, at the defendant's option, for the value of the property replevied, to be estimated by the officer.

R. S. Art. 204 (170).



No. 111.

APPLICATION FOR SALE OF PERSONAL PROPERTY.

The State of Texas, County of

In Court of County, Texas, Term, A. D. 19.. (or in Vacation).

. vs No.

To the Honorable Judge of said Court:

Now comes, plaintiff in the above entitled and numbered cause, and respectfully represents to your honor that the personal property levied upon in this cause has not been claimed or replevied; that said property is in danger of serious and immediate waste or decay (or that the keeping of the same until the trial of this cause will neces-

sarily be attended with such expense or deterioration in value as greatly to lessen the amount likely to be realized therefrom, as the case may be).

Wherefore he prays your honor that an order of sale issue directing that said property be sold.

.....

Sworn to and subscribed before me, this the day of, A. D. 19..

(Seal.)

.....

R. S. Art. 205 (171).

No. 112.

OFFICER'S RETURN—PROPERTY DELIVERED TO CLAIMANT.

Came to hand on the day of, A. D. 19.., at o'clock m., and executed on the day of, A. D. 19.. at o'clock m., at, in County, Texas, by levying the same upon and taking possession of the following described personal property (here describe the property) levied upon as the property of, defendant, found in the possession of and valued by me at the sum of dollars. And on the day of, A. D. 19.., made claim to said property (or to the goods, wares and merchandise) levied upon by me under and by virtue of this writ of attachment, and made oath in writing of his claim to said property (or to said stock of goods), and gave bond for same, with and as sureties. I accepted said oath and approved said bond, and forthwith returned said oath and bond to the Court of County, Texas. The distance actually traveled in the execution of such process is miles.

Witness my hand this the day of, A. D. 19..

.....

Sheriff (or Constable) of County, Texas.

R. S. Art. 203 (169).

Any person other than the defendant may claim the personal property so levied on, or any part thereof, upon making the affidavit and giving bond required by the provisions of the title relating to the trial of the right of property.

R. S. Art. 5286 (4822).

For form of oath and bond, see Trial of Right of Property.

No. 113.

ORDER OF SALE—PERSONAL PROPERTY.

The State of Texas, County of

.....

No. vs.

.....

In Court of County, Texas, Term, A. D. 19.. (or in Vacation).

Whereas,, plaintiff in the above entitled and numbered cause, has made application for an order of sale of certain personal property levied upon by, sheriff (or constable) of County, Texas, under and by virtue of a writ of attachment, issued out of this court on the day of, A. D. 19.., in the above entitled and numbered cause, and was by him executed on the ... day of, A. D. 19.., by levying upon the property hereinafter described; and it having been made to appear to me that said property has not been claimed or replevied, as by law provided in such cases, and that said property is in danger of serious and immediate waste or decay (or that the keeping of the same until the trial of this cause will necessarily be attended with such expense or deterioration in value as greatly to lessen the amount likely to be realized therefrom, as the case may be). You are therefore hereby commanded to advertise for sale until the of, A. D. 19.., and then sell on that day, the following described property: (here describe the property); said advertisement and sale to be made in like manner as provided by law in the sale of personal property under execution; and to return the proceeds of said sale within five days thereafter to the clerk of the Court of County, Texas. Herein fail not, but of this order make due return as the law directs.

.....

Judge of Court, County, Texas.

R. S. Art. 205 (171).

Such sale shall be conducted in the same manner as sales of personal property under execution, except as to the time of advertisement, which may be fixed by the judge or the justice for a shorter period, according to the exigency of the case.

R. S. Art. 207 (173).

No. 114.

RETURN OF ORDER SALE—PERSONAL PROPERTY.

Came to hand on the . . . day of, A. D. 19.., at . . . o'clock . . . m., and in accordance with the commands in this order of sale, the personal property levied upon by me in the cause of vs, was by me sold at public sale to the highest bidder for cash on the . . . day of, A. D. 19.., at . . . o'clock . . . m., at, in County, Texas, to wit: to, for the sum of dollars. That hereto attached, made a part hereof and signed by me officially, is a statement in writing filed herewith, stating the time and place of said sale, the name of the purchaser, the amount received, and an itemized account of the expenses attending the sale. The proceeds of said sale was, within five days after said sale, to wit, on the . . . day of, A. D. 19.., paid over by me, the officer making the sale, to the clerk of the Court of County, Texas (or, the justice of the peace, as the case may be), said clerk having issued said order of sale. The distance actually traveled in the execution of such process is . . . miles.

Witness my hand this the . . . day of, A. D. 19..

R. S. Art. 208 (174).

No. 115.

JUDGMENT FOR PLAINTIFF IN ATTACHMENT.

. vs. No. In Court of County, Texas, Term, A. D. 19..

On this the . . . day of, A. D. 19.., came the parties by their attorneys, in the above entitled and numbered cause, and announced ready for trial, whereupon came a jury of good and lawful men, to wit: and five others, who being duly impaneled and sworn, a true verdict to render according to the law and the evidence, after hearing the pleadings, the evidence, arguments of counsel and the charge of the court, retired to consider of their verdict, and on same day returned into court the following verdict, to wit: "We the jury find for the plaintiff in the sum of dollars., Foreman."

It is therefore ordered, adjudged, and decreed by the court, that the plaintiff,, do have and recover of and from the defendant,, the sum of dollars, together with his costs in this behalf expended, for which execution may issue (or, if tried before the court without a jury, "On this the . . . day of, A. D. 19.., came on to be heard the above entitled and numbered cause, both plaintiff and defendant appeared in person and by their attorneys and announced ready for trial, a jury having been waived, the same was submitted to

the court. And the court, after hearing the pleadings, the evidence and the argument of counsel, is of the opinion that the plaintiff ought to recover.

It is therefore ordered, adjudged and decreed by the court, that the plaintiff,, do have and recover of and from the defendant, the sum of dollars, together with his costs in this behalf expended, for which execution may issue.”)

And it appearing to the court that a writ of attachment heretofore issued in this cause was, on the . . . day of, A. D. 19.., by the sheriff of County, Texas, levied upon the following described property of the defendant (here describe the property) valued at the sum of dollars, and that the same* was replevied by the defendant, who on the . . . day of, A. D. 19.., executed his replevy bond therefor in the sum of dollars, with, and, as sureties, it is therefore ordered, adjudged and decreed by the court that said attachment lien, as it existed on the . . . day of, A. D. 19.., be and the same is hereby foreclosed, and that an order of sale be issued commanding the sale of said property, or so much thereof as may be necessary for the satisfaction of this judgment.**

It is further ordered, adjudged and decreed by the court that said plaintiff have and recover of and from the defendant, and and, the sureties on his replevy bond, the sum of dollars (the amount of the judgment, interest and cost, or the value of the property replevied and interest, according to the terms of the replevy bond), for which he may have his execution.

(If the property has been delivered to a claimant under the statute for the trial of the right of property, proceed from** in the preceding form, omitting the last clause from* as follows:) was delivered to, claimant, who on the . . . day of, A. D. 19.., filed with said officer his affidavit and bond, with and as sureties, for the trial of the right of property, which issue is pending in the court of County, Texas, and undetermined, between plaintiff and the said

It is therefore considered by the court that said attachment lien be foreclosed, subject to the judgment rendered in said suit for the trial of the right of property, and that, should said claimant fail to establish his right thereto, the clerk of this court shall issue an order of sale directed to the proper officer, commanding him to sell the above described property, or so much thereof as may be sufficient, for the satisfaction of the judgment rendered in this cause.

R. S. Art. 214 (180).

When an attachment issued from a county or justice court has been levied upon land, no order or decree foreclosing the lien thereby shall be necessary, but the judgment shall briefly recite the issuance and levy of such attachment, and such recital shall be sufficient to preserve such

licn. The land so attached may be sold under execution after judgment and the sale thereof shall vest in the purchaser all the estate of the defendant in attachment in such land, at the time of the levy of such writ of attachment.

ATTACHMENT TO BE RECORDED, WHEN.

Whenever an attachment is levied upon real estate the officer levying the same shall immediately file with the county clerk of the county or counties in which the real estate so levied upon is situated, a copy of the writ, together with a copy of so much of his return as relates to the land in said county. Said clerk shall enter in a book to be kept for that purpose, the names of the plaintiffs and defendants in attachment, the amount of the debt and the return of the officer in full. Should the writ of attachment be quashed or otherwise vacated, the court in which the attachment suit is pending shall cause a certified copy of said order to be sent to the county clerk of the county or counties in which the real estate levied upon is situated. Said clerk shall upon the receipt of the same, etc.

R. S. Art. 4669.

ABSTRACT OF JUDGMENT.

R. S. Arts. 3283-3293 (3153-3163).

No. 116.

ABSTRACT OF JUDGMENT.

The State of Texas, County of

At a term of the court begun and holden at, within and for the county of, by the Hon., judge thereof, in a cause numbered on the docket of said court wherein was plaintiff and was defendant, a judgment was rendered on the day of, A. D. 19.., in favor of the said and against the said for the sum of dollars, with interest thereon at the rate of per cent per annum from date, and the further sum of dollars, costs of suit; and there still remains due on said judgment the said sum of dollars, with interest and costs, as aforesaid (or state the amount remaining due).

I,, clerk of the Court of County, Texas, do hereby certify that the above and foregoing is a true and correct abstract of a certain judgment rendered in said court, at the Term, A. D. 19.., in cause No. in favor of, plaintiff, against, defendant, as the same appears from the minutes of said court, in volume on page

Witness my hand and the seal of said court this day of, A. D. 19..

.....
Clerk of Court, County.

R. S. Art. 3285 (3155).

No. 117.

CERTIFICATE OF COUNTY CLERK ON SAID ABSTRACT OF JUDGMENT.

The State of Texas, County of

I,, county clerk of County, do hereby certify that this abstract of judgment was filed for record in my office the day of, A. D. 19.., at o'clock m., and was immediately recorded the day of, A. D. 19.., at o'clockm., in the judgment records of said county in volume on page, and was also at the same time entered upon the index to said judgment record, showing the names of each plaintiff and each defendant in said judgment, and the numbers of the pages of the book upon which said abstract is recorded.

Witness my hand and seal of office this the day of, A. D. 19..

.....
County Clerk, County, Texas.

By, Deputy.

R. S. Art. 3287 (3157).

When any judgment has been recorded and indexed, as provided by law, it shall from the date of such record, and index, operate as a lien upon all of the real estate of the defendant situated in the county where such record and index are made, and upon all real estate which the defendant may thereafter acquire situated in said county.

R. S. Art. 3289 (3159).

When said lien has been acquired as provided by law, it shall continue for ten years from the date of such record and index, unless the plaintiff shall fail to have execution issued upon his judgment within twelve months after the rendition thereof, in which case said lien shall cease to exist.

R. S. Art. 3290 (3160).

Any judgment rendered in this State by any United States court may be abstracted and recorded in the same manner as above provided.

R. S. Art. 3293 (3163).

ATTESTATION OF RECORDS.

No. 118.

OF A COURT OF ANY STATE TO BE USED IN ANOTHER STATE.

The State of Texas, County of

I,, clerk of the Court of said county of, in the State of, do hereby certify that the within and preceding pages contain a full, complete, true and exact copy of the proceedings in a cause of record in the office of said court in favor of, plaintiff, against, defendant.

Given under my hand and seal of office, at office in said county of, this day of, A. D. 19..

.....
Clerk of Court, County, Texas.

No. 119.

JUDGE'S CERTIFICATE.

The State of Texas, County of

I,, judge of the Judicial District of the State of Texas, presiding in the county of, do hereby certify that, whose name appears to be signed to the above certificate, is, and was at the time of signing the same, the clerk of said district court therein mentioned, and as such was the proper person to make said certificate, and that the same is in due form.

Given under my hand officially this day of, A. D. 19..

.....
Judge of Judicial District of State of Texas.

ASSIGNMENTS FOR CREDITORS.

R. S. Arts. 71-86.

No. 120.

ASSIGNMENT UNDER THE STATUTE FOR THE BENEFIT OF CREDITORS.

The State of Texas, County of

Know all men by these presents, that this agreement, made and entered into this day of, A. D. 19.., by and between, party of the first part, and, party of the second part, all of the county of, State of Texas, witnesseth; whereas, the said is justly indebted in divers sums of money which he is unable to pay in full to different creditors, whose names are stated in the annexed list, and he desires to make a fair distribution of his property and assets among such of his creditors as will consent to accept their proportional share of his estate, and discharge him from their respective claims in accordance with the provisions of the statute:

Now therefore, in consideration of the premises, and of the sum of one dollar to him in hand paid, by the said, the receipt of which is hereby acknowledged, the said doth by these presents bargain, sell, release, convey and set over unto the said all his real and personal estate, other than that which is by law exempt from execution.

To have and to hold unto him, the said, and his successors, in trust for the benefit of creditors of the said aforesaid. And the said on his part covenants and agrees faithfully to perform his duties as assignee in accordance with the statute concerning assignments for the benefit of creditors.

In testimony whereof we have hereunto set our hands, this day of, A. D. 19..

.....
.....

R. S. Art. 73.

ACKNOWLEDGMENT.

The State of Texas, County of

Before me the undersigned authority on this day personally appeared and, each known to me (or proved to me on the oath of) to be the persons whose names are subscribed to the above and foregoing instrument in writing, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this day of, A. D. 19..

(Seal.)

R. S. Art. 72.

.....

No. 121.

INVENTORY OF DEBTOR'S ESTATE.

INVENTORY OF THE ESTATE, BOTH REAL AND PERSONAL, OF
 ASSIGNOR, GIVING A TRUE STATEMENT OF THE PROPERTY
 ASSIGNED BY HIM.

The State of Texas, County of
 Real estate (here describe each piece of real estate fully).
 Personal property (here describe the same).
 Notes, as follows: (here describe the same).
 Accounts (here describe same, giving names of debtor and
 amounts due).
 Merchandise (here give full inventory of same).

LIST OF CREDITORS.

. (here give the names and residence of each creditor and
 the nature of each debt or demand).

The State of Texas, County of
 I,, do solemnly swear that the foregoing inventory is
 in all respects just and true according to the best of my knowledge and
 belief.

Sworn to and subscribed before me, under my official hand and seal,
 this day of, A. D. 19..
 (Seal.)
 R. S. Art. 72.

- The inventory shall contain,
1. A full and true account of all the creditors of such debtor or debtors.
 2. The place of residence of each creditor if known to such debtor or debtors, and if not known, that fact to be so stated.
 3. The sum owing to each creditor, and the nature of each debt or demand, whether arising on written security account or otherwise executed.
 4. The true cause and consideration of such indebtedness in each case, and the place where such indebtedness arose.
 5. A statement of any existing judgment, mortgage, collateral or other security for the payment of any such debt.
 6. A full and true inventory of all such debtor's estate at the date of such assignment, both real and personal, in law or in equity, and the incumbrances existing thereon, and of all vouchers and securities relating thereto, and the value of such estate according to the best knowledge of such debtor or debtors.

7. An affidavit shall be made by such debtor or debtors, and annexed to and delivered with such inventory or schedule, that the same is in all respects just and true according to the best of such debtor or debtors' knowledge and belief.

R. S. Art. 72.

No. 122.

BOND OF ASSIGNEE.

The State of Texas, County of

Know all men by these presents, that we, as principal, and and, as sureties, are held and firmly bound unto the State of Texas, in the penal sum of dollars, to the payment of which we bind ourselves, our heirs, executors and administrators.

The condition of this obligation is such, that whereas has, by his certain deed of assignment, bearing date of the day of, A. D. 19.., conveyed all his property to the above bound for the benefit of accepting creditors, under and by virtue of the laws of this State relating to assignments for the benefit of creditors, now, if the said shall faithfully discharge his duties as such assignee, and shall make proportional distribution of the net proceeds of the assigned estate among the creditors entitled thereto, then this obligation shall be void, otherwise to remain in full force and effect.

Witness our hands this day of, A. D. 19..

.....
.....

R. S. Art. 76.

No. 123.

NOTICE TO CREDITORS.

The State of Texas, County of

To the Creditors of You are hereby notified that, of the county of, on the day of, A. D. 19.., executed a deed of assignment, conveying to the undersigned all of his property for the benefit of such of his creditors as will consent to accept their proportional share of his estate and discharge him from their respective claims, and that the undersigned accepted said trust, and has duly qualified as required by law.

All creditors consenting to said assignment must, within four months after the publication of this notice, make known to the assignee their consent in writing, and within six months from the date of this notice file their claim, prescribed by law, with the undersigned, who resides at, Texas, which is also his postoffice address.

Witness my hand this day of, A. D. 19.

R. S. Art. 74.

This notice should be published in some newspaper printed in the county where the assignor resides, within thirty days after the execution of the assignment, for three successive weeks, and so far as he can, the assignee shall also give personal notice, or notice by mail, to each of the creditors of the assigning debtor.

No. 124.

NOTICE OF ACCEPTANCE BY CREDITOR.

The State of Texas, County of

To, Assignee of You are hereby notified that the said, assignor, is indebted to me in the sum of dollars, and I hereby consent to accept my proportional share of his estate, and discharge him from said respective claim, as made and provided for by the statute in such cases.

.

Notice of acceptance should be given within four months after the publication of notice of assignment.

R. S. Art. 75.

No. 125.

CREDITOR'S CLAIM.

....., Assignee,
 To
, Dr:
 dollars.
 (here set forth the claim).

AFFIDAVIT TO CLAIM.

I,, do solemnly swear that the foregoing statement is true, that the debt is just, and that there are no credits or offsets that should be allowed against the claim, except as shown by the statement.

Sworn to and subscribed before me, under my official hand and seal this day of, A. D. 19..
 (Seal.)
 R. S. Art. 78.

Statement of creditor's claim should be filed with the assignee within six months after the publication of notice of assignment.

ASSIGNMENT OF ACCOUNTS, JUDGMENTS, ETC.

No. 126.

ASSIGNMENT INDORSED ON INSTRUMENT.

The State of Texas, County of

For and in consideration of the sum of dollars to me in hand paid by, I hereby assign all my right, title and interest in the within instrument to him, the said, and his assigns.
 Witness my hand this day of, A. D. 19..

R. S. Art. 208 (266).

No. 127.

ASSIGNMENT OF INSTRUMENT, WITH GUARANTY OF PAYMENT.

For a valuable consideration I assign the within obligation, and all moneys due thereon, to, hereby guarantying the payment of the same to him or his assigns.
 Witness my hand this day of, A. D. 19..

No. 128.

ASSIGNMENT OF OBLIGATION WITHOUT GUARANTY OF PAYMENT.

For value received I hereby assign the within obligation, and all moneys due thereon, to, not holding myself liable in any-wise for the payment of the same.

Witness my hand this day of, A. D. 19..

.....

No. 129.

ASSIGNMENT OF AN ACCOUNT.

The State of Texas, County of

For and in consideration of the sum of dollars to me in hand paid by, I hereby assign and transfer to the said the account annexed hereto against, of County, Texas, all my right, title, interest in and to the same with full power and authority to collect and receipt therefor. And I guaranty to said that said account is just and due, and that I have not received or discharged the same or any part thereof.

Witness my hand this day of, A. D. 19..

.....

No. 130.

ASSIGNMENT OF BOND BY A SEPARATE INSTRUMENT.

The State of Texas, County of

Know all men by these presents, that I,, of said county and State, for and in consideration of the sum of dollars, to me in hand paid by, the receipt of which is hereby acknowledged, have bargained, sold and assigned, and by these presents do bargain, sell and assign, unto the said, of County, Texas, his executors, administrators and assigns, a certain bond or obligation in writing, and conditions thereof, bearing date of the day of, A. D. 19.., executed by to me, conditioned for the pay-ment of dollars on the day of, A. D. 19.., with in-terest from, at the rate of per cent per annum, and all sums of money due or to become due thereon. And I further covenant with the said that there is now due on said obligation,

according to the conditions thereof, principal and interest, the sum of dollars, and that I am the lawful owner of said obligation.

Witness my hand this day of, A. D. 19..

Signed and delivered in the presence of

.....
.....

Witnesses.

No. 131.

ASSIGNMENT OF A DEBT.

The State of Texas, County of

I,, for and in consideration of the sum of dollars, to me in hand paid by, the receipt of which is hereby acknowledged, have bargained, sold, transferred and assigned unto the said a certain debt due and owing to me from of County, Texas, for (here state the nature of the indebtedness), amounting to dollars.

And I do hereby authorize the said, in my name or otherwise, but at his own costs, to sue for, collect and receive, sell and transfer, and settle and discharge the said debt.

And I do hereby covenant that the said sum of dollars is justly owing and due to me from the said, and that I have neither done nor will do anything to lessen or discharge the said debt, or hinder the said or his assigns from collecting the same.

Witness my hand this day of, A. D. 19..

No. 132.

ASSIGNMENT OF MORTGAGE.

The State of Texas, County of

Know all men by these presents, that I,, of, County, Texas, for and in consideration of the sum of dollars, to me in hand paid by, the receipt of which is hereby acknowledged, have bargained, sold and assigned, and by these presents do grant, bargain, sell, assign and transfer unto the said, his executors, administrators and assigns, a certain mortgage, bearing date day of, A. D. 19.., made to me by, to secure the sum of dollars, lawful currency of the United States of America, together with the obligation therein described, and the money due or to become due thereon, with the interest.

And I covenant that I am the true and lawful owner of the said obligation and mortgage, and that I have just right, full power and authority to sell, assign and dispose of the same; and that there is now owing thereon the said principal sum of dollars, together with the interest thereon from the day of, A. D. 19.. It is expressly understood that no recourse is to be had against me as assignor or surety for the payment of said obligation.

Witness my hand this day of, A. D. 19..

.....

No. 133.

**ASSIGNMENT OF A MORTGAGE AS COLLATERAL SECURITY, TO BE
INDORSED THEREON.**

The State of Texas, County of

Know all men by these presents, that I,, for and in consideration of the sum of dollars to me in hand paid by, the receipt of which is hereby acknowledged, do hereby assign, transfer, convey and set over unto the said the within mortgage, and the obligation therein described, and all my right, title and interest in and to the same, and do hereby authorize the said, in my name or otherwise, but at his own costs and charges, to collect and obtain payment of the same. And I covenant that there is now owing for principal upon the said bond and mortgage the sum of dollars, and interest at the rate of per cent per annum from the day of, A. D. 19., and that I am the owner thereof, and have a good right to sell the same. But this assignment is upon this express condition, that if the said (assignor) shall well and truly pay, or cause to be paid, unto the said (assignee) the sum of dollars, on or before the day of, A. D. 19., with interest thereon at the rate of per cent per annum from the date hereof, then this assignment to be void. But if the said (assignee), his heirs or assigns, shall collect the money secured by the obligation and mortgage hereby assigned, then, after taking therefrom the said sum of dollars, with interest as above stipulated, and the amount of costs and charges properly incurred in and about the collecting thereof, including the usual attorney's fees, he or they shall pay over the surplus (if any) to the said (assignor), his executors, administrators or assigns.

Witness my hand this day of, A. D. 19..

....., (Assignor).

....., (Assignee).

.....
.....

Witnesses.

No. 134.

ASSIGNMENT OF A JUDGMENT.

The State of Texas, County of

Know all men by these presents, that I,, for and in consideration of the sum of dollars to me in hand paid by, the receipt of which is hereby acknowledged, do hereby transfer and assign to the said a certain judgment by me recovered in the Court of County, Texas, at the term, A. D. 19.., of said court, against, for the sum of dollars and costs of suit, with full authority to demand and receive the same to his own use, and upon payment thereof, or of any part, to give discharge for the same. And I authorize the said, in my name, but at his own cost and charge, to sue out execution and all other legal process that may be necessary for the enforcement of said judgment.

And I do covenant that there is now due on said judgment the sum of dollars, and that I will not collect or receive the same or any part thereof, nor release or discharge the said judgment.

Witness my hand this day of, A. D. 19..

Signed and delivered in the presence of

.....
.....

Witnesses.

No. 135.

ASSIGNMENT OF LEASE.

The State of Texas, County of

Know all men by these presents, that I,, for and in consideration of the sum of dollars, to me in hand paid by, the receipt of which is hereby acknowledged, do hereby assign, transfer and convey unto the said a certain lease, bearing date the day of, A. D. 19.., made by, of County, Texas, to me for the term of years, reserving unto the said the yearly rent of dollars, payable (here state how the same is payable), with all and singular the premises therein mentioned and described, and the buildings thereon, together with the appurtenances, to have and to hold the same for and during the remainder of the term mentioned in said lease. And I do further covenant that the said assigned premises are free from all other

gifts, grants, bargains, sales, leases and incumbrances, by me suffered, made or created.

Witness my hand this day of, A. D. 19..

Signed and delivered in the presence of

.....
.....
.....

Witnesses.

No. 136.

ASSIGNMENT OF POLICY OF INSURANCE.

The State of Texas, County of

For and in consideration of the sum of dollars to me in hand paid, the receipt of which is hereby acknowledged, I do hereby sell, assign, transfer, convey and set over unto the said, all my right, title, interest, claim and demand, in and to the within-named policy of insurance, and all sums of money, interest, benefit and advantage whatever, now due, or which may hereafter arise, or to be had or made by virtue thereof, to have and to hold the same unto the said, his heirs and assigns forever.

Witness my hand this day of, A. D. 19..

Signed and delivered in the presence of

.....
.....
.....

Witnesses.

No. 137.

ASSIGNMENT OF A PATENT FOR AN INVENTION.

The State of Texas, County of

Whereas, letters patent, bearing date the day of, A. D. 19. ., were granted and issued by the government of the United States, under the seal thereof, to, of said county and State, for (here state the nature of the invention, in general terms, as in the patent), a more particular description whereof is annexed to 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, his heirs, executors, administrators or assigns, for the term of years from said date.

Now therefore know all men by these presents, that I, the said, for and in consideration of the sum of dollars, to me in hand paid by, the receipt of which is hereby acknowledged, have granted, assigned and set over, and by these presents do grant, assign and set over, unto the said, of said State and county, his executors, administrators and assigns, the said letters patent, and all my right, title and interest in and to said invention.

Witness my hand this day of, A. D. 19..

Signed and delivered in the presence of

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.
.

Witnesses.

No. 138.

TRANSFER AND ASSIGNMENT OF PURCHASE MONEY NOTE AND LIEN.

The State of Texas, County of

Know all men by these presents, that in consideration of dollars in hand paid me by, the receipt of which is hereby acknowledged, hereby assign, transfer, and convey unto the said certain note.. executed by, dated the day of, A. D. 19.., aggregating dollars.

Said note .. having been given to in part payment for that certain traet or pareel of land, situated in County, Texas, fully described in the deed bearing even date of said note .. reeorded in volume, page, Records of Deeds of County, Texas, which is referred to and made a part hereof for further description.

To have and to hold the above mentioned note.., together with all and singular the contract lien, vendor's lien, rights, equities and interest in said land which I have by virtue of being the the vendor. . in said deed and payee. . in said note. . And I bind myself that said note is the first lien on the said land and that all payments, offsets and credits have been allowed. This conveyance, however, not to affect in any manner my liability as indorser on the baek of said note.. And I hereby guarantee the payment of principlal and interest of said note.. or any extension or renewal thereof, hereby waiving protest, diligence and suit on the same.

Witness hand this day of, A. D. 19..

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.

SINGLE ACKNOWLEDGMENT.

The State of Texas, County of

Before me, the undersigned authority, on this day personally appeared, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this day of, A. D. 19..

.....
Notary Public, County, Texas.

BILLS OF SALE.

No. 139.

BILL OF SALE.

The State of Texas, County of

Know all men by these presents, that I,, of the county of, Texas, for and in consideration of dollars, to me paid by, the receipt of which is hereby acknowledged and confessed, have bargained, sold and delivered, and do by these presents bargain, sell and deliver unto the said, of the county of, State of Texas, the following described personal property, to wit: (here describe the property).

And I do for myself, my heirs, executors, administrators and assigns, covenant to and with the said, his heirs, executors, administrators and assigns to warrant and defend the title to said property before mentioned, against the lawful claim or claims of any and all persons whomsoever.

Witness my hand at, Texas, this day of, A. D. 19..

Witnesses.

.....
.....

Upon the sale, alienation or transfer of any horse, mare, mule, gelding, colt, jack, jennet, cow, calf, ox or beef steer by any person in this State, the actual delivery of such animals shall be accompanied by a written transfer from the vendor, or party selling, to the purchaser, giving the number, marks and brands of each animal sold and delivered.

R. S. Art. 4940 (4562).

Form Book — 7.

No. 140.

SHERIFF'S BILL OF SALE.

The State of Texas, County of

Know all men by these presents, that I,, sheriff of said county of, Texas, by virtue of an execution issued upon a judgment rendered in the (here give the court) in said county, in favor of against, cause No., did lately seize and levy upon (here describe the property), as the property of the said, and after duly advertising said as required by law, did offer said for sale at public auction, between the legal hours thereof, on the first Tuesday in, A. D. 19.., being the ... day of said month, at the door of the courthouse at, in said county, and knocked off the said to, of said county, at and for the sum of dollars, he being the highest and best bidder therefor.

Now therefore I,, the said sheriff as aforesaid, in consideration of the premises and the said sum of dollars, to me in hand paid by the said, the receipt of which is hereby acknowledged and confessed, do by these presents sell and convey to the said, his heirs and assigns, all the right, title and interest the said, defendant in execution, had in and to said at the time of levy and sale thereof.

Witness my hand officially this day of, A. D. 19..

.....
Sheriff, County, Texas.

Executed and delivered in the presence of

.....
.....

Witnesses.

See R. S. Art. 2375 (2316).

BONDS.

No. 141.

BOND FOR COSTS.

The State of Teaxs, County of No. In Court of County.

Know all men by these presents, that we,, as principal, and and, as sureties, do hereby bind ourselves, jointly and severally, to pay unto the officers of said court and to

whom it may concern, all costs that have accrued, or may accrue, in the prosecution of a certain suit now pending in said court, wherein is plaintiff and is defendant.

Witness our hands this day of, A. D. 19..

.....
.....
.....

Approved this day of, A. D. 19..

.....

Clerk of Court, County.

R. S. Art. 1440 (1436).

The plaintiff in any civil suit may at any time before final judgment, upon motion of the defendant or any officer of the court interested in the costs accruing in such suit, be ruled to give security for the costs; and if such rule be entered against the plaintiff and he fail to comply therewith on or before the first day of the next term of the court, the suit shall be dismissed. The clerk may require of the plaintiff security for costs before issuing any process therein, but he shall file his petition and enter the same properly on the docket.

R. S. Art. 1439 (1435).



No. 142.

AFFIDAVIT OF INABILITY TO GIVE BOND FOR COSTS.

..... vs. No..... In Court of
..... County.

....., plaintiff in the above entitled cause, being duly sworn, says he is too poor to pay the costs of court and is unable to give security therefor.

.....

Sworn to and subscribed before me, this the day of, A. D. 19..

.....

Clerk of Court, County.

R. S. Art. 1442 (1438).

The clerk or justice of the peace shall have the right to contest, by proof or otherwise, the inability of the party to pay the cost. If plaintiff demands a jury, he shall file with the clerk an affidavit in writing that he is unable to deposit the jury fee, and that he cannot by pledge of property or otherwise obtain money for that purpose.

R. S. Art. 3195 (3067).

No. 143.

APPEAL BOND FROM JUSTICE COURT.

..... vs. No..... In the Justice Court, Precinct
No., County, Texas.

Whereas, on the day of, A. D. 19.., before,
a justice of the peace in the county of, State of Texas,
..... recovered a judgment against for the sum of
.... dollars, besides costs of suit, from which judgment the said
..... has appealed to the County Court of County:
Now therefore we,, as principal, and and
....., as sureties, acknowledge ourselves bound to pay unto the
said the sum of dollars, conditioned that the said
..... shall prosecute his said appeal to effect and shall pay off
and satisfy the judgment which may be rendered against him on such
appeal.

Witness our hands this day of, A. D. 19..

....., Principal.
....., Surety.
....., Surety.
....., Surety.

Examined and approved this day of, A. D. 19..

.....
Justice of the Peace Precinct No., County, Texas.
R. S. Art. 1670 (1639).

No. 144.

CERTIFICATE OF SOLVENCY OF BOND.

The State of Texas, County of

I,, clerk of the Court in and for said county,
do hereby certify that and, whose genuine
signatures appear signed to the annexed bond, are in my opinion good
and ample security for the amount therein specified; and that
and, each, have property in said county subject to
execution of a larger amount, and that if said bond was offered to me
for approval the same would be accepted and approved.

Witness my hand and seal of office, at, this the day of
....., A. D. 19..

.....
Clerk of Court, County.
By, Deputy.

No. 145.

AFFIDAVIT IN LIEU OF APPEAL BOND FROM JUSTICE COURT.

..... vs. No..... In Justice Court of Precinct
 No., County, Texas.

....., defendant in the above entitled and numbered cause,
 pending before, a justice of the peace in and for precinct
 No., County, Texas, being duly sworn, says that at a reg-
 ular term of said court, to wit, on the day of, A. D. 19..,
 the said, plaintiff in said cause, recovered a judgment
 against him, the said, for the sum of dollars, with
 interest thereon from the day of, A. D. 19.., at ... per cent
 per annum, and all costs of suit, from which said judgment he desires
 to prosecute an appeal to the county court of said county of,
 but that he is unable to pay the costs of appeal, or any part thereof, or
 to give security therefor.

.....
 Sworn to and subscribed before me, this ... day of, A. D. 19..

Justice of the Peace Precinct No., County, Texas.

R. S. Art. 1671 (1639a.)

Such proof shall be made before the county judge of the county where
 such party resides, or before the court trying the same, at any time
 within ten days from and after the date of the judgment rendered therein.
 Said affidavit may be contested by any officer of the court or party to
 the suit. When the appellant files his affidavit of his inability to pay the
 costs, it shall be the duty of the court trying the case, or the justice of
 the peace in which said case was tried, or the county judge of the county
 in which the suit is pending, to hear evidence and to determine the right
 of the party to his appeal.

R. S. Art. 1671 (1639a.)

No. 146.

BOND TO CONVEY LAND.

The State of Texas, County of

Know all men by these presents, that I,, of said State
 and county, am held and firmly bound unto, of
 County, in said State, in the penal sum of ... dollars, lawful currency
 of the United States, for the payment of which to the said,
 his heirs, executors, administrators and assigns, I bind myself, my heirs,
 executors and administrators.

The condition of the above obligation is such, that whereas the above
 bounden, for and in consideration of the sum of

dollars, cash to him in hand paid by the said, and the further sum of dollars, secured to be paid by the said, evidenced by his two several promissory notes of even date herewith, one being for the sum of dollars, and due and payable on the day of, A. D. 19.., with interest from date at per cent per annum, and the other for the sum of dollars, and due and payable on the day of, A. D. 19.., with interest from date at per cent per annum, executed and delivered by the said to the above bound, has bargained and sold, and by these presents do bargain and sell, unto the said, a certain tract of land out of the survey and situated in County, Texas, with metes and bounds as follows: (here describe the land).

Now, if the above bound shall, upon the payment of said two promissory notes above mentioned, according to their legal tenor and effect, make, execute and acknowledge, or cause to be made, executed and acknowledged, a good and sufficient deed, with warranty of title and possession, conveying the above described land and premises unto the said, his heirs, executors, administrators and assigns, then the above obligation shall be null and void, otherwise to remain in full force and effect.

Witnesses:

.

[Acknowledgment same as in deed.]

No. 147.

BOND FOR TITLE WITHOUT SURETY.

The State of Texas, County of

Know all men by these presents, that whereas of said county of has this day executed and delivered to, of the county aforesaid, his certain promissory note for the sum of dollars, to become due on the day of, A. D. 19.., being the consideration given for a certain tract of land hereinafter described: Now I, the said, in consideration of the premises, hereby acknowledge myself bound to pay to the said the sum of dollars, conditioned that if I, the said, upon the payment of said promissory note being well and truly made, will execute and deliver to the said, or his assigns, good and sufficient titles, in fee simple, for a certain tract of land situated in said county

of, in the survey, consisting of acres, more particularly described and designated as follows: (here describe the land), together with all and singular, the rights, members and appurtenances to the same in any manner belonging, and with such warranties and assurances as will secure the said against the lawful claims of any person whomsoever; then this obligation is to become void, otherwise to remain in full force and effect.

Witness my hand this the day of, A. D. 19..

Executed and delivered in presence of

.....

[For acknowledgment, same as given in deeds.]

No. 148.

BOND FOR TITLE TO REAL ESTATE WITH SURETY.

The State of Texas, County of

Know all men by these presents, that we,, as principal, and and, as sureties, all of the county of, State of Texas, do hereby acknowledge ourselves held and firmly bound to, of the county of, State of Texas, in the sum of dollars, to be paid to, and to his heirs, executors, administrators or assigns, to the payment of which sum, we bind ourselves, our heirs, executors and administrators, firmly by these presents: The condition of the foregoing obligation is, that, whereas, the above bound has this day sold to the said his heirs and assigns forever, the following described real estate, lying and being situate in the County of, State of Texas, to wit: (here set forth the description of the property by proper field notes). The consideration paid, and agreed to be paid, for said land is as follows: to wit: The sum of dollars, on the day of, 19.., the sum of dollars on the day of, 19.., and the sum of dollars on the day of, 19.., together with per cent interest upon such sums as they become due, and the reasonable costs for the collection of said money, and the further consideration of the furnishing by the said to the said, without costs of a complete abstract of title to said property, showing same to be clear of any and all incumbrances whatever.

Now, if the said shall well and truly furnish such abstract within five days from the date hereof, and on said day of, 19.., make the first payment above mentioned and then and

there execute and deliver to the said, vendor lien notes for the other payments, and the said shall then make or cause to be made, to the said, or to his heirs, assigns and legal representatives, a good and valid title to said premises, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

Witness our hands this day of, 19..

., Principal.
., Surety.
., Surety.

Signed, sealed and delivered in presence of

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No. 148 1/2.

BOND WITH CONDITION INDEMNIFYING SURETY IN A BOND.

The State of Texas, County of

Know all men by these presents, that I,, of said State and county, am held and firmly bound unto, of County, in said State, in the penal sum of dollars, lawful currency of the United States, for the payment of which to the said, his heirs, executors, administrators and assigns, I bind myself, my heirs, executors and administrators.

The condition of the above obligation is such, that whereas the said, at the special instance and request of the above bounden, has bound himself, together with the said, unto one, in a certain obligation bearing even date herewith, in the penal sum of dollars, conditioned (here insert the conditions of the said bond): Now therefore if the said shall well and truly perform the condition of said bond in manner and form as he is therein required to do, and at all times hereafter save harmless the said, his heirs, executors and administrators, of and from the said obligation, and of and from all actions, costs and damages for and by reason thereof, then this obligation to be void; otherwise to remain in full force and effect.

Witness my hand this the day of, A. D. 19..

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No. 149.

AGENT'S BOND.

The State of Texas, County of

Know all men by these presents, that, whereas has been appointed of in the city of, in said county, and by reason of said appointment will receive into his hands divers sums of money, goods, chattels, and other things, the property of the said: Now therefore we, the said, as principal, and and, as sureties, acknowledge ourselves bound to pay to the said the sum of dollars, conditioned that the said, his executors or administrators, shall, upon request to him or them made, make and give unto the said a true and correct account of all such sums of money, goods, chattels and other things as have come into his possession by virtue of his appointment, and shall and do pay over and deliver to said, or to any other person duly authorized to receive the same, all such balances or sums of money, goods chattels and other things which shall be due by him to said

Witness our hands this the day of, A. D. 19..

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No. 150.

COMMON BOND.

The State of Texas, County of

Know all men by these presents, that I,, of said State and county, am held and firmly bound unto, of County, in said State, in the penal sum of dollars, lawful currency of the United States, for the payment of which to the said, his heirs, executors, administrators and assigns, I bind myself, my heirs, executors and administrators.

The condition of the above obligation is such, that if the above bounden, his heirs, executors and administrators, shall well and truly pay, or cause to be paid, unto the said, his executors, administrators or assigns, the sum of dollars, lawful currency of the United States in equal annual payments from the date hereof with annual interest from the date of this obligation on the amount paid, then the above obligation to be void, otherwise to remain in full force and effect.

Witness my hand this the day of, A. D. 19..

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No. 151.

BOND FOR THE PAYMENT OF MONEY AND INTEREST SEMI-ANNUALLY.

The State of Texas, County of

Know all men by these presents, that I,, of said State and county, am held and firmly bound unto, of County, in said State, in the penal sum of dollars, lawful currency of the United States, for the payment of which to the said, his heirs, executors, administrators and assigns, I bind myself, my heirs, executors and administrators.

The condition of the above obligation is such, that if the above bounden, his heirs, executors and administrators, shall well and truly pay, or cause to be paid, unto the above named, his executors, administrators or assigns, the sum of dollars, lawful currency of the United States, on the day of, A. D. 19.., and the legal interest thereon, to be computed from the day of the date hereof, and to be paid semi-annually, on the day of and the day of in each and every year, then the above obligation to be void; otherwise to remain in full force and effect. And it is hereby expressly agreed that should any default be made in the payment of said interest, or of any part thereof, on any day whenever the same is made payable, as above expressed, the aforesaid principal sum of dollars, with all arrearages of interest thereon, shall at the option of the said, his executors, administrators, or assigns, become and be due and payable immediately thereafter, although the period above limited for the payment thereof may not then have expired, anything hereinbefore contained to the contrary thereof in anywise notwithstanding.

Witness my hand this the day of, A. D. 19..

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BONDS AND OATHS OF OFFICERS.

No. 152.

COUNTY SUPERINTENDENT'S BOND.

The State of Texas, County of

Know all men by these presents, that we,, as principal, and and, as sureties, are held and firmly bound unto the county commissioners' court of the county of, State of Texas, and their successors in office, in trust for the available school fund of the county of, in the sum of five thousand dollars, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Signed with our hands and dated this day of, A. D. 19..

The condition of the above obligation is such that, whereas the above

bounden was, on the day of, A. D. 19.., duly elected to the office of county superintendent of public instruction in and for the county of, in the State of Texas: Now therefore if the said shall faithfully perform and discharge all of the duties of his office, then this obligation to be void, otherwise to remain in full force and effect.

In testimony whereof, witness our hands.

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R. S. Art. 3929b.

Such county superintendent shall take the oath of office prescribed by law. The county judge who serves as ex officio county superintendent of public instruction shall give bond in the sum of one thousand dollars, payable to the commissioners' court and their successors in office, and conditioned for the faithful performance of his duties.

R. S. Art. 3939.

No. 153.

COUNTY COMMISSIONER'S BOND.

The State of Texas, County of

Know all men by these presents, that we,, as principal, and and, as sureties, are firmly held and bound unto, treasurer of the county of, State of Texas, in the sum of dollars, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Signed with our hands and dated this day of, A. D. 19..

The condition of the above obligation is such that, whereas, the above bounden was, on the day of, A. D. 19.., duly elected to the office of county commissioner in and for commissioner precinct No., in County, State of Texas: Now therefore if the said shall faithfully perform and discharge all the duties required of him by law as county commissioner aforesaid, then this obligation to be void, otherwise to remain in full force and effect.

In testimony whereof, witness our hands.

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R. S. Art. 1535 (1512).

Each commissioner shall take the oath prescribed by the Constitution, and shall also take the oath that he will not be directly or indirectly

interested in any contract with or claim against the county in which he resides, and shall execute a bond in the sum of \$3,000, payable to the treasurer of his county.

In case of vacancy in said office, the county judge shall appoint some suitable person living in the precinct where such vacancy occurs, to serve as commissioner for such precinct until the next general election.

R. S. Art. 1536 (1513). Commissioner road bond \$1,000 to County Judge. Supplement to Sales Civ. Sts. 1897-1904, p. 512.



No. 154.

COUNTY JUDGE'S BOND.

The State of Texas, County of

Know all men by these presents, that we,, as principal and and, as sureties, are held and firmly bound unto, treasurer of the county of, in the State of Texas, in the sum of ... dollars, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents.

Signed with our hands and dated this day of, A. D. 19..

The condition of the above obligation is such, that, whereas, the above bounden was, on the day of, A. D. 19.., duly elected to the office of county judge in and for County, in the State of Texas: Now therefore if the said, county judge of County, shall pay over to the person or officer entitled to receive it, all moneys that may come into his hands as county judge within thirty days after he shall have received the same, then this obligation to be void, otherwise to remain in full force and effect.

In testimony whereof, witness our hands.

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R. S. Art. 1125 (1134).

Said bond shall be in a sum of not less than one thousand nor more than five thousand dollars to be determined and fixed by the commissioners' court. The county judge shall take the oath of office prescribed in the Constitution and also the further oath required of the several members of the commissioners' court.

The judge of the district court, and each special judge provided for by law shall, before entering upon the duties of his office, take the oath of office prescribed by the Constitution.

R. S. Art. 1066 (1088).

No. 155.

COUNTY TREASURER'S GENERAL BOND.

The State of Texas, County of

Know all men by these presents, that we,, as principal, and and, as sureties, are firmly held and bound unto, county judge of the county of, State of Texas, in the sum of dollars, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents.

Signed with our hands and dated this day of, A. D. 19..

Whereas the above bounden has been elected to the office of county treasurer of the county of, State of Texas, at the general election held therein on the day of, A. D. 19...: Now, the condition of this obligation is such, that if the said shall faithfully execute the duties of his office and pay over, according to law, all moneys which shall come into his hands as county treasurer, and render a just and true account thereof to said court at each regular term of said court, then this obligation to be null and void, otherwise to remain in full force and effect.

In testimony whereof, witness our hands.

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R. S. Art. 921 (989).

No. 156.

COUNTY TREASURER'S BOND FOR SCHOOL FUND.

The State of Texas, County of

Know all men by these presents, that we,, as principal, and and, as sureties, are held and firmly bound unto, county judge of the county of, State of Texas, in the sum of dollars, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents.

Signed with our hands and dated this day of, A. D. 19..

The condition of this obligation is such, that if the said, county treasurer of the county of, State of Texas, shall safely keep and faithfully disburse the school fund of this county according to law, and pay such warrants as may be drawn on said fund by competent authority, then this obligation shall be null and void, and otherwise to remain in full force and effect.

In testimony whereof, witness our hands.

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R. S. Art. 921 (989).

No. 157.

COUNTY TREASURER'S ADDITIONAL BOND.

The State of Texas, County of

Know all men by these presents, that we,, as principal, and and, as sureties, are firmly held and bound unto, county judge of the county of, State of Texas, in the sum of dollars, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents.

Signed with our hands and dated this day of, A. D. 19..

Whereas, the above bounden, treasurer of the county of, State of Texas, on the day of, A. D. 19.., executed his bond in accordance with law for the faithful performance of the duties of his office, etc.; and whereas, the commissioners' court of said county has required said to give an additional bond: Now the condition of this obligation is such, that if the said shall faithfully execute the duties of his office and pay over, according to law, all moneys which shall come into his hands as county treasurer, and render a just and true account thereof to said court at each regular term of said court, then this obligation shall be null and void, and otherwise to remain in full force and effect.

In testimony whereof, witness our hands.

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R. S. Art. 922 (990).

No. 158.

COUNTY AND DISTRICT SURVEYORS.

R. S. Art. 4068-4105 (3834-3870).

R. S. Art. 4069, amended by 25th Leg., p. 26.

BOND OF COUNTY SURVEYOR.

The State of Texas, County of

Know all men by these presents, that we,, as principal, and and, as sureties, are held and firmly bound unto, Governor of the State of Texas, and his successors in office, in the sum of dollars, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents.

Signed with our hands and dated this day of, A. D. 19..

Whereas, the above bound has been elected to the office of surveyor in and for the county of, State of Texas, at the

general election held therein on the day of, A. D. 19. . . ; Now therefore the condition of this obligation is such, that if the said shall faithfully perform all the duties of his office, then the above obligation shall be null and void, otherwise to remain in full force and effect.

In testimony whereof, witness our hands.

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R. S. Art. 4069. 25th Leg. Reg. Ses., p. 26.

Said bond shall be in such sum as may be fixed by the commissioners' court of the county, not to be less than five hundred dollars, nor more than ten thousand. Said officer must take the oath prescribed by the Constitution.

The county or district surveyor shall appoint as many deputy surveyors as he may deem necessary for the county or district, and shall administer to them the oath of office. Such deputy shall take the oath of office and enter into bond with two or more good and sufficient sureties, to be approved by the county commissioners' court, in the sum of five thousand dollars, payable to the Governor and his successors in office, conditioned for the faithful performance of the duties of his office.

R. S. Art. 4076 (3840).

A special deputy may be appointed in like manner.

R. S. Art. 4089 (3853).



No. 159.

CLERK'S BOND.

County Clerks, R. S. Arts. 1133-1153 (1142-1160).
District Clerks, R. S. Arts. 1078-1090 (1100a-1116).

The State of Texas, County of

Know all men by these presents, that we,, as principal, and and, as sureties, are held and firmly bound unto, Governor of the State of Texas, and his successors in office, in the sum of dollars, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents.

Signed with our hands and dated this day of, A. D. 19. . .

The condition of the above obligation is such, that, whereas, the above bounden was, the day of, A. D. 19. . ., duly elected to the office of the clerk of the court in and for County, in the State of Texas: Now therefore if the said shall faithfully perform and discharge all the duties required of him by law as clerk of the court aforesaid, and shall safely keep the

records of his office, then this obligation to be void, otherwise to remain in full force and effect.

In testimony whereof, witness our hands.

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Bond of the district clerk must be in the sum of \$5,000; bond of the county clerk must be given in a sum to be fixed by the commissioners' court, not less than two thousand nor more than ten thousand dollars. Each shall also take and subscribe the oath of office required by the Constitution, which shall be indorsed upon the bond.

No. 160.

APPOINTMENT OF DEPUTY CLERK.

The State of Texas, County of

Know all men by these presents, that, I,, the undersigned clerk of the court of the county of aforesaid, do hereby appoint deputy clerk of said court.

In witness whereof I have hereunto set my hand and the seal of said court this day of, A. D. 19..

.....
Clerk of the Court of County.

R. S. Arts. 1138 (1145), 1083 (1103).

The person appointed deputy clerk shall take the oath of office prescribed by the Constitution.

R. S. Arts. 1084, 1139.

No. 161.

DISTRICT ATTORNEY'S BOND.

The State of Texas, County of

Know all men by these presents, that we,, as principal, and and, as sureties, are held and firmly bound unto, Governor of the State of Texas, and his successors in office, in the sum of dollars, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Signed with our hands and dated this day of, A. D. 19..

The condition of the above obligation is such, that, whereas, the above bounden was, on the day of, A. D. 19.., duly elected to the office of district attorney in and for the judicial

district in the State of Texas: Now therefore if the said, shall faithfully perform and discharge all the duties required of him by law as district attorney aforesaid, and shall faithfully pay over, in the manner prescribed by law, all moneys which he may collect or which may come into his hands for the State of Texas or for any county, then this obligation to be void, otherwise to remain in full force and effect.

In testimony whereof, witness our hands.

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R. S. Art. 277 (242).

Each district attorney shall give bond in the sum of \$5,000, to be approved by the district judge of their respective districts; and he shall take and subscribe the oath of office prescribed by the Constitution, which bond and oath shall be deposited in the office of the Comptroller of Public Accounts.

County Attorney, Sec. R. S. Art. 285. \$2,500 Bond.

No. 162.

CONSTABLE'S BOND.

The State of Texas, County of

Know all men by these presents, that we,, as principal, and and, as sureties, are held and firmly bound unto, Governor of the State of Texas, and his successors in office, in the sum of dollars, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents.

Signed with our hands and dated this day of, A. D. 19..

The condition of the above obligation is such, that if the above bounden, who has been elected constable in and for precinct No., in and for the county of, State of Texas, shall faithfully perform all the duties required of him by law as constable aforesaid, then this obligation to be null and void, otherwise to remain in full force and effect.

In testimony whereof, witness our hands.

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R. S. Art. 4911 (4533).

Said officer shall also take and subscribe the oath of office prescribed by the Constitution, which shall be indorsed on said bond. Vacancies in the office of constable shall be filled by the commissioners' court.

No. 163.

APPOINTMENT OF DEPUTY CONSTABLE.

The State of Texas, County of

Know all men by these presents, that I,, constable of precinct No., in and for the county of, State of Texas, in which is situated the city of, having or more inhabitants, do hereby appoint my deputy, with full power and authority to perform all the acts and duties required of me as constable as aforesaid.

Witness my hand this day of, A. D. 19..

Constable Precinct No:, County.

R. S. Art. 4908 (4531) 1895, amended by 25th Leg., p. 194, art. 4908.

Justice's precinct, in which is situated a city of eight thousand or more inhabitants, such constable may appoint no more than two deputies, who shall qualify as required of deputy sheriffs. In cities and towns of 2,500 or more inhabitants, no more than one deputy constable may be appointed.

R. S. Art. 4908, 25th Leg., 1897, p. 194.

No. 164.

DEPUTY CONSTABLE'S BOND.

The State of Texas, County of

Know all men by these presents, that we,, as principal, and and, as sureties, are held and firmly bound unto, his heirs, executors and administrators, in the sum of dollars, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents.

Signed with our hands and dated this day of, A. D. 19..

Whereas, the above bound was, on the day of, A. D. 19.., appointed deputy constable by the said, who was on the day of, duly elected constable in and for precinct No., in and for the county of, State of Texas:

Now the condition of this obligation is such, that if the said shall well and sufficiently indemnify, save and keep harmless the said, constable as aforesaid, from all costs, charges, damages and suits that he, the said, may incur or become liable to in consequence of any acts, doings or neglect of duty of him, the said, as such deputy constable, and that he, the said, shall, on demand, pay to the said, con-

stable as aforesaid, his proportion of the legal fees received by him, the said, then this obligation shall be null and void, otherwise to remain in full force and effect.

In testimony whereof, witness our hands.

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R. S. Art. 4908, 25th Leg., p. 194.

No. 165.

PUBLIC WEIGHERS' BOND.

The State of Texas, County of

Know all men by these presents, that we,, as principal, and and, as sureties, are held and firmly bound unto, county judge of the county of, State of Texas, or his successor in office, in the sum of dollars, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Signed with our hands and dated this day of, A. D. 19..

The condition of the above obligation is such, that whereas, the above bounden was, on the day of, A. D. 19.., duly elected (or appointed, as the case may be) to the office of public weigher in and for justice precinct No., in the county of, State of Texas:

Now therefore if the said shall faithfully and impartially perform and discharge all of the duties of his office required of him by law as public weigher aforesaid, then this obligation to be null and void, otherwise to remain in full force and effect.

In testimony whereof, witness our hands.

.....

R. S. Art. 4309, amended by 26th Leg., Reg. Ses., Gen. Laws 1899, p. 265.

Every person appointed or elected public weigher shall take the oath of office prescribed by the Constitution for other offices, and shall execute a bond in the sum of \$5,000; provided the bond of the public weigher for a justice precinct shall be \$2,500.

He may appoint as many deputies as may be necessary to enable him to expeditiously weigh all cotton, wool, sugar, hay and grain offered to be weighed in the city or justice precinct for which he is elected or appointed; provided that no public weigher shall appoint deputies for any place or places not situated in the city or justice precinct for which he is elected or appointed. Said deputies shall also take the oath prescribed

by the Constitution, and may be required by their principals to give a good and sufficient bond in the sum of \$1,500, to be approved by said principals, and conditioned for the faithful performance of their duties.

R. S. Art. 4311, as amended 1899 by 26th Leg., p. 265.

No. 166.

SHERIFF'S BOND.

The State of Texas, County of

Know all men by these presents, that we,, as principal, and and, as sureties, are held and firmly bound unto, Governor of the State of Texas, and his successors in office, in the penal sum of dollars, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents.

Signed with our hands and dated this day of, A. D. 19..

Whereas, the above bounden has been elected to the office of sheriff of the county of, in the State of Texas, at the general election held therein on the day of, A. D. 19..: Now therefore the condition of the above obligation is such, that if the said shall account for and pay over to the persons authorized by law to receive the same, all fines, forfeitures and penalties that he may collect for the use of the State, or any county within the State, and that he will well and truly execute, and due return make, of all process and precepts to him lawfully directed, and pay over all sums of money collected by him by virtue of any such process or precept to the persons to whom the same are due, or their lawful attorney; and that he will faithfully perform all such duties as may be required of him by law, then this obligation to be null and void, otherwise to remain in full force and effect.

In testimony whereof, witness our hands.

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.....

R. S. Art. 4892 (4516).

Said bond must be for such sum as may be directed by the commissioners' court, not less than five nor more than thirty thousand dollars, payable to the Governor and his successors in office. The oath of office prescribed by the Constitution must be taken and subscribed by the sheriff, which shall be indorsed on said bond.

The bond must be executed within twenty days after notice of election or the office will become vacant.

R. S. Art. 4894 (4518).

No. 167.

APPOINTMENT OF DEPUTY SHERIFF.

The State of Texas, County of

Know all men by these presents, that I, the undersigned, sheriff of the county of, aforesaid, do hereby appoint deputy sheriff in and for said county, with full power and authority to perform all the acts and duties required of me as sheriff aforesaid.

In witness whereof I have hereunto set my hand this day of, A. D. 19..

.....
 Sheriff of the County of

R. S. Art. 4896 (4520).

Every person so appointed shall, before he enters upon the duties of his office, take and subscribe to the oath of office prescribed by the Constitution, which shall be indorsed on his appointment, together with the certificate of the officer administering the same.

No. 168.

DEPUTY SHERIFF'S BOND TO THE SHERIFF.

The State of Texas, County of

Know all men by these presents, that we,, as principal, and and, as sureties, are held and firmly bound unto, sheriff of the county of, in the sum of dollars, to be paid to the said, his executors, administrators or assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents.

Signed with our hands and dated this day of, A. D. 19..

Whereas, the above bounden has been appointed to the office of deputy sheriff of the county of, in the State of Texas, by the said as such sheriff: Now the condition of this obligation is such, that if the above bounden shall well and faithfully execute and discharge the duties of said office of deputy sheriff, during his continuance therein without any deceit, fraud, delay, neglect or oppression, and shall save harmless and indemnify the said, his executors and administrators, from and against all acts or doings, or neglect of duty of him, the said, as such deputy sheriff, and pay off and discharge and save him harmless of and from all judgments, penalties, fines, costs, charges and damages in any action or proceeding that may be brought against the said as such sheriff, by reason of any act or omission done, committed or suffered by the said as such deputy sheriff; and will likewise

pay and discharge and save the said harmless from any costs and expenses he may incur or be put to in defending any action or proceeding commenced against him as such sheriff, by reason of any acts or doings or neglect of duty of him, the said, as such deputy sheriff, whether such action or proceeding is rightfully brought against the said as such sheriff, or not; and that the said will pay to the said, as such sheriff, his proportion of the legal fees received by him, the said, at any time as such deputy sheriff, as aforesaid; and also that the said will, at the termination of his appointment as such deputy sheriff, account to and with the said, his representatives, assigns or duly authorized agent, for all moneys collected or received by him as such deputy sheriff as aforesaid, including all legal fees for services as such deputy sheriff; and will pay over all moneys collected by him as aforesaid, and remaining in his hands, as well as the portion or share of the legal fees received by him the said, as such deputy sheriff as aforesaid, then this obligation to be null and void, otherwise to remain in full force and effect.

In testimony whereof, witness our hands.

.....

R. S. Art. 4897 (4521).

No. 169.

APPOINTMENT OF CLERK PRO TEMPORE.

..... vs. No. In Court of
 County, Texas, day of, A. D. 19..

It appearing to the court that, the clerk of this court, is a party to the above entitled cause, it is ordered by the court that be and he is hereby appointed clerk pro tempore for the purposes of said suit.

R. S. Arts. 1080, 1135.

The appointment may be made, by a district or county judge, either in term time or in vacation, on application of any person interested, or of his own motion.

Any person so appointed clerk pro tempore shall take the oath to faithfully and impartially perform the duties of such appointment, and shall also enter into bond, payable to the State of Texas, with one or more good and sufficient sureties, in such amount as may be required by the judge, to be approved by him, and conditioned for the faithful performance of his duties under such appointment.

R. S. Arts. 1081, 1137.

No. 170.

BOND OF CLERK PRO TEMPORE.

The State of Texas, County of

Know all men by these presents, that we,, as principal, and and, as surcties, are held and firmly bound unto the State of Texas in the penal sum of dollars, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents.

Signed with our hands and dated this day of, A. D. 19..

Whereas, the above bounden has been appointed clerk pro tempore by the judge of the court of County, Texas, in a cause pending in said court, in which is plaintiff and is defendant: Now therefore the condition of this obligation is such, that if the said shall faithfully perform his duties under such appointment, then this obligation shall be void, otherwise to remain in full force and effect.

In testimony whereof, witness our hands.

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R. S. Arts. 1081, 1137.

No. 171.

NOTARY PUBLIC BOND.

The State of Texas, County of

Know all men by these presents, that we,, as principal, and and, as sureties, are held and firmly bound unto, Governor of the State of Texas, and his successors in office, in the sum of one thousand dollars, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents.

Signed with our hands and dated this day of, A. D. 19..

The condition of the above obligation is such that, whereas, the above bounden was, on the day of, A. D. 19.., duly appointed to the office of notary public in and for County, in the State of Texas: Now therefore if the said shall faithfully perform and discharge all the duties required of him by law as notary public aforesaid, then this obligation to be null and void, otherwise to remain in full force and effect.

In testimony whereof, witness our hands.

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R. S. Art. 3504.

The notarial bond of a justice of the peace, instead of the words, "duly appointed to the office of notary public," read, "has been elected to the office of justice of the peace in precinct No. . . . and is ex officio notary public."

Said justice of the peace shall also take and subscribe the oath of office prescribed by the Constitution.

No. 172.

JUSTICE OF THE PEACE BOND.

The State of Texas, County of

Know all men by these presents, that we,, as principal, and and, as sureties, are held and firmly bound unto, county judge of the county of, in the State of Texas, and his successors in office, in the sum of one thousand dollars, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents.

Signed with our hands and dated this day of, A. D. 19..

The condition of the above obligation is such that, whereas, the above bounden was, on the day of, A. D. 19.., duly elected to the office of justice of the peace in and for precinct No., in County, State of Texas: Now therefore if the said shall faithfully and impartially discharge and perform all the duties required of him by law as justice of the peace aforesaid, and will promptly pay over to the party entitled to receive it, all moneys that may come into his hands during his term of office, then this obligation to be void, otherwise to remain in full force and effect.

In testimony whereof, witness our hands.

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R. S. Art. 1560 (1533).

This law shall apply to all justices of the peace appointed by the county commissioners' court. Each justice of the peace shall take the oath of office prescribed in the Constitution.

R. S. Art. 1564 (1535).

No. 173.

COLLECTOR OF TAXES BOND.

The State of Texas, County of

Know all men by these presents, that we,, as principal, and, as sureties, are held and firmly bound unto, Governor of the State of Texas, and his successors in office, in the sum of dollars, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents.

Signed with our hands and dated this day of, A. D. 19..

The condition of the above obligation is such that, whereas, the above bounden was, on the day of, A. D. 19.., duly elected to the office of collector of taxes in and for County, in the State of Texas: Now therefore if the said shall faithfully perform and discharge all the duties required of him by law as collector of taxes aforesaid, for and during the full term for which he was elected, then this obligation to be void, otherwise to remain in full force and effect.

In testimony whereof, witness our hands.

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R. S. Art. 5157 (4732).

Said bond shall be signed by at least three good and sufficient sureties, to be approved by the commissioners' court of this county, subject to the approval of the Comptroller, in a sum which shall be equal to the whole amount of the State tax of the county as shown by the last preceding assessment. The party making the bond shall also take and subscribe the oath prescribed by the Constitution.

The collector of taxes shall also give a like bond, with like conditions, to the county judge of his county, and his successors in office, in a sum not less than the whole amount of the county tax of his county, as shown by the last preceding assessment.

R. S. Art. 5159 (4734).

No. 174.

OATH OF PERSON RENDERING PROPERTY FOR TAXATION.

"I,, do solemnly swear (or affirm) that the above inventory, rendered by me, contains a full, true and complete list of all taxable property owned or held by me in my own name (or for, as the case may be) in this county, subject to taxation in this county, and personal property not in this county subject to

taxation in this county, by the laws of this State, on the first day of January, A. D. 19. ., and that I have true answers made to all questions propounded to me touching the same, so help me God.”

R. S. Art. 5098 (4702), 1895, amended by art. 5098, 25th Leg., p. 204.

No. 175.

AFFIDAVIT OF ASSESSOR VERIFYING HIS ROLLS OR ASSESSMENT BOOKS.

The State of Texas, County of

I,, assessor of County, do solemnly swear that the rolls (or books) to which this is attached contain a correct and full list of all the real and personal property subject to taxation in County, so far as I have been able to ascertain the same; that I have sworn every person listing property to me in the county or caused the same to be done in manner and form as provided by law, and that the assessed value set down in the proper column opposite the several kinds and descriptions of property is the true and correct valuation thereof as ascertained by law, and that the footings of the several columns in said books, and the tabular statement returned are correct, as I verily believe.

R. S. Art. 5130 (4721), 1895, amended by 25th Leg. (1897), art. 5130, p. 205.

No. 176.

BOND OF ASSESSOR.

The State of Texas, County of

Know all men by these presents, that we,, as principal, and, and, as surties, are held and firmly bound unto, Governor of the State of Texas, and his successors in office, in the sum of dollars, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally.

Whereas, the above bounden has been elected to the office of assessor of taxes in and for the county aforesaid, at the general election held therein on the ... day of, A. D. 19..: Now therefore the condition of this obligation is such that if the said shall faithfully discharge all the duties of said office, then the above obligation to be void, otherwise to remain in full force and effect.

Witness our hands this day of, A. D. 19..

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R. S. Art. 5091 (4695).

Said bond shall be approved by the commissioners' court.

The assessor of taxes shall give a like bond with like conditions payable to the county judge of County, and his successors in office.
R. S. Art. 5094 (4698).

No. 177.

**THE OATH OF COUNTY CLERK OR DEPUTY ON RECEIVING ENVELOPE
CONTAINING THE NAMES OF PERSONS SELECTED BY THE
JURY COMMISSIONERS OF THE DISTRICT COURT
AS GRAND AND PETIT JURORS.**

“You do solemnly swear that you will, to the best of your ability, safely keep this envelope, and that you will neither open the same nor allow it to be opened, except as provided by law; and that you will cause it to be delivered to the jury commissioners of the county court next hereafter appointed in and for this county.”

R. S. Art. 3166 (3038).

No. 178.

**THE OATH OF DISTRICT CLERK OR DEPUTY ON RECEIVING ENVELOPE
CONTAINING THE NAMES OF PERSONS SELECTED BY THE JURY
COMMISSIONERS OF THE COUNTY COURT AS JURORS.**

“You do solemnly swear that you will, to the best of your ability, safely keep this envelope, and that you will neither open the same nor allow it to be opened, except as provided by law, and that you will cause it to be delivered to the jury commissioners of the district court next hereafter appointed in and for this county.”

R. S. Art. 3170 (3042).

No. 179.

OATH OF OFFICE.

(COUNTY COMMISSIONER AND COUNTY JUDGE.)

I,, do solemnly swear (or affirm) that I will faithfully and impartially discharge and perform all the duties incumbent upon me as according to the best of my skill and ability, agreeably to the Constitution and laws of the United States and of this State; and I do further solemnly swear (or affirm) that, since the adoption of the Constitution of this State, I, being a citizen of this State, have not fought a duel with deadly weapons within this State nor out of it, nor have I sent or accepted a challenge to fight a duel with deadly weapons, nor have I acted as second in carrying a challenge, or aided, advised or

assisted any person thus offending; and I furthermore solemnly swear (or affirm) that I have not, directly or indirectly, paid, offered or promised to pay, contributed or promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected (or, if the office is one of appointment, to secure my appointment), and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the county, except such warrants as may issue to me as fees of office. So help me God.

[Signed]

Sworn to and subscribed before me, at, this day of, A. D. 19..

.....
.....

OATH OF OFFICE.

I,, do solemnly swear (or affirm) that I will faithfully and impartially discharge and perform all the duties incumbent upon me as according to the best of my skill and ability, agreeably to the Constitution and laws of the United States and of this State; and I do further solemnly swear (or affirm) that, since the adoption of the Constitution of this State, I, being a citizen of this State, have not fought a duel with deadly weapons within this State nor out of it, nor have I sent or accepted a challenge to fight a duel with deadly weapons, nor have I acted as second in carrying a challenge, or aided, advised or assisted any person thus offending; and I furthermore solemnly swear (or affirm) that I have not, directly or indirectly, paid, offered or promised to pay, contributed or promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

.....

Sworn to and subscribed before me, at, this day of, 19..

.....
.....

The State of Texas, County of

The foregoing bond of as in and for County and State of Texas, this day approved in open commissioners' court.

.....
County Judge County.

Dated 19..

Attest: Clerk County Court County.

The State of Texas, County of

I,, county clerk in and for said county, do hereby certify that the foregoing bond, dated the . . . day of, 19.., with its certificates of authentication, was filed for record in my office the . . . day of, 19.., at . . . o'clock . . m., and duly recorded the . . . day of, 19.., at . . . o'clock . . m., in the records of official bonds of said county, in Vol. on page

Witness my hand and the seal of the County Court of said county, at office in, Texas, the day and year last above written.

.....
 Clerk County Court County.
 By , Deputy.

No. 180.

OATH OF JURY IN COUNTY AND DISTRICT COURT IN CIVIL CASES.

“You, and each of you, do solemnly swear that in all cases between parties which shall be to you submitted, you will a true verdict render, according to the law, as it may be given you in charge by the court, and to the evidence submitted to you under the rulings of the court, so help you God.”

R. S. Art. 3227 (3099).

No. 181.

OATH OF JURY COMMISSIONERS FOR DISTRICT COURT.

“You do swear faithfully to discharge the duties required of you as jury commissioners; that you will not knowingly elect any man as a jurymen whom you believe to be unfit and not qualified; that you will not make known to anyone the name of any jurymen selected by you and reported to the court; that you will not, directly or indirectly, converse with anyone selected by you as a jurymen concerning the merits of any case to be tried at the next term of this court until after said cause may be tried or continued, or the jury discharged.”

R. S. Art. 3149 (3021).

No. 182.

OATH OF JURY COMMISSIONERS FOR COUNTY COURT.

“You do solemnly swear faithfully to discharge the duties required of you as jury commissioners; that you will not knowingly elect any man as a jurymen whom you believe to be unfit and not qualified; that you will not make known to anyone the name of any jurymen selected by you and reported to the court; that you will not, directly or indirectly, communicate with anyone selected by you as a jurymen concerning the merits of any case to be tried by this court within the next six months, until said cause shall have been tried or otherwise disposed of.”

R. S. Art. 3156 (3028).

No. 183.

OATH OF CLERK OF COURT AND EACH OF HIS DEPUTIES NOT TO OPEN JURY LISTS.

"You do solemnly swear that you will not open the jury lists now delivered to you, nor permit them to be opened until the time prescribed by law; that you will not, directly nor indirectly, converse or communicate with anyone selected as a juror concerning any case pending for trial in this court at its next term," if in the district court; or if in the county court, "within the next six months."

R. S. Art. 3163 (3035).

If for any reason such oath should not be administered to any of the deputies, or should the clerk subsequently appoint a deputy, the clerk shall administer to such deputy a like oath.

R. S. Art. 3164 (3036).

No. 184.

CERTIFICATE OF DEPUTATION.

The State of Texas, County of

I,, county clerk of said county and State, do hereby certify that was, on the day of, A. D. 19.., appointed deputy by of said county, and has qualified as the law directs, and that his official acts as such deputy are entitled to full faith and credit.

Given under my hand and seal of office at, Texas, this day of, A. D. 19..

.....
Clerk County Court County, Texas.
By, Deputy.

CERTIORARI.

- 1. Certiorari to the County Court. R. S. Arts. 332-340 (290-293).
2. Certiorari to Justice's Court. R. S. Arts. 341-360 (299-318).

No. 185.

APPLICATION FOR CERTIORARI TO THE COUNTY COURT.

The State of Texas, County of In District Court of County, Texas, Term, A. D. 19.., in Probate.

To the Honorable, Judge of said Court:

Now comes your petitioner, a resident citizen of County, Texas, complaining of, who resides in

..... County, State of Texas, and respectfully represents to the court: that heretofore, to wit, on the day of, A. D. 19.., petitioner was duly appointed by the County Court of County, Texas, administrator of the estate of, deceased, and on the same day duly qualified and received letters of administration; that administration on said estate is now open and pending in said court. That heretofore, to wit, on the day of, A. D. 19.., the defendant, representing himself to be the guardian of, the only child and heir at law of said, deceased, filed in said court his complaint against this plaintiff for neglecting to present his final account, and to cause this petitioner to be cited to present such account on or before the day of, A. D. 19..

That in obedience to said citation, your petitioner did make out his account for final settlement, and verify the same by his affidavit, and did, on or about the day of, A. D. 19.., file said account and vouchers in said court.

That, an attorney of said court, was then retained by your petitioner to appear in said court and represent him on the hearing of said complaint, and to represent him in all matters pertaining to the administration of said estate and pending in said court.

That your petitioner, relying upon his said attorney to appear for and represent him, was called away from his home to attend to important business in County, Texas, and was necessarily absent from said court during the entire term, commencing on the day of, A. D. 19..

That said, his attorney as aforesaid, was necessarily absent from said court on account of severe sickness in his family, and that your petitioner was not represented on the hearing of said cause.

That at said term of the court, to wit, on the day of, A. D. 19.., said complaint came on to be heard, and said court proceeded to restate said account, and rejected the following items of credit therein stated, to wit: (here mention the errors complained of). And thereupon entered judgment, requiring this petitioner to pay over to the defendant guardian as aforesaid the sum of dollars. Plaintiff says that each and all of the items above stated were and are just and legal charges against the estate of said minor, and ought to have been allowed on said settlement, and the judgment rendered as aforesaid is erroneous and unjust.

Wherefore your petitioner prays for a writ of certiorari, commanding the proper officer of County to cite the clerk of the county court of said county to make out a certified transcript of the proceedings had in the estate of, deceased, in the matter of the final settlement of the account of your petitioner, administrator as aforesaid, transmit the same to this court, on or before the return day of the next term thereof; that the defendant be cited to answer this petition; that said cause be tried de novo, and that your petitioner have

judgment re-establishing said several items of credit as just and legal credits on said account, and for general and equitable relief, and for all costs of suit.

R. S. Art. 333 (291).

FORM OF ORDER OF JUDGE.

(See No. 188.)

FORM OF BOND FOR COSTS.

..... vs. No. 3. In the Court of
..... County, Texas.

Know all men by these presents, that we,, as principal, and and, as sureties, do hereby acknowledge ourselves bound to pay the sum of dollars, conditioned that the said, plaintiff in the above entitled suit, will pay all costs that may be adjudged against him in said suit during the pendency or at the final determination thereof, and judgment for said costs may be rendered against us.

Witness our hands this day of, A. D. 19..

.....
.....

R. S. Art. 334 (292).

FORM OF BOND IN CERTIORARI.

The State of Texas, County of Estate of,
Deceased.

Whereas, in a certain proceeding in the County Court of County, Texas, sitting in a matter of probate at the term, A. D. 19.., the following judgment was rendered, to wit,, (here set out the judgment); And whereas, has obtained from the District Court of County a writ of certiorari to said county court to remove said cause to our said district court in and for said county, and the amount of bond to be given has been fixed by said district court at dollars: Now therefore we,, as principal, and and, as sureties, acknowledge ourselves bound to pay (the adverse party) the sum of dollars, conditioned that the said will perform the judgment of the District Court of County in case said judgment shall be against him, the said

Witness our hands this day of, A. D. 19..

.....
.....
.....

R. S. Art. 335 (293).

No. 186.

APPLICATION FOR CERTIORARI TO JUSTICE OF THE PEACE.

The State of Texas, County of In County Court of
County, Term, A. D. 19..

To the Honorable, Judge of said Court:

Now comes your petitioner, a resident citizen of County, Texas complaining of, who resides in County, Texas, and respectfully represents to the court that heretofore, to wit, on the ... day of, A. D. 19.., before one, a justice of the peace of said county, for precinct No., defendant, in a certain suit wherein said defendant was plaintiff and your petitioner was defendant, recovered a judgment against your petitioner, and in favor of the said, for the sum of dollars and costs of suit, which amount to the sum of dollars; that on the ... day of, A. D. 19.., the said (justice of the peace) issued against your petitioner an execution upon said judgment, which is now in the hands of one, sheriff (or constable, as the case may be) of said county, who is threatening to levy the same upon the property of your petitioner.

Your petitioner further represents that said judgment is null and void in this, that no writ or citation in the suit in which said judgment was rendered was ever served upon petitioner and he never accepted service nor entered his appearance therein, and had no notice of the pendency of said suit until after the rendition of said judgment; that he has a just and legal defense to said suit, which by the illegal action of said justice he has been precluded from setting up in this:

That said suit was brought against this petitioner as defendant upon a certain promissory note, bearing date of the ... day of, A. D. 19.., executed by your petitioner to this defendant, for the sum of dollars, payable on the ... day of, A. D. 19.. That at the maturity of said note the amount due thereon was paid by this petitioner to this defendant, who then and there, in consideration thereof, promised this plaintiff to cancel and destroy said note, but defendant, in violation of his said promise, did not cancel or destroy said note, and took judgment on the same as aforesaid.

Your petitioner now says, that by reason of the premises said note upon which said suit is based had been fully paid off and discharged, and this defendant had and has no cause of action against this petitioner.

Wherefore, your petitioner prays for a writ of certiorari, commanding the said (justice of the peace) to transmit to the county court of said county, at the next term thereof, a certified copy of the entries upon his docket, together with the original papers of said cause, and that all further proceedings under said judgment and execution be superseded and stayed until the further order of this court; that de-

fendant be cited to answer this petition; that said judgment be set aside, and a new trial be granted in this court, and for such other and further relief, special and general, in law and in equity, that he may be justly entitled to, and for costs of suit.

R. S. Art. 345 (303).

....., being duly sworn, says that the matters set forth in the foregoing petition are true.

Sworn to and subscribed before me, this the day of, A. D. 19..

.....
Clerk County Court, County.

R. S. Art. 344 (302).

No. 187.

APPLICATION FOR CERTIORARI TO JUSTICE OF THE PEACE.

The State of Texas, County of In County Court of
County, Texas, Term, A. D. 19..

To the Honorable, Judge of said Court:

Now comes your petitioner, a resident citizen of County, Texas, complaining of, who resides in County, Texas, and respectfully represents to the court that heretofore, to wit, on the day of, A. D. 19.., your petitioner as plaintiff instituted a suit against the defendant upon a certain promissory note executed by defendant to this plaintiff, for the sum of dollars, dated on the day of, A. D. 19.., and due and payable on the day of, A. D. 19.., with legal interest from date, before one, a justice of the peace for precinct No., in and for said county of; that afterward, on the day of, A. D. 19.., being a regular term of said court, a trial was had in said cause; that defendant on said trial, in defense of said cause of action, pleaded a failure of consideration in this, that said note was executed by said defendant, in consideration of a certain cow sold by plaintiff to defendant, and at the time of said sale warranted by plaintiff to be sound, and was in fact unsound, and no other defense was pleaded or relied on; that on the trial of said cause a witness testified that said note was executed in consideration of the sale of a cow as above stated, and that said cow soon after said sale sickened and died (here state any additional evidence), and no other evidence whatever was offered or heard upon said trial; that upon the trial afore-

said and upon the above recited evidence, said justice rendered a judgment in favor of the defendant, and for costs of suit, which your petitioner charges to be erroneous, unjust and contrary to equity.

Your petitioner now says that he is entitled to recover of defendant upon said note upon which said suit is based and defendant has no legal or equitable defense thereto.

Wherefore, your petitioner prays for a writ of certiorari to the said, Esq., and for a citation to the said, and for such other and further proceedings herein as the law directs.

....., being duly sworn, says that the matters set forth in the foregoing petition are true.

Clerk of County Court, County, Texas.

R. S. Art. 345 (303).

After final judgment in a court of a justice of the peace, in any cause, except in cases of forcible entry and detainer, said cause may be removed to the county court by certiorari.

R. S. Art. 341 (299).

Application for certiorari must show, that either the justice of the peace had not jurisdiction, or that injustice was done to the applicant, and that such injustice was not caused by his own inexcusable neglect.

R. S. Art. 345 (303).

Writ cannot be granted after ninety days from the final judgment of justice of the peace.

R. S. Art. 346 (304).

No. 188.

ORDER OF JUDGE.

The State of Texas, County of In the County Court of County, Texas.

The within petition having been presented to me in open court (or to me in chambers), and having been read and fully understood, it is ordered that a writ of certiorari do issue according to law, and pursuant to the prayer of the petition, upon the execution of a bond by the petitioner in the sum of dollars.

Judge of County Court, County.

R. S. Art. 342 (300).

No. 189.

BOND FOR CERTIORARI TO JUSTICE COURT.

The State of Texas, County of

Whereas, on the day of, A. D. 19.., recovered in the justice court for precinct No., in said county, a judgment against for the sum of dollars, and the said has obtained from the County Court of County a writ of certiorari to said justice court to remove said cause to our said county court in and for said county: Now therefore we, as principal, and and, as sureties, acknowledge ourselves bound to pay to said the sum of dollars (the amount directed by the order), conditioned that the said will perform the judgment of the county court, if the same shall be against him.

Witness our hands this day of, A. D. 19..

.....
.....
.....

Approved this day of, A. D. 19..

.....
Cerk of County Court, County, Texas.

R. S. Art. 347 (305).

Bond shall be signed by two or more good and sufficient sureties, approved by the clerk, payable to the adverse party, in such sum as the judge shall direct.

The bond and affidavit, with the order of the judge, when made in vacation, shall be filed with the clerk of the court to which the same is returnable.

R. S. Art. 348 (306).

No. 190.

WRIT OF CERTIORARI TO JUSTICE COURT.

The State of Texas. To the Sheriff or any Constable of County
— Greeting:

Whereas, on the day of, A. D. 19.., recovered in the justice court for precinct No., in said county of, a judgment against for the sum of dollars and costs of suit; and whereas the said has obtained from the honorable, judge of the county court of County, an order for a writ of certiorari to remove said cause to the county court of said county, the said having given bond as required by law and the order of the judge:

You will therefore serve, Esq., who is the justice of said precinct, with a copy of this writ, whereby he is commanded to make and certify a copy of the entries in the cause on his docket, and transmit the same, with the papers of said cause in his possession, together with a certified copy of the bill of costs taken from his fee book, to the county court of County, on or before the first day of the next term thereof, to be holden within and for the county of, at the courthouse in, on the Monday in next, being the . . . day of, A. D. 19. .

Herein fail not, but have you then and there before said court this writ, with your return thereon, showing how you have executed the same.

Witness, clerk of the county court of County.

Given under my hand and the seal of said court, at office in the town of, this day of, A. D. 19. .

.
Clerk of County Court, County.

Issued this day of, A. D. 19. .

.
Clerk of County Court, County.

R. S. Art. 343 (301).

OFFICER'S RETURN ON WRIT.

Came to hand this the day of, A. D. 19. ., at o'clock . . . m., and executed on the same day at . . . o'clock . . . m., by delivering a true copy of this writ to the within named, justice of the peace of said precinct No., in said county of, at, in County, Texas. The distance actually traveled in the execution of such process is miles.

.
Sheriff of County, Texas.

The statute does not make any special provision as to the mode of service of the writ.

The justice of the peace, as soon as he is served with said writ, shall stay further proceedings on the judgment and forthwith comply with said writ; but if there be not time for the transcript and papers to be filed at such first term, then they shall be so filed at the next succeeding term of said court.

R. S. Art. 350 (308).

Whenever a writ of certiorari has been issued the clerk shall forthwith issue a citation, as in ordinary cases, for the party adversely interested.

R. S. Art. 351 (309).

The action shall be docketed in the name of the original plaintiff as plaintiff, and of the original defendant as defendant.

R. S. Art. 352 (310).

No. 191.

FORM OF CHARTER.

The State of Texas, County of

Know all men by these presents, that we, the subscribers, citizens of the said county of, and State of Texas, under the provisions of the Revised Statutes of the State of Texas, do hereby form and incorporate ourselves into a voluntary association for the purpose of (here state the purpose for which said corporation is formed), and to that end we hereby adopt and subscribe the following

CHARTER.

Article 1. This association shall be known as the (here state the name), by which name it shall contract and be contracted with, sue and be sued, and transact all of its business.

Art. 2. This association is formed for the purpose of (here state the purpose for which said corporation is formed).

Art. 3. The place of business of the association shall be the city of, County, Texas, which shall be its principal office.

Art. 4. Said association shall exist for the term of years, and at the end of said term this charter may be continued by a majority vote of the stockholders.

Art. 5. The business of the association shall be transacted by directors, who shall be elected by the stockholders annually on the day of The following named stockholders are hereby declared to be directors for the first year, to wit:, residence, Texas;, residence, Texas;, residence, Texas, etc.

Art. 6. The capital stock of the association shall be dollars, to be divided into shares. But said capital stock may be increased to dollars by a vote of the majority of the stockholders.

In testimony whereof, witness our signatures this the day of, A. D. 19. .

.
.
.

R. S. Art. 643 (567).

The charter of a bridge or ferry company shall also state the stream intended to be crossed by the bridge or ferry. The charter of a road company shall also state, first, the kind of a road intended to be constructed; second, the places from and to which the road is intended to be run; third, the counties through which it is intended to be run; fourth, the estimated length of the road.

The charter of an intended corporation must be subscribed by three or more persons, two of whom at least must be citizens of this State, and must be acknowledged by them before an officer duly authorized to take acknowledgment of deeds; provided, etc.

Arts. 641 and 642, R. S. (1895), amended by 25th Leg., 1897, p. 188. Oil, gas, salt, etc., companies, see 26th Leg., 1899, p. 202.

CITATION FOR PERSONAL SERVICE.

No. 192.

CITATIONS—COUNTY AND DISTRICT COURTS.

R. S. Arts. 1212-1245 (1213-1245).

The State of Texas. To the Sheriff or any Constable of
County—Greeting:

You are hereby commanded to summons to appear at the next regular term of the court of County, to be held at the courthouse thereof, in the of, on the Monday in, A. D. 19.., being the ... day of, A. D. 19.., then and there to answer a petition filed in said court on the day of, A. D. 19.., in a suit numbered on the docket thereof, wherein is plaintiff and is defendant, the nature of plaintiff's demand being as follows: (Here state briefly, but correctly and substantially, the nature of the demand.)

(If the writ is to be served without the county in which the suit is pending, then add: And you will also deliver to the said (or the said and each) the accompanying certified copy of plaintiff's petition.)

Herein fail not, but have you before said court, on the said first day of the next term thereof, this writ, with your return thereon, showing how you have executed the same.

Witness, clerk of the court of County.

Given under my hand and the seal of said court, at office in the of, this the day of, A. D. 19..

.....
Clerk of Court of County.

R. S. Art. 1214 (1215).

If there be several defendants, residing in different counties, one citation shall issue to each of such counties.

R. S. Art. 1213 (1214).

Certified copy of plaintiff's petition shall accompany the citation, when served without the county in which the suit is pending.

R. S. Art. 1215 (1216).

In an alias citation the commencement is: "You are hereby commanded, as before, that you summon," etc. An alias pluries citation commences: "You are hereby commanded, as oftentimes before, that you summon," etc.

R. S. Art. 1227 (1227).

No. 193.

SHERIFF'S INDORSEMENT AND RETURN.

Came to hand on the . . . day of, A. D. 19.., at . . . o'clock . . . m., and executed within the said county of, at, Texas, on the . . . day of 19.., at . . . o'clock . . m., by delivering to the within named, in person, or to the within named and, each in person), a true copy of this citation. (If served without the county in which the suit is pending, then add: And I also delivered to said, in person (or to said and, each in person), a certified copy of plaintiff's petition.) The distance actually traveled in the execution of such process is . . . miles.

.....
 Sheriff of County.
 By , Deputy.

R. S. Art. 1225 (1225). 28th Leg.. Reg. Ses., p. 6681.

The above form of citation can be varied where the suit is by or against one or more in a particular character or capacity or corporation. Thus if the action be against a partnership and in favor of the plaintiff, as executor, say: "You are hereby commanded to summon and, partners, to appear, etc., to answer the petition of, executor of the last will and testament of, deceased, filed," etc.

Of administrator: "To answer the petition of, administrator of the estate of, deceased, filed," etc.

Of a surviving partner: "To answer the petition of, survivor of and, partners."

Of husband and wife against a domestic corporation: "You are hereby commanded to summon the company, of which is president (here name the president, treasurer, secretary, or the local agent who represents the company in the county in which the suit is pending) to appear, etc., to answer the petition of and, his wife, filed," etc.

Citation against a city: "You are hereby commanded to summon the city of, of which is mayor" (or name the clerk, secretary or treasurer), etc.

R. S. Arts. 1221-1224 (1222-1224).

In suits against any county the citation shall be served on the county judge of such county.

R. S. Art. 1220 (1221).

The writ must cite the company, not the officer or agent.

No. 194.

CITATION IN JUSTICE COURT.

The State of Texas. To the Sheriff or any Constable of
County — Greeting:

You are hereby commanded that you summon to appear before me, at a regular term of the justice's court for precinct No., in said county of, to be held at my office in the town of, in the county aforesaid, on the day of, A. D. 19.., to answer the suit of, plaintiff, against, defendant, being numbered No. on the docket of said court, and filed on the day of, A. D. 19.., the nature of plaintiff's demand being in substance as follows: (here state briefly, but correctly and substantially, the nature of the plaintiff's demand). (If upon a promissory note then add: Being for the sum of dollars, due upon a promissory note for dollars, executed by the said to said on the day of, A. D. 19.., and due on the day of, A. D. 19.., with interest thereon from date at the rate of per cent per annum, and providing for ten per cent additional on both principal and interest due thereon, in case of suit or if placed in the hands of an attorney for collection.)

Herein fail not, and of this writ make due return to the next regular term of the justice court for precinct No., in said county of to be held on the day of, A. D. 19..

Given under my hand this day of, A. D. 19..

Justice of the Peace, Precinct No, County.

Issued on the day of, A. D. 19..

....., J. P.
R. S. Art. 1600 (1570).

No. 195.

NOTICE TO SERVE NONRESIDENT DEFENDANT.

The State of Texas. To (name of defendant)—Greeting:

Whereas, (name of plaintiff here), of, County of, State of Texas, did on the day of, 19.., file in the court of County, State of Texas, his petition in suit No. on the civil docket of said court, being suit brought by the said as plaintiff, against as defendant, and the nature of the plaintiff's demand as stated in the said petition being substantially as follows, to wit: (here state the nature of plaintiff's demand).

And whereas, the said petition will be heard by the said court of County, at, Texas, on the Monday in 19.., being the day of, 19..

These are therefore to require you to appear at the time and place above stated, and answer said plaintiff's petition; of which said petition a certified copy accompanies this notice.

Attest:, Clerk of the Court in and for County, State of Texas.

Given under my hand and seal of said court, at office in, Texas, this day of, A. D. 19..

.....
Clerk, Court, County, Texas.
By, Deputy.

R. S. Art. 1230 (1230).

A certified copy of plaintiff's petition shall accompany above notice.

No. 196.

RETURN OF SUCH SERVICE.

State of, County of

Personally appeared before me, the undersigned authority,, who, being by me duly sworn, deposes and says, that on the day of, A. D. 19.., at o'clock .. m., in County of, State of, he delivered to, the defendant in person, a true copy of this notice, with a certified copy of the plaintiff's petition accompanying same; and further, that he is an adult male, and is in no manner interested in this suit.

.....

Sworn to and subscribed before me, this the day of, A. D. 19..

.....

R. S. Art. 1233 (1233).

Such notice may be served by any disinterested person competent to make oath of the fact.

R. S. Art. 1231 (1231).

Service in such cases shall be made by the person executing the same delivering to the defendant in person a true copy of such notice, together with the certified copy of the plaintiff's petition accompanying the same.

R. S. Art. 1232 (1232).

CITATION BY PUBLICATION.

No. 197.

AFFIDAVIT FOR CITATION BY PUBLICATION.

..... vs. No. 3. In the Court,
County.

....., plaintiff in the above entitled cause, being duly sworn, says that, defendant therein, is a nonresident of this State (or that he is absent from this State, or that he is a transient person, or that his residence is unknown to this affiant).

Wherefore he prays that a citation be issued for service by publication.
.....

Sworn to and subscribed before me, this the day of,
A. D. 19..

.....
Clerk of Court, County.

R. S. Art. 1235 (1235).

As to affidavit and service by publication against a life or health insurance company, see

R. S. Arts. 3064-3070 (2946-2952).

In a suit for the partition of land, where defendant is unknown, see R. S. Art. 3609.

No. 198.

CITATION BY PUBLICATION.

The State of Texas. To the Sheriff or any Constable of
County — Greeting:

You are hereby commanded to summon by making publication of this citation once in each week for four successive weeks previous to the return day hereof, in some newspaper published in your county, if there be a newspaper published therein, but if not, then in any newspaper published in the judicial district; but if there be no newspaper published in said judicial district, then in a newspaper published in the nearest district to said, to appear at the next regular term of the Court of County. to be holden at the courthouse thereof in, on the Monday in, 19.., the same being the day of, 19.., then and there to answer a petition filed in said court on the day of, 19.., in a suit, numbered on the docket of said court No., wherein is plaintiff and is defendant, said petition alleging (here give a brief statement of the nature of the plaintiff's demand).

Herein fail not, but have before said court on the said first day of the next term thereof, this writ, with your return thereon, showing how you have executed the same.

Witness, Clerk of the Court of County.

Given under my hand and the seal of said court, in the of, this the day of, A. D. 19..

(Seal.)

.
Clerk of Court of County.

Issued this day of, A. D. 19..

.
Clerk of Court of County.

R. S. Art. 1235 (1235). See also R. S. Arts. 1504b, 3070.

No. 199.

SHERIFF'S RETURN.

Came to hand on the day of, 19.., at o'clock .. m., and I executed the within citation at, in County, Texas, by publishing the same in the, a newspaper published in the county of (or a newspaper published in the county of, in the nearest judicial district in which a newspaper is published, there being no newspaper published in the said judicial district), once in each week for four successive weeks (or eight successive weeks, as the case may be) previous to the return day thereof, said publication having been made respectively on the,, and days of, A. D. 19.., and a printed copy thereof is returned herewith. The distance actually traveled in the execution of such process is miles.

.
Sheriff of County.
By, Deputy.

FEES — Serving citation. \$. . . .
Mileage. . . . miles. \$. . . .

Total. \$. . . .
R. S. Art. 1238 (1238).

The return of the officer executing such citation shall be accompanied by a printed copy of such publication, and shall be signed by him officially.

JUSTICE'S CERTIFICATE AND AFFIDAVIT OF A PERSON DEPUTED TO SERVE PROCESS.

I hereby certify that I have deputed to execute this writ, this being a case of emergency, this day of, A. D. 19..

Justice of the Peace, Precinct No., County.

I,, do solemnly swear to execute this writ according to law, so help me God.

Sworn to and subscribed before me, this day of, A. D. 19..

Justice of the Peace, Precinct No., County.
R. S. Art. 1601 (1571).

No. 200.

AFFIDAVIT FOR CITATION TO UNKNOWN HEIRS .

. vs. Heirs of No.

. (or, the agent, or the attorney, of, as the case may be), plaintiff in the above entitled cause, being duly sworn, says that the names of the heirs of, deceased, parties to said suit, are unknown to affiant.

Wherefore he prays that citation may issue for service by publication

Sworn to and subscribed before me, this the day of, A. D. 19..

.
Clerk of Court, County.

R. S. Art. 1236 (1236).

No. 201.

CITATION FOR UNKNOWN HEIRS.

The State of Texas. To the Sheriff or any Constable of County — Greeting:

You are hereby commanded to summon the heirs of, deceased, whose names are unknown, to appear at the next regular term of the Court of County, to be held at the courthouse thereof, in the of, on the Monday in

19., being the day of, A. D. 19., then and there to answer a petition filed in said court on the day of, 19., in a cause numbered, wherein is plaintiff and the unknown heirs of are defendants, the cause of action being alleged as follows: (here give a brief statement of the cause of action).

You are further commanded to serve this citation by publishing the same once in each week for eight successive weeks previous to the return day hereof, in a newspaper published in your county; but if no newspaper is published in said county, then in the nearest county where a newspaper is published.

Herein fail not, but have you before said court, on the said first day of the next term thereof, this writ, with your return thereon, showing how you have executed the same.

Witness, Clerk of the Court of County.

Given under my hand and the seal of said court, in the of, this the day of, A. D. 19..

.....
Clerk of Court of County.

Issued this the day of, A. D. 19..

.....
Clerk of Court of County.

R. S. Art. 1236 (1236).

Citation for unknown heirs shall be published once in each week for eight successive weeks previous to the return day of such citation. It shall contain the same requisites as other writs.

R. S. Arts. 1346-3609.

Attorney for defendant must be appointed in all cases by publication.

R. S. Arts. 1346-3609.

The appearance day in such cases is the appearance day of the term next succeeding that to which such citation is returnable.

R. S. Art. 1264 (1264).

No. 202.

APPLICATION FOR CONTINUANCE—ABSENT TESTIMONY.

vs. No. In the Court of
..... County, Texas, Term, A. D. 19..

Now comes, plaintiff in the above entitled and numbered cause, and, being duly sworn, states that he cannot safely go to trial at this term of court, on account of the absence of,

who is a witness on behalf of the plaintiff; that the testimony of said witness is material (here show the materiality); that he has used due diligence to procure the testimony of said witness (here state such diligence used, and the cause of failure, if known); that the testimony which said witness would give, if present, cannot be obtained from any other source; that said witness resides in County, Texas, and affiant expects to prove by said witness that (here state what is expected to be proved by said witness); and that a continuance is not sought for delay only, but that justice may be done; that this is plaintiff's application for continuance.

Wherefore plaintiff prays the court to continue this cause to the next term of court.

.....

Sworn to and subscribed before me, this the day of, A. D. 19..

.....

Clerk of Court, County, Texas.

R. S. 1278, amended by 25th Leg., Reg. Ses. (1897), p. 117.

First application for continuance, it shall not be necessary to show that the absent testimony cannot be procured from any other source.

DEEDS.

No. 203.

WARRANTY DEED, WITH SINGLE ACKNOWLEDGMENT.

R. S. Arts. 624-637 (548-561).

The State of Texas, County of

Know all men by these presents, that I, (or, I,, joined by my wife, or husband, as the case may be, or we, and, husband and wife, as the case may be), of the county, State of Texas, for and in consideration of the sum of dollars, to in hand paid by, the receipt of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey, unto the said of the county of, State of, all that certain (here describe the property).

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said, his heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend, all and singular the said premises unto the said

....., his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Witness hand, at, this day of, A. D. 19..

.....
.....
.....

Witnesses at request of grantor:

.....
.....

R. S. Art. 628 (552).

No. 204.

SINGLE ACKNOWLEDGMENT.

The State of Texas, County of

Before me,, in and for said county and State, on this day personally appeared, known to me (or proved to me on the oath of) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this day of, A. D. 19..

(Seal.)

.....
.....

See R. S. Art. 4620 (4312).

No. 205.

ACKNOWLEDGMENT BY A MARRIED WOMAN.

The State of Texas, County of

Before me,, in and for said county and State, on this day personally appeared, wife of, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her she, the said, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this day of, A. D. 19..

.....
.....

See R. S. Art. 4621 (4313).

No. 206.

CERTIFICATE OF COUNTY CLERK.

The State of Texas, County of

I,, county clerk of said county, do hereby certify that the foregoing instrument of writing, together with its certificates of authentication, was filed for record in my office the day of, A. D. 19.., at o'clock .. m., and duly recorded on the day of, A. D. 19.., in the deed records of said county, in volume, on page

Witness my hand and official seal, at my office in, Texas, this day of, A. D. 19..

.....
 County Clerk County, Texas.
 By, Deputy.

No. 207.

WARRANTY DEED—WITH VENDOR'S LIEN, JOINT ACKNOWLEDGMENT.

The State of Texas, County of

Know all men by these presents, that we, and, husband and wife, of the county of, in the State aforesaid, for and in consideration of the sum of dollars, to us paid, and secured to be paid, by as follows: dollars, cash in hand paid, the receipt of which is hereby acknowledged and confessed, and dollars, evidenced by promissory notes of even date herewith for the sum of dollars each, executed by the said, due on the day of, A. D. 19.., and 19.., each respectively, and payable to the order of, at Texas, bearing per cent per annum from date until paid, interest due and payable annually, and providing for ten per cent additional on the amount of principal and interest then due and attorney's fees. if placed in the hands of an attorney for collection, or in case suit is brought on same, and failure to pay said notes or either of them or any installment of interest when due, shall, at the option of the holder, mature each and all of said notes, have granted, sold and conveyed, and by these presents do grant, sell and convey, unto the said, of the county of, State of Texas, all that certain (here fully describe the property).

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said, his heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to war-

rant and forever defend all and singular the said premises unto the said , his heirs and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the vendor's lien is retained against the above described property, premises and improvements until the above described notes, and all interest thereon, are fully paid according to their face and tenor, effect and reading, when this deed shall become absolute.

Witness hand, at this day of, A. D. 19..

.....
.....
.....
.....

Witnesses at request of grantor:

.....
.....

R. S. Art. 630 (554).



No. 208.

JOINT ACKNOWLEDGMENT.

The State of Texas, County of

Before me,, of the county, in the State of Texas, on this day personally appeared and, his wife, both known to me (or proved to me on the oath of), to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said wife of the said, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this day of, A. D. 19..

.....
Notary Public in and for County, Texas..

No. 209.

QUITCLAIM DEED.

The State of Texas, County of

Know all men by these presents, that I,, of the county of, and the State of Texas, for and in consideration of the sum of dollars, to me in hand paid by, of the county of, and State of Texas, the receipt of which is hereby acknowledged, do, by these presents, bargain, sell, release and forever quitclaim unto the said, his heirs and assigns, all my right, title and interest in and to that certain tract or parcel of land lying in the county of, and State of Texas, described as follows, to wit: (here describe the property).

To have and to hold the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said, his heirs and assigns, forever, so that neither I, the said, nor my heirs, nor any person or persons claiming under me shall, at any time hereafter, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Witness my hand at, Texas, this day of, A. D. 19..

Witnesses at request of grantor:

.....

[For acknowledgment see other deeds.]

No. 210.

DEED OF GIFT.

The State of Texas, County of

Know all men by these presents, that I,, of the county of, in the State aforesaid, for and in consideration of the natural love and affection which I have and bear for my daughter,, have given, granted and conveyed, and by these presents give, grant and convey to the said, of the county of, in the State of Texas, all that certain tract, lot or parcel of land, situate, lying and being in the county of, State of Texas, in the survey, and more particularly described and designated as follows, to wit: (here describe the property) together with all and singular, the rights, members and appurtenances to the same in any manner belonging.

To have and to hold said property to her, the said, her heirs and assigns forever.

Witness my hand this the day of, A. D. 19..

.

Signed and delivered in the presence of

.
.

FORM OF ACKNOWLEDGMENT.

(Same as given in other deeds.)

Every deed or conveyance of real estate must be signed or acknowledged by the grantor in the presence of at least two credible subscribing witnesses thereto; or must be duly acknowledged before some officer authorized to take acknowledgments, and properly certified to by him for registration.

See R. S. Art. 630 (554).

In the conveyance of the separate lands of the wife or the homestead of a family, if owned by a married man, the wife shall join in said conveyance, and her separate acknowledgment thereof taken and certified to before the proper officer and in the mode pointed out in article 4621.

R. S. Art. 635-636 (559-560).

Art. 635 (1895), amended by Art. 635, 25th Leg., Reg. Ses. (1897), p. 41.

When deed is made to a married woman for her own separate use as her separate property the usual form of deed can be used except using the following clauses, first, after the words to me paid by, "out of her own separate property and estate;" after the words; bargain, sell and release, unto the said, "to her sole and separate use and benefit;" after the words, to have and to hold, all and singular, the premises above mentioned unto the said, "to and for her sole and separate use."

This is necessary in order to give notice that the land is the separate property of the wife. Deed by attorney, the form given for deeds can be used, inserting after the words, know all men by these presents, that I,, of said State and county, "by my attorney in fact,, specially thereto constituted by power of attorney, dated on the . . . day of, A. D. 19. . ., and recorded in the records of said county in book, on page, as by reference thereto will more fully appear."

No. 211.

SHERIFF'S DEED.

The State of Texas, County of

Know all men by these presents, that whereas, by virtue of a certain, issued out of the court, of the county of, Texas, in favor of vs. on a certain judgment rendered by said court on the ... day of, A. D. 19.., and directed and delivered to me, as sheriff of County, commanding me, of the goods and chattels, lands and tenements of the said to make certain moneys in said writ mentioned, I,, sheriff as aforesaid, did upon the ... day of, 19.., levy on the premises hereinafter described as the property of the said defendant and on the first Tuesday in, A. D. 19.., the same being the ... day of said month, within the hours prescribed by law, sold said premises at public vendue, in the county of, at the door of the courthouse thereof, having first given public notice of the time and place of sale, by causing an advertisement thereof to be posted up at three public places in the county aforesaid, one of which was at the courthouse door of the said county, for twenty days previous to said sale, and by delivering to the defendant in execution a copy of said notice of sale, and by mailing a similar copy to, his attorney of record; and whereas at the said sale, the said premises were struck off to for the sum of dollars, he being the highest bidder therefor, and that being the highest secure bid for the same:

Now therefore in consideration and by virtue of the premises aforesaid, and of the payment of the said sum of dollars, the receipt of which is hereby acknowledged, I,, sheriff as aforesaid, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said all the estate, right, title, interest and claim of the said in and to the following described premises, viz: (here describe the property

To have and to hold the above described premises unto the said, his heirs and assigns, forever, as fully and as absolutely as I, as sheriff as aforesaid, can convey by virtue of said writ.

In testimony whereof, I have hereunto set my hand this ... day of, A. D. 19..

.....
 Sheriff County, Texas.

No. 212.

ACKNOWLEDGMENT BY SHERIFF.

The State of Texas, County of

Before me, (here insert the name and character of the officer), on this day personally appeared, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same, as the sheriff of County, Texas, for the purposes and consideration therein expressed and in the capacity therein set forth.

Given under my hand and seal of office this day of, A. D. 19..

(Seal.)

See R. S. Art. 2375 (2316).

No. 213.

DEED BY CORPORATION.

The State of Texas, County of

Know all men by these presents, that the, a private corporation, duly incorporated under the laws of the State of Texas, the principal office whereof being at, in said county and State, for and in consideration of the sum of dollars, to it in hand paid by, the receipt of which is hereby acknowledged and confessed, have granted, sold and conveyed, and by these presents do grant, sell and convey, unto the said, of the county of, State of Texas, all that certain tract, lot or parcel of land (here describe the land).

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said, his heirs and assigns, forever, and the does hereby warrant and forever defend, all and singular, the said land and premises unto the said, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

In witness whereof the aforesaid have caused these presents to be signed by, its president, thereunto authorized by a vote of said corporations, a copy of which is hereto annexed, and its common seal hereunto affixed this day of, A. D. 19..

(Seal.)

By, its President.

Attest:,

Secretary.

No. 214.

ACKNOWLEDGMENT BY PRESIDENT.

The State of Texas, County of

Before me,, a notary public in and for county, State of Texas, on this day personally appeared, known to me (or proved to me on the oath of) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of (here state name of corporation) of, Texas, and as the president thereof, and for the purposes and consideration therein expressed.

Given under my hand and seal of office this day of, A. D. 19..

(Seal.)

.....
(Official character.)

No. 215.

CONSTABLE'S DEED—SALE OF REAL ESTATE.

The State of Texas, County of

Know all men by these presents, that, whereas, by virtue of a certain execution issued by, Esq., a justice of the peace in and for the county of, in favor of vs., on a certain judgment rendered in the justice's court in precinct No., of said county, on the day of, A. D. 19.., and directed and delivered to me, as constable of the county of, commanding me of the goods and chattels, lands and tenements of the said, to make certain moneys in said writ specified, I,, constable as aforesaid, did upon the day of, A. D. 19.., levy on and seize the premises hereinafter described, and all the estate, right, title, interest and claim of said defendant therein; and on the first Tuesday, being the day of, A. D. 19.., between the hours of ten o'clock a. m. and four o'clock p. m., sold said premises at public vendue, in the county of at the door of courthouse thereof, having first given public notice of the time and place of sale, by causing an advertisement thereof to be posted up at three public places in the county aforesaid, one of which was at the courthouse door of the said county, for twenty days previous to said sale, and by delivering to the defendant in execution a copy of said notice of sale and by mailing a similar copy to his attorney of record; and whereas, at the said sale, the said premises were struck off to for the sum of dollars, he being the highest bidder therefor, and that being the highest secure bid for the same. And said purchaser having complied with the terms of said bid:

Now therefore in consideration and by virtue of the premises aforesaid, and of the payment of the said sum of dollars, the receipt of which is hereby acknowledged, I,, constable as aforesaid, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said all the estate, right, title, interest and claim of the said in and to the following described premises, viz: (here describe said premises).

To have and to hold the above described premises unto the said, his heirs and assigns forever, as fully and as absolutely as I, as constable as aforesaid, can convey by virtue of the said writ of execution.

In testimony whereof I have hereunto set my hand this the day of, A. D. 19

.....
 Constable of County, Texas.

No. 216.

ACKNOWLEDGMENT BY CONSTABLE.

The State of Texas, County of

Before me, (here insert the name and official character of the officer), on this day personally appeared, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same, as the constable of County, Texas, for the purposes and consideration therein expressed and in the capacity therein set forth.

Given under my hand and seal of office this the day of, A. D. 19

(Seal.)
 R. S. Art. 2375 (2316). R. S. Art. 2327 (2270).

No. 217.

GROUND-RENT DEED.

The State of Texas, County of

Know all men by these presents, that this instrument of writing between and witnesseth, that the said, as well for and in consideration of the sum of dollars to him in hand paid, as of the payment of the yearly rent and taxes, and performance of the covenants and agreements hereinafter mentioned, which on the part of said, his heirs and assigns, are to be paid and performed, have granted, sold and conveyed, and by these presents do grant, sell and convey, unto the said

his heirs and assigns, all that certain lot or piece of ground situate in the city of, in said county, and described as follows, to wit: (here describe the land); together with all and singular, the improvements, ways, streets, rights, privileges, hereditaments and appurtenances whatsoever unto the same belonging or in anywise appertaining, to have and to hold the above described premises unto the said, his heirs and assigns, forever, yielding and paying therefor unto the said, his heirs and assigns, the yearly rent or sum of dollars, in yearly payments in advance, on the first day of January in each and every year forever, commencing on the first day of January, A. D. 19.., without any reduction or abatement whatever for or by any reason of any charges, taxes or assessments whatsoever to be assessed on the said lot or the yearly rent hereby reserved, and on default of payment of said rents as they become due the same may be enforced by warrant of distress; but if sufficient property subject to levy cannot be found upon said premises for the purpose aforesaid, it shall and may be lawful for said wholly to re-enter upon said lot and its improvements and the same to have again, repossess, and enjoy, as fully and completely as though this instrument of writing had never been executed.

And the said, for himself, his heirs, executors, administrator and assigns, doth covenant, promise and agree to and with the said, his heirs and assigns, that he, the said, the said yearly rent of dollars shall well and truly pay on the day and times above mentioned for such payment, without any deduction for or by reason of any charges, taxes or assessments whatsoever, it being the express agreement of the parties hereto that the said, his heirs and assigns, shall pay all taxes whatsoever that shall hereafter be laid or assessed by virtue of any law whatsoever upon the lot herein mentioned or on the buildings to be erected thereon or on the said rent charged thereon; also that he, the said, shall, within one year from the date hereof, erect and build on said lot a good and substantial brick or stone building of sufficient value to secure the rent hereby reserved; provided always, nevertheless, that if the said, his heirs or assigns, shall at any time hereafter pay to the said, his heirs or assigns, the sum of dollars, and all arrearages of said yearly rent at the time of such payment, then the same shall forever thereafter cease and be extinguished and the covenant for the payment thereof shall become void, and then he, the said, his heirs or assigns, will at their own proper cost and charges, execute to the said his heirs and assigns, a sufficient release and discharge of said reserved rents; and the said, for himself, his heirs, executors and administrators, doth covenant with the said, his heirs and assigns, that he, the said, his heirs and assigns, paying the said yearly rent or extinguishing the same, together with the taxes, and performing the

covenants and agreements aforesaid, shall at all times hereafter forever freely, peaceably and quietly have, hold and enjoy all and singular the premises hereby granted, with the appurtenances, and take and receive the rents and profits thereof without any molestation, interruption or eviction of the said, his heirs or any other person lawfully claiming the same or any part thereof.

Witness our hands this the day of, A. D. 19..

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.....

Signed and delivered in the presence of

.....
.....

Witnesses.

[Acknowledgment given same as in other deeds.]

No. 218.

DEED OF RELINQUISHMENT AND CONFIRMATION.

The State of Texas, County of

Know all men by these presents, that I,, of the county of, in the State aforesaid, for and in consideration of the sum of dollars, to me in hand paid by, the receipt of which is hereby acknowledged and confessed, do by these presents relinquish, ratify, and confirm unto the said, his heirs and assigns, of the county of, State of Texas, all that certain lot, tract or parcel of land situate, lying and being in the county of, State of Texas, in the survey (here describe the land).

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said, his heirs or assigns forever.

Witness my hand this day of, A. D. 19..

.....

Signed and delivered in the presence of

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.....

[Form of acknowledgment same as given in other deeds.]

No. 219.

DEED OF PARTITION.

The State of Texas, County of

Know all men by these presents, that this instrument of writing, made between and, wife of, who join herein, witnesseth, that whereas, we, the said, and, of said county and State, have and hold in common the lands hereinafter mentioned, and are desirous of making partition of the same, it is hereby covenanted, granted, concluded and agreed by and between said parties, and each of them covenants, grants, concludes and agrees, for himself, themselves, his and their heirs and assigns, that a partition of said lands be made as follows, to wit:

First. The said shall from henceforth have, hold, possess and enjoy, in severalty by himself and to him and his heirs and assigns for his part, share, interest and proportion of the said lands and premises, all that tract of land situated (here describe the land); and the other parties hereto do grant, release and confirm unto the said the premises above described, to have and to hold the above described premises, with all and singular the rights, hereditaments and appurtenances thereto in anywise belonging, unto the said, his heirs and assigns, forever.

Second. The said shall from henceforth have, hold, possess and enjoy in severalty by himself and to him and his heirs and assigns, for his part, share, interest and proportion of the said lands and premises, all that tract of land situated (here describe the land); and the other parties hereto do grant, release and confirm unto the said, the premises above described, to have and to hold the above described premises, with all and singular the rights, hereditaments and appurtenances thereto in anywise belonging, unto the said, his heirs and assigns forever.

Third. The said shall from henceforth, in her own right and as her separate property, have, hold, possess and enjoy, in severalty by herself and to her and her heirs and assigns, for her part, share, interest and proportion of the said lands and premises, all that tract of land situated (here describe said land); and the other parties hereto do grant, release and confirm unto the said, the premises above described, to have and to hold the above described premises, with all and singular the rights, hereditaments and appurtenances thereto in anywise belonging, unto the said, her heirs and assigns forever.

Witness our hands this day of, A. D. 19..

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[Acknowledgment same as in other deeds.]

No. 220.

DEED OF RIGHT OF WAY.

The State of Texas, County of.....

Know all men by these presents, that I,, for and in consideration of the sum of dollars to me in hand paid by, the receipt of which is hereby acknowledged and confessed, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey, unto the said, his heirs and assigns, the free and uninterrupted use, liberty and privilege of and passage in and along a certain way across a certain tract of land situated in said county adjoining the premises of the said, and now occupied by me, being the same tract of land conveyed to me by, by deed dated on the day of, A. D. 19.., and recorded in book on page deed of records of County, Texas, to which reference is hereby made, said way being feet in breadth and extending from the corner of said tract to the corner of the same, parallel with the boundary line thereof; together with free ingress, egress, regress to and for the said, his heirs and assigns, and his and their tenants, with wagons, carriages and other vehicles, horses, mules or cattle, as by him or them shall be necessary or convenient, at all times and seasons forever, in, along, upon and out of said way, in common with him, the said, his heirs and assigns, and his and their tenants; to have and to hold all and singular the privileges aforesaid to him, the said, his heirs and assigns, to their proper use and behoof, in common with him, the said, his heirs and assigns.

Witness my hand this day of, A. D. 19..

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Signed and delivered in the presence of

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Witnesses

[Acknowledgment same as given in other deeds.]

No. 221.

DEED OF EXCHANGE OF LANDS.

The State of Texas, County of.....

Know all men by these presents, that this instrument of writing, made this the day of, A. D. 91.., between, of the one part, and of the other part, witnesseth, that the said of the county of in the State of Texas,

for and in consideration of the exchange of and for the land, tenements and hereditaments of the said, in the county of, State of Texas, bounded and described as follows (here describe the land), valued at dollars, have given, granted and conveyed, and by these presents do give, grant and convey, unto the said of the county of, State of Texas, a certain tract of land, with all and every of the right and appurtenances, situate, lying and being in the county of, State of Texas, bounded and described as follows (here describe the land); to have and to hold said above described land and premises, together with all and singular the rights and appurtenances thereto belonging, unto the said, his heirs and assigns, forever; and the said hath likewise on his part, for and in consideration of the exchange of and for the lands, tenements and hereditaments herein conveyed to him by the said, valued at dollars, have given, granted and conveyed, and by these presents do give, grant and convey unto the said, all that certain tract of land, aforesaid, situate, lying and being in the county of, State of Texas, bounded and described as follows (here describe the land); to have and to hold the above described land and premises, together with all and singular the rights and appurtenances thereto belonging, unto the said, his heirs and assigns, forever.

Provided always, nevertheless, and these presents are upon this condition, and it is the true intent and meaning of the parties hereunto, that if it shall happen that either of the said parties to these presents, their executors, administrators or assigns, shall at any time hereafter during the said respective terms above granted, by color or means of any former or other gift, grant, bargain or sale, or otherwise howsoever, be ousted or evicted of and from the possession of either of the said tracts of land or tenements and the premises so respectively granted in exchange as aforesaid, or any part thereof, then, in such cases, these presents and every matter and thing herein contained shall be utterly void and of none effect, and then and thenceforth it shall and may be lawful to and for the party or parties so ousted or evicted into his or their said former land or tenements and premises, with all and singular the appurtenances, to re-enter, and the same to have again, repossess, and enjoy, as of his and their former estate or estates, anything herein contained to the contrary thereto and in anywise notwithstanding.

Witness our hands this day of, A. D. 19

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[Acknowledgment same as given in other deeds.]

No. 222.

DEED OF AGREEMENT TO LAY OUT AND LEAVE OPEN ALLEY, ETC.

The State of Texas, County of

Know all men by these presents, that this instrument of writing, this day made by and between of the first part, and, party of the second part, and, party of the third part, witnesseth: whereas, the said (party of the first part) is the owner in fee of the following lots or tracts of land (here describe the property, giving the distance and location of same with reference to the blocks and streets); and whereas, the said (party of the second part) is the owner in fee of a lot of ground on (here give the location of same with reference to above land, streets, etc.); and whereas, the said (party of the third part) is the owner in fee of a lot of ground on the (here give the location of said lot with reference to the above described lot, streets, etc.), all of said lots being contiguous and adjoining each other; and whereas, the said parties to these presents have mutually concluded and agreed with each other to lay out and leave open over and across the ends of the, lots of land above described, feet in width extending from street feet in length, parallel with and at the distance of feet from the side of street, as for a passageway into and from the said street: Now therefore this instrument witnesseth that, as well for and in consideration of the premises as the sum of dollars, by each to the other paid at the time of the execution hereof, the receipt of which is hereby acknowledged and confessed, they the said parties to these presents, for themselves respectively, their respective heirs and assigns, do, and each of them doth, covenant and agree to and with the other and others of them, the said parties hereto, his and their respective heirs and assigns, that a strip of ground feet in width north and south by feet in length east and west, extending into and from the said street, shall at all times hereafter be and remain open as and for an alley and passageway for the mutual use and accommodation of all the said contiguous lots of ground hereinbefore described and of the respective owners and occupiers of the same.

Witness our hands this day of, A. D. 19..

.....

[Acknowledgment same as given in other deeds.]

No. 223.

DEED OF A WATERCOURSE.

The State of Texas, County of

Know all men by these presents, that whereas, and, of said county and State, are respectively seized in fee of two contiguous tracts of land in the county aforesaid, now occupied by them; and whereas, there is a dam and race or watercourse upon a certain stream known as, within the land of the said, for watering, overflowing and improving ground therein:

Now therefore I, the said, for divers good considerations and the further consideration of the sum of dollars to me in hánd paid by the said, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, sell and convey, unto the said, his heirs and assigns, all of the water of said stream, to be led and conveyed therefrom into the land of said for the space of days in every week, to wit: from, at to, at, for the watering, overflowing and improving the land of the said, together with the right to and for the said, his heirs and assigns, and his and their workmen, with horses, mules, cattle, carts and wagons, at all convenient times and seasons, to enter upon the land in and along the banks of said dam and race or watercourse, for the amending, cleaning and repairing the same, with liberty for that purpose to dig and take stones and earth from the adjacent land, to have and to hold all and singular the premises and privileges hereby granted unto the said, his heirs and assigns, forever, he or they paying part of the expenses which from time to time may accrue in supporting, cleansing and repairing the dam and watercourse aforesaid.

Witness my hand this the day of, A. D. 19..

Signed and delivered in the presence of

.....

Witnesses.

[Acknowledgment same as given in other deeds.]

No. 224.

DEED OF A GIFT ON CONDITIONS.

The State of Texas, County of

Know all men by these presents, that this instrument of writing, this day made between and, of said county and State, witnesseth, that whereas, the said being the father of said, 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 said, to make over his property to the said, so that the said should pay the debts of the said and afford him a maintenance, as is hereinafter mentioned: Now therefore the said, in order to carry said agreement into effect, and in consideration of the natural love and affection which he has for and toward his son, the said, and of the provisos, covenants and agreements hereinafter mentioned by the said to be observed and performed, hath given, bargained, sold and assigned, and by these presents doth give, grant, bargain, sell and assign, unto the said, his heirs, executors and administrators, all and singular his household goods, debts, rights, credits and personal estate, whereof he is now possessed or anyways interested in or entitled unto, of whatsoever nature or kind the same are, with their and every of their rights, members and appurtenances, to have and to hold the same unto the said, his heirs, executors and administrators, forever, without rendering any account or being therefor in anywise accountable to the said his heirs, executors or administrators, for the same, and the said, for himself, his heirs, executors and administrators doth covenant, promise, grant and agree to and with the said, his executors and administrators, in manner and form following, that is to say, that he, the said, his executors and administrators, shall and will settle, pay, discharge and satisfy all accounts, debts, judgments and demands of every nature and kind whatsoever, now outstanding against or now due from or payable by the said, or for the payment of which the said shall be liable on account of any matter, cause or thing hereto had, suffered, done or performed, and at all times hereafter free, discharge and keep harmless and indemnified the said, his heirs, executors and 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 nonpayment thereof.

And further, that he, the said, his heirs, executors and administrators, shall and will, yearly and every year during the term of the natural life of him, the said by twelve equal monthly payments, the first to begin on the first day of, A. D. 19.., and on the first day of each consecutive month thereafter, for each

and every year, well and truly pay to the said or his assigns the sum of dollars for or toward his support and maintenance, and find and provide for him sufficient meat, drink, washing, lodging, apparel and attendance suitable to his estate and situation, at the choice and election, from time to time, of the said; Provided always and upon condition that if the said, his heirs, executors or administrators, shall fail or refuse to perform any of the agreements and stipulations above mentioned, then it shall be lawful for the said all and singular the premises hereby granted to take, repossess and enjoy as in his former estate.

Witness our hands this day of, A. D. 19..

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Signed and delivered in the presence of

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Witnesses.

[Acknowledgment same as given in deeds.]

No. 225.

DEED OF GIFT OF PERSONAL PROPERTY TO BE USED DURING LIFE.

The State of Texas, County of

Know all men by these presents, that I,, in consideration of the natural love and affection which I have and bear to my daughter,, and for and toward the better support and maintenance of her after my decease, and for divers other good causes and valuable considerations received by and moving me, have given, granted and conveyed, and by these presents do give, grant and convey, unto the said all and singular my goods and chattels whatsoever and wheresoever, and of what nature, sort or kind soever, to have and to hold the said goods and chattels hereby granted and conveyed, and every part and parcel thereof, unto the said, her executors, administrators and assigns, from henceforth forever;

Provided always, and these presents are upon this special trust and confidence and express condition, that she, the said, her executors, administrators and assigns, shall and do permit and suffer me, the said, to use, keep and enjoy all and singular the said goods and chattels during my natural life, without paying or yielding anything for the same, or in respect thereof, and not otherwise, and that from and after my decease, she, the said, her executors, administrators or assigns, shall or lawfully may have, hold and

enjoy the same, and every part and parcel thereof, and dispose thereof and convert the same to her own proper use and benefit, as she or they shall think fit.

Witness my hand this day of, A. D. 19..

Signed and delivered in the presence of

.....
.....

Witnesses.

[Acknowledgment same as given in deeds.]

No. 226.

PROOF BY WITNESS.

The State of Texas, County of

Before me,, a notary public in and for County, Texas, on this day personally appeared, known to me (or proved to me on the oath of) to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that he saw, the grantor or person who executed the foregoing instrument, subscribe the same (or that the grantor or person who executed such instrument of writing acknowledged in his presence that he had executed the same for the purposes and consideration therein expressed), and that he had signed the same as a witness at the request of the grantor (or the person who executed the same).

Given under my hand and seal of office this day of....., A. D. 19..

(Seal.)

See R. S. Art. 4624 (4316).

Witness must be personally known to the officer taking the proof to be the person whose name is subscribed to the instrument as a witness, or must be proved to be such by the oath of a credible witness, which fact shall be noted in the certificate.

See R. S. Art. 4623 (4315).

DEEDS OF TRUST.

No. 227.

DEED OF TRUST.

The State of Texas, County of

Know all men by these presents, that I,, joined herein by my wife,, (pro forma) of the county of

..... and State of, parties of the first part, in consideration of the sum of ten dollars, to us in hand paid by of the county of and State of Texas, the receipt whereof is hereby acknowledged, and of the further consideration, uses, purposes and trusts herein set forth and declared, have granted, bargained and sold, and by these presents do grant, bargain, sell, alien, convey and confirm, unto the said, party of the second part, and also to the substitute trustee, as hereinafter provided, all of the following described real estate, lying and being situated in the county of in the State of Texas, to wit: (here describe the property), together with all improvements thereon, or hereafter to be placed thereon, and all and singular, the rights and appurtenances to the same belonging or in anywise incident or appertaining. To have and to hold unto him, the said party of the second part, and to his successor and his assigns forever, we hereby covenanting and agreeing to forever warrant and defend the premises aforesaid, and every part thereof unto the said and to the substitute trustee, and to the assigns of any trustee hereunder, against all persons whomsoever, lawfully claiming or to claim the same, for and upon the following trusts, terms and conditions, to wit: That whereas, the said party of the first part, is justly indebted to, party of the third part herein, as evidenced by one certain promissory note executed by the said party of the first part, and payable to the order of the said party of the third part, as follows to wit: (here describe the note).

And, whereas, it is contemplated that said, party of the first part, may hereafter become indebted unto said party of the third part in further sum or sums, which said indebtedness now accrued or to accrue in future it is agreed shall all be payable at, Texas, and bear interest at rate of ... per cent per annum from date of accrual until paid, by whatever means the same shall accrue; and this conveyance is made for the security and enforcement of the payment of said present and future indebtedness.

Now, should the said party of the first part make prompt payment of said indebtedness, both principal and interest, as the same shall become due and payable, and strictly comply with all the conditions and requirements herein provided, then this conveyance shall become null and of no further force or effect, and shall be released at the cost and expense of the said party of the first part. But should the said, party of the first part, make default in the punctual payment of said indebtedness, or any part thereof, principal or interest, as the same shall become due and payable, or should said party of the first part in any respect fail to keep and perform any one or more of the conditions herein provided to be kept and performed by said party of the first part, then, and in any such case, the whole amount of said indebtedness remaining unpaid shall, at the option of the party of the third part, or other holder thereof, immediately mature and become payable, and it

shall thereupon, or at any time thereafter, the same, or any part thereof, remaining unpaid, be the duty of the said party of the second part herein, and of his successor or substitute, as hereinafter provided, on the request of the said party of the third part, or other holder thereof (which request is hereby presumed) to enforce this trust; and after advertising the time, place and terms of the sale of all the above conveyed and described property for at least twenty days successively next before the day of sale, by posting up written or printed notices thereof at three public places in each county where said real estate is situated, one of which shall be at the courthouse door of such county, to sell the same, in accordance with such advertisement, at public auction, in front of the door of the courthouse of County, in the State of Texas, on the first Tuesday in any month, between the hours of 10 o'clock a. m. and 4 o'clock p. m., to the highest bidder for cash — selling all the property above conveyed as an entirety or in parcels, as the trustee acting may elect — and make due conveyance to the purchaser or purchasers, with general warranty, binding the said parties of the first part herein, and their heirs and assigns; and out of the money arising from such sale, the trustee acting shall pay, first, all the expenses of advertising, sale and conveyance, including a commission of five per cent, to himself; and then to the said party of the third part, or any other holder thereof, the full amount of principal and interest due and unpaid on said indebtedness as hereinbefore set forth, rendering the balance of the purchase money, if any, to the said parties of the first part, their heirs or assigns; and said sale shall forever be a perpetual bar against the said parties of the first part, their heirs and assigns, and all other persons claiming under any of them. It is expressly agreed that the recitals in the conveyance to the purchaser shall be full evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed. In case of the absence, death, inability, refusal or failure of the trustee herein named to act, a successor and substitute may be named, constituted and appointed by the said party of the third part herein, or other holder of said indebtedness, without other formality than an appointment and designation in writing; and this conveyance shall vest in him, as trustee, the estate and title in all said premises, and he shall thereupon hold, possess and execute all the title, rights, powers and duties herein conferred on said trustee named, and his conveyance to the purchaser shall be equally valid and effective; and such right to appoint a successor or substitute trustee shall exist as often and whenever from any of said causes, any trustee, original or substitute, cannot or will not act. The party of the third part, or other holder under them, shall have equal rights to become the purchaser at such sale, being the highest bidder.

It is agreed and stipulated that the parties of the first part herein shall and will, at their own proper cost and expense, keep the property and premises herein described, and upon which a lien is hereby given and

created, in good repair and condition, and pay and discharge, as they are or may become payable, all and every, the taxes and assessments that are or may become payable thereon under any law, ordinance or regulation, whether made by Federal, State or municipal authority, and shall keep said property fully insured in some company or companies approved by the party of the third part, to whom the loss, if any, shall be payable, and by whom the policies shall be kept. And in case of default made by the party of the first part in performance of any of the foregoing stipulations, the same may be performed by the party of the third part herein, for account and at the expense of the party of the first part, and any and all expenses incurred and paid in so doing shall be payable by the party of the first part to the party of the third part, with interest at the rate of per cent per annum from the date when the same was so incurred or paid, and shall stand secured and payable by and under this deed in like manner with the other indebtedness herein mentioned, and the amount and nature of such expenses and time when paid shall be held fully established by the affidavit of the party of the third part, or of his agent, or by the certificate of any trustee acting hereunder.

It is further agreed and stipulated that the security herein and hereby provided shall not affect, nor be affected by any other or further security taken or to be taken for the same indebtedness, or any part thereof; and the said parties of the first part hereby declare that the property hereinbefore mentioned and conveyed to said party of the second part forms no part of any property by them owned, used or claimed as exempted from forced sale under the laws of the State of Texas, and disclaim and renounce all and every claim thereto under any such law or laws,, and hereby designate the following described property, to wit:..... (here describe the property) as our homestead, and as constituting all the property (of nature similar to that herein conveyed) owned, used or claimed by us as exempt under said laws.

In testimony whereof, said parties of the first part have hereunto signed their names at this day of, A. D. 19..

.....

Witnesses at request of grantor:

.....

[The above form can be used when the wife joins in the deed of trust to secure debt of the husband, but to secure joint debt, should read we,, and wife,, instead of I,, joined by my wife. Acknowledgment same as in deeds.]

No. 228.

DEED OF TRUST FOR THE BENEFIT OF A MARRIED WOMAN.

The State of Texas, County of

Know all men by these presents, that I,, of the county of, State of Texas, for and in consideration of the sum of one dollar to me in hand paid by, the receipt of which is hereby acknowledged, for the uses and upon the trust hereinafter mentioned, have granted, sold and confirmed, and by these presents do bargain, grant, sell and convey, unto the said, forever, all that certain tract or parcel of land, situate, lying and being in the county of, State of Texas, described as follows:..... (here describe the land), together with all the rights, hereditaments and appurtenances unto the same belonging; to have and to hold the above described premises unto the said and his assigns forever, in trust, nevertheless, and for the uses following and none other; that is to say, for the separate and sole use of, the wife of, of said State and county, for and during her natural life, and so as she alone, or such person as she shall appoint, shall take and receive the rents, issues and profits thereof, and so as her said husband shall not in anywise intermeddle therewith, and from and after the decease of the said in trust for the use of the heirs of the body of the said, by the said, begotten, forever, with power to the said to sell and convey, in fee simple, the whole or any part of the aforesaid premises to any person or persons, and for such sums of money as the said by writing, under her hand and duly acknowledged, at any time during her natural life may direct. And the said binds himself, his heirs, executors and administrators, forever, to warrant and defend the title of said premises unto the said and his assigns, forever, against the claims of all persons lawfully claiming the same or any part thereof. And the said hereto signing his name, accepts the trust herein conferred.

Witness our hands this day of, A. D. 19...

.....
.....

Signed and delivered in the presence of

.....
.....

Witnesses.

[Acknowledgment same as given in deeds.]

No. 229.

DEED FROM TRUSTEE UNDER ABOVE DEED.

The State of Texas, County of

Know all men by these presents, that I, (party named as trustee in above deed), trustee of the hereinafter described premises, for the use of, wife of, by deed of to me dated on the day of, A. D. 19.., and recorded in book on page, records of County, Texas, to which reference is hereby made, by the direction and appointment of the said by her instrument in writing, under her hand and duly acknowledged by her, for and in consideration of the sum of dollars to me in hand paid for the use of the said by, the receipt of which is hereby acknowledged and confessed, have bargained, sold and conveyed, and by these presents do bargain, sell and convey unto the said, of County, Texas, all that certain tract or parcel of land situated in County, Texas, described as follows, to wit:..... (here describe the land).

To have and to hold the above described land and premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said, his heirs and assigns, forever; and I, the said, by virtue of the authority vested in me in said deed of trust, do hereby bind and obligate the said, his heirs, executors and administrators to forever warrant and defend the right and title of said property to the said, his heirs and assigns, against the claims of all persons lawfully claiming the same or any part thereof.

Witness my hand this the day of, A. D. 19..

.....

Trustee.

Signed and delivered in the presence of

.....

Witnesses.

[Acknowledgment same as given under sheriff's deed, except using trustee instead of sheriff.]

No. 230.

TRUSTEE'S DEED.

The State of Texas, County of

Know all men by these presents, that I,, of said county of, State of Texas, by virtue of a deed of trust executed and delivered to me, as trustee, on the day of, A. D. 19.., by

....., for better securing in the payment of a certain promissory note for the sum of dollars, made by the said payable to the order of the said, bearing even date with the date and year aforesaid, and due twelve months after date thereof, fully described in said deed of trust; in which said deed of trust I have been authorized to sell upon the request of said, at any time after the maturity of said note, certain property hereinafter described, which said note being past due and unpaid and the said request made as aforesaid, and the said having failed and refused to pay said note or any part thereof, after having been duly notified so to do, and duly served with notice of this sale, as required by law, did offer for sale between the legal hours thereof, at public auction, on the first Tuesday in, A. D. 19.., the same being the ... day of said month, at the courthouse door in, County, Texas, a certain tract of land, with the rights, members and appurtenances thereto belonging, situated in said county of, described as follows, to wit: (here describe the land); whereupon the said tract of land was knocked off to of said county, at and for the sum of dollars, he being the highest and best bidder for the same, and the said sum being the highest and best bid therefor.

Now therefore, in consideration of the premises and of the said dollars, to me in hand paid by the said, the receipt of which is hereby acknowledged and confessed, I, the said trustee as aforesaid, do by these presents bargain, grant, sell, and convey to the said, the above described tract of land, together with all and singular the rights, members and appurtenances to the same in any manner belonging.

To have and to hold said property unto him the said, his heirs and assigns forever, in fee simple. And I, the said, by virtue of the authority vested in me in said deed of trust, do hereby bind and obligate the said, his heirs, executors and administrators to forever warrant and defend the right and title of said property to the said, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Witness my hand this the day of, A. D. 19..

.....
Trustee.

Signed and delivered in the presence of

.....
.....

Witnesses.

R. S. Art. 2369 (2310).

[Acknowledgment same as given under sheriff's deed, except using trustee instead of sheriff.]

No. 231.

SUBSTITUTING TRUSTEE.

The State of Texas, County of

Know all men by these presents, that, whereas, on the day of, A. D. 19..,, of County, Texas, executed and delivered his certain deed of trust to, of County, Texas, as trustee, for better securing the payment of a certain promissory note for the sum of dollars, executed and delivered by the said, payable to me,, or order, dated the day of, A. D. 19.., and to become due on the day of, A. D. 19..; and, whereas, the said refuses to execute the trust with which he is empowered in said deed (or, here state such causes that may exist), and said note is long since past due and unpaid; and, whereas, I am authorized by said deed of trust to appoint a substitute trustee, upon the death, failure, or refusal of the said to execute the trusts in said deed of trust contained:

Now therefore, in consideration of the premises, I, the said, hereby appoint and substitute, trustee in said deed of trust, in lieu and in place of the said, with all the powers and authority given by the said to the said

Witness my hand this the day of, A. D. 19..

Signed and delivered in the presence of

.....

Witnesses.

[Form of acknowledgment same as given in deeds.]

No. 232.

NOTICE OF TRUSTEE'S SALE.

The State of Texas, County of

Whereas, by virtue of authority vested in me, as trustee, named and appointed in a certain deed of trust, recorded in volume ... on page, records of real estate mortgages of County, Texas, executed and delivered to me on the day of, A. D. 19.., by, for better securing the payment of two certain promissory notes of (\$.....) dollars each, more fully described in said deed of trust, executed by the said, payable to the order of, at, Texas, due on the day of, A. D. 19.., each respectively bearing eight per cent interest per annum from date until paid, interest due and payable annually as

it accrues, providing failure to pay either of said notes, or any installment of interest thereon when due, shall at the option of the holder of said notes, or either of them, mature each thereof, and in such event the holder thereof may proceed to collect the same in the same manner as if the full time provided in said notes had expired, and also providing for the payment of ten per cent additional on the amount of principal and interest then due as attorney's fees, if placed in the hands of an attorney for collection (if purchase-money notes, add "given in part payment for the purchase money") for (here describe the property).

And, whereas, the said is the holder and owner of said notes, and the said has made default in the payment of said dollar note above described, due on the day of, A. D. 19 . . ., and the same is now past due and unpaid, principal, interest and attorney's fees, by reason thereof and as provided for in each of said notes and in said deed of trust, the said has declared each of said notes and all of said indebtedness immediately due and mature and has heretofore so notified the said, in writing; and, whereas, each of said notes are now past due and unpaid, now aggregating, principal, interest and attorney's fees, dollars; and, whereas, I have been requested by the said to enforce said trust, I will offer for sale, between the legal hours thereof, to wit, between the hours of 10 o'clock a. m. and 4 o'clock p. m., at public auction, to the highest bidder, on the first Tuesday in, A. D. 19 . . (the same being the day of said month), at the courthouse door in the town of, in County, Texas, the following described property, to wit: (here describe the land) with all the rights, members and appurtenances thereto belonging.

Witness my hand this day of, A. D. 19 . .

.

Trustee.

DIVORCE.

R. S. Arts. 2976-2988 (2860-2872).

R. S. 2979 (1895). Amended by 25th Leg., 1897, p. 49.

No. 233.

PETITION FOR DIVORCE.

The State of Texas, County of In District Court of
County, Texas, Term, A. D. 19 . .

To the Hon. Judge of said Court:

Now comes, who resides in County, Texas, hereinafter called plaintiff, complaining of, who resides in County, Texas, hereinafter called defendant; and for

cause of action, plaintiff represents to the court that he is an actual bona fide inhabitant of the State of Texas, and has resided in the said county of for at least six months next preceding the filing of this suit; that on or about the ... day of, A. D. 19.., in County, Texas, plaintiff was lawfully married to defendant, then a single woman by the name of; that they continued to live together as husband and wife until on or about the ... day of, A. D. 19.., when by reason of the cruel and harsh treatment and improper conduct of defendant toward plaintiff, he was forced and compelled to permanently abandon her, since which time they have not lived together as husband and wife.

Plaintiff alleges that during the time he and defendant lived together as aforesaid, he was kind and affectionate to her and always provided for her support and maintenance, but defendant, unmindful of the duties and obligations of her marital vows, about one year prior to the time of their said separation, began a course of unkind, harsh, cruel and tyrannical treatment toward plaintiff, which continued until plaintiff was forced and compelled to abandon defendant as aforesaid; that defendant often cursed and abused plaintiff and applied to him the vilest and most opprobrious epithets, without any cause or provocation whatever on the part of this plaintiff; that on or about the ... day of, A. D. 19.., defendant at their home in, Texas, cursed and abused plaintiff and called him and and other ugly names; that on or about the ... day of, A. D. 19.., in, Texas, defendant cursed and abused plaintiff and called him a and publicly accused plaintiff of living in adultery with a woman other than his wife, by the name of, which said accusations are false and untrue; that said marriage relations between plaintiff and defendant still exist.

Plaintiff alleges that defendant's action and conduct toward him generally are of such a nature as to render their further living together as husband and wife insupportable; the premises considered, wherefore plaintiff prays the court that defendant be cited to appear and answer herein and for judgment dissolving said marriage relations, for costs of suit and for such other and further relief, special and general, in law and in equity, that he may be justly entitled to, etc.

.....
Attorney for Plaintiff.

No. 234.

PETITION FOR DIVORCE BECAUSE OF NON-AGE.

The State of Texas, County of In District Court of
County, Texas, Term, A. D. 19..

To the Hon. Judge of said Court:

Now comes, an infant female under twenty-one years of age, who sues by her next friend,, who resides in County, Texas, hereinafter called plaintiff, complaining of, who resides in County, Texas, hereinafter styled defendant; and for cause of action, plaintiff represents to the court that she is now an actual bona fide inhabitant of the State of Texas, and has resided in the said county of for six months next preceding the filing of this suit.

That on or about the day of, A. D. 19.., plaintiff was married to defendant in the county of, in this State; that at the time of said marriage plaintiff was an infant under the age of legal consent, to wit, of the age of about thirteen years.

That for a short time after said marriage plaintiff cohabited with defendant, but plaintiff and defendant have not cohabited as husband and wife for any time or in any manner since the plaintiff attained the age of fourteen, to wit, the day of, A. D. 19..

That plaintiff is desirous of having said marriage between herself and defendant dissolved and declared null and void by a decree of this court.

Wherefore plaintiff prays the court that defendant be cited to appear and answer this petition, and that said marriage between plaintiff and defendant be dissolved and declared null and void, and that plaintiff be restored to her maiden name,, and for judgment for costs of suit, and for such other and further relief, special and general, in law and in equity as in the premises she may be justly entitled to, etc.

.....
Attorney for Plaintiff.

Males under sixteen and females under fourteen years of age shall not marry.

R. S. Art. 2955 (2839).

Natural or incurable impotency of body at the time of entering into the marriage contract, or any other impediment that renders such contract void, may be grounds for divorce.

R. S. Art. 2976 (2860).

In suits for divorce the court may, in its discretion, on the final disposition of the case, enter a decree changing the name of either party to said suit, if such name is specially prayed for in the pleadings of such party.

R. S. Art. 380 (339).

No. 235.

PETITION FOR DIVORCE, WITH PRAYER FOR INJUNCTION.

The State of Texas, County of In District Court of
County, Texas, Term, A. D. 19..

To the Hon. Judge of said Court:

Now comes, who resides in County, Texas, hereinafter called plaintiff, complaining of, who resides in the county of, in the State of Texas, hereinafter styled defendant; and for cause of action, plaintiff represents to the court that she is an actual bona fide inhabitant of the State of Texas, and has resided in the said county of for six months next preceding the filing of this suit.

That on or about the day of, A. D. 19.., plaintiff was legally married to defendant in, and continued to live with him as his wife until on or about the day of, A. D. 19.. That at the time of said marriage plaintiff and defendant were inhabitants of said State of, and afterward, on or about the day of, A. D. 19.., removed to this State, and have remained here ever since.

That plaintiff, during the time she lived and cohabited with defendant as aforesaid, had one child by him, to wit, a girl (or boy, as the case may be) by the name of, about years of age; that during all of said time she conducted herself with propriety, and managed the household affairs of her said husband with prudence and economy, and at all times treated her said husband with kindness and forbearance. But that defendant, disregarding the solemnity of his marriage vow, and his obligation to treat plaintiff with kindness and attention, within about a year prior to their said separation, commenced a course of unkind, harsh and tyrannical conduct toward her, which continued, with slight intermission, until she finally separated from him on or about the day of, A. D. 19.. That on divers occasions, while plaintiff lived with defendant as aforesaid, he was guilty of excesses, cruel treatment and outrages toward her, of such a nature as to render their living together insupportable; that on or about the day of, A. D. 19.., at their home in, Texas, defendant cursed and abused plaintiff and among other things called her a (here state the words used), and struck her in the face with his fists, under circumstances which showed an utter disregard of plaintiff's health, if not of her life. That on another occasion defendant (here specify the act of cruelty).

That defendant is a man of violent passions and of ungovernable temper, and that on many occasions, during the time plaintiff lived with him, defendant addressed to her the most opprobrious epithets and threats of personal violence, and repeatedly threatened to take her life; that in consequence of the cruel and inhuman treatment above men-

tioned, together with the threats aforesaid, and such brutal and outrageous conduct toward her as rendered it unsafe for her to live with him or to remain within the reach of his violence, she was, on or about the day of, A. D. 19.., obliged to leave, and did leave, the house of defendant and go to her friends, since which time she has not dared to return to his said house, or to live with him. That since plaintiff has so left the house of defendant he has refused and failed to provide for her support and maintenance; that she has no separate property or income adequate to her maintenance, and is now very destitute and in great want; that defendant is in possession of real and personal property and estate, the community property of plaintiff and defendant, amounting to the sum of dollars, and his annual income is about dollars.

Wherefore, plaintiff prays the court that defendant be cited to appear and answer this petition; that he be required to return into court an inventory and appraisal under oath of all the property belonging to the community estate of plaintiff and defendant, and that a writ of injunction issue, restraining him from disposing of any part of the same, or contracting any debt on account thereof, until the further order of this court; that during the pendency of this suit the defendant be required to pay into court monthly the sum of dollars, for the support and maintenance of plaintiff and her said child; that said child, during the pendency of this suit, be placed in the custody of plaintiff, and that defendant, by a writ of injunction, be restrained from interfering with them in any manner; that on final hearing plaintiff have judgment, dissolving the marriage contract between plaintiff and defendant, and for partition of the community property; that plaintiff have the care, custody and education of the said child of said marriage, and that a proper and suitable provision be made for her support and maintenance, and she now here alleges that the sum of dollars, payable monthly, is a proper and suitable provision therefor; and for costs of suit, and such other and further relief, special and general, in law and in equity, that she may be justly entitled to, etc.

.....
 Attorney for Plaintiff,

The State of Texas, County of I solemnly swear that I am the plaintiff in the above entitled and numbered cause, and that the matters stated in the above and foregoing petition are true.

Sworn to and subscribed before me, under my official hand and seal, this the day of, A. D. 19..

(Seal.)

Arts. 2980-2988 (2864-2872).

No. 236.

ORDER OF COURT GRANTING ALIMONY.

..... vs. No. In District Court of
County, Texas, Term, A. D. 19..

On this the day of, A. D. 19.., came on to be heard the application of defendant, for alimony during the pendency of this suit, both plaintiff and defendant after due notice appeared and answered herein; and it appearing to the court, after hearing the pleadings and evidence, that defendant has not a sufficient income for her maintenance during the pendency of this suit for divorce, and that plaintiff,, is in possession of community property of himself and defendant of the reasonable value of dollars, the annual income of which is about dollars:

It is therefore ordered and decreed by the court that defendant be and is hereby allowed the sum of dollars per month for her support during the pendency of this suit until further ordered by this court, and it is hereby ordered that plaintiff,, pay to the clerk of this court, for the benefit of the said defendant, the sum of dollars on the first day of, A. D. 19.., and the sum of dollars on the first day of each consecutive month thereafter, until a final decree is made in this cause or until further ordered by this court, and all costs in this behalf incurred, for all of which execution may issue.

R. S. Art. 2986 (2870).

No. 237.

DECREE OF DIVORCE.

..... vs. No. In District Court of
County, Texas, Term, A. D. 19..

On this the day of, A. D. 19.., this cause coming on to be heard, the plaintiff appeared in person and by attorney, and defendant, although having been legally cited to answer herein (or duly accepted service, as the case may be) as required by law, failed to appear and answer in this behalf, but wholly made default; whereupon, a jury being waived, plaintiff announced ready for trial, and the court, having heard the pleadings and evidence, is of the opinion that the material allegations in plaintiff's petition are true:

It is therefore ordered, adjudged and decreed by the court that the bonds of matrimony heretofore existing between said plaintiff and defendant be and the same are hereby annulled and dissolved, and that the said plaintiff be and is hereby divorced from the said defendant.

It is further ordered by the court that the said plaintiff do have and

recover of the said defendant all costs in this behalf expended, for which he may have his execution. It is further ordered that execution may issue in favor of the officers of court against each party, respectively, for all costs by him or her in this behalf incurred.

◆◆◆◆◆

DESIGNATION OF HOMESTEAD.

No. 238.

VOLUNTARY DESIGNATION OF HOMESTEAD.

The State of Texas, County of

Know all men by these presents, that, whereas,, who is the head of a family, of the county of, and State of Texas, owns and is possessed of more land than is by law exempt to a family from forced sale; and, whereas, he desires to designate and set apart the homestead to which the family is entitled under the Constitution and laws of this State (or, sheriff of, who has an execution against the said in favor of, has notified said to designate his homestead):

Therefore I, the said, have this day set apart and designated, and by these presents do set apart and designate, as the homestead to which said family is entitled under the Constitution and laws of this State, exempt from forced sale, all that certain tract or parcel of land situated in County, Texas, a part of the survey originally granted to, comprising two hundred acres of land, and having metes and bounds as follows, to wit: (here describe the land).

Witness my hand this the day of, A. D. 19..

.....

[Acknowledgment same as given in deeds.]

R. S. Art. 2404 (2344).

Said instrument shall be signed by the party and acknowledged or proved as other instruments for record and shall be filed with the clerk of the county court of the county in which the land or a part thereof is situated. It shall contain a description by metes and bounds, or other sufficient description to identify the land designated, stating the name of the original grantee and the number of acres, and, if more than one survey, the number of acres in each, and such instrument shall be recorded by the clerk in the record of deeds of said county.

R. S. Arts. 2404-2405 (2344-2345).

The sheriff or constable holding an execution against the owner of a larger tract of land than is exempt from forced sale, and not separated and partitioned therefrom, may on his own motion, and shall, if re-

quired by the plaintiff in execution, his agent or attorney, notify the defendant in execution to designate and set apart his homestead from the remainder of the lands so owned and occupied by him, and that on failure to do so within ten days the sheriff or constable will proceed to have such partition made as provided by law.

R. S. Art. 2407 (2347).

No. 239.

NOTICE BY SHERIFF TO OWNER TO DESIGNATE HOMESTEAD.

....., Texas,, 19..

To, Defendant:

Sir: You are hereby notified that, as sheriff of County, I have in my hands a certain writ of execution issued out of the court of County on the day of, A. D. 19.., against you in favor of; and you are hereby notified to designate and set apart your homestead from the remainder of the lands owned by you. Should you fail to do so within ten days from service hereof, I will proceed according to law to have such partition and designation made.

.....
 Sheriff of County.

R. S. Art. 2408 (2348).

No. 240.

DESIGNATION OF HOMESTEAD BY COMMISSIONERS.

The State of Texas, County of

Know all men by these presents, that, whereas, on the day of, A. D. 19.., the undersigned, and, were summoned by, Esq., sheriff of County, who held an execution issued out of the court of County on the day of, A. D. 19.., against in favor of, to designate the homestead of the said, we, the commissioners aforesaid, have designated and partitioned the homestead of the said from the remainder of his lands as follows: A certain tract or parcel of land situated in County, Texas, a part of the survey originally granted to, comprising two hundred acres of land, with metes and bounds as follows, to wit: (here give the metes and bounds of

said land). The said designation as made by us is fair and just to the best of our judgment and belief.

Witness our hands this the day of, A. D. 19..

.....
.....
.....

Sworn to and subscribed before me, this the day of, A. D. 19..

(Seal.)

.....

R. S. Art. 2418 (2358).

The three commissioners selected by the sheriff or constable shall be disinterested freeholders of the county, neighbors of the defendant in execution.



EXECUTION.

No. 241.

EXECUTION FOR MONEY.

The State of Texas. To the Sheriff or any Constable of County — Greeting:

Whereas, on the day of, A. D. 19.., before me, a justice of the peace of the county of, precinct No. 4, recovered a judgment against for the sum of dollars and all costs of suit

Therefore, you are hereby commanded, that of the goods and chattels, lands and tenements of said you cause to be made the said sum of dollars, with interest thereon from the day of, A. D. 19.. at the rate of per cent per annum, together with the sum of dollars, costs of suit, and the further costs of executing this writ.

Herein fail not, and have you the said moneys, together with this writ, at my office in precinct No., County, within sixty days from the date thereof.

Given under my hand this day of, 19..

.....

Justice of the Peace, Precinct No., County, Texas.

BILL OF COSTS.

JUSTICES' FEES.	Dolls.	Cts.	CONSTABLE'S FEES.	Dolls.	Cts.
Docketing suit.....			Serving... Citation.....		
Issuing... Citations.....			Serving... Garnishment.....		
Issuing... Subpœnas (names).....			Levying... Writ of attachment.....		
Issuing... venire.....			Serving... Writ of sequestration.....		
Taking... Bond.....			Serving notice interrogatories.....		
Writ of attachment.....			Serving subpoena.....		
Writ of garnishment.....			Executing distress warrant.....		
Writ of sequestration.....			Taking bond.....		
Writ of publication.....			Taking bond of indemnity.....		
Writ of distress warrant.....			Taking bond of replevin.....		
Entering... Continuance.....			Summoning jury.....		
Entering... Order.....			Executing writ of possession.....		
Entering... Nonsuit.....			Levying execution.....		
..... Copy interrogatories and notice.....			Advertising sale.....		
..... Copy interrogatories and commission.....			Taking delivery bond.....		
Certificate.....			Indorsing forfeiture of bond.....		
Taking... Oaths.....			Taking care of property.....		
Filing... papers.....			Making title to purchaser.....		
Taking depositions.....			Commission on sale.....		
Swearing... Witnesses.....			Returning execution.....		
Impanelling jury.....			Mileage.....		
Recording verdict.....			Returning order of sale.....		
Entering final judgment.....					
Entering new trial.....					

BILL OF COSTS—continued.

JUSTICE'S FEES.	Dolls.	Cts.	CONSTABLE'S FEES.	Dolls.	Cts.
Taking appeal bond.....			Returning alias citation.....		
Transcript of docket.....			Returning alias execution.....		
Issuing writ of restitution.....			Total amount of constable's cost.....	\$	
Issuing execution.....			Total amount J. P. cost.....	\$	
Recording return... Execution.....					
Acknowledgment for stay.....					
Taxing costs and copy.....					
Postage.....					
Jury fees.....					
Order of sale.....			Witness fees.....	\$	
Alias citation.....			Total costs.....	\$	
Alias execution.....					

R. S. Arts. 2338 (2281), 2327 (2270), 1658 (1628).

No. 242.

INDORSEMENT ON BACK OF EXECUTION.

Execution.—No. In Court, County, Texas. vs. Fi. Fa. Judgment, 19.. For fees, \$....; for sheriff's fees, \$....; for witness' fees, \$....; \$.... Issued day of A. D. 19.. .., Justice of the Peace.

If the judgment commands the sale of particular property for the satisfaction thereof, the writ shall be framed accordingly; if for the delivery of the possession of real or personal property, the writ shall

require the officer to deliver the possession of the same, particularly describing it, to the party entitled thereto, and may at the same time require the officer to satisfy any costs, damages or rents and profits recovered by the same judgment, out of any property subject to execution of the party against whom it is rendered; if for the reovery of personal property or its value, the writ shall command the officer, in case delivery thereof cannot be had, to levy and collect the value thereof for which the judgment was reovered, to be specified therein, out of any property of the party against whom the judgment was rendered, liable to the execution. When an alias or pluries execution is issued, it shall show upon its face the number of previous executions which have been issued on the judgment.

R. S. Art. 2338 (2281).

The execution shall be returnable to the first day of the next term of the court, or in thirty, sixty or ninety days, if so directed by the plaintiff, his agent or attorney.

R. S. Art. 2339 (2282).

The officer receiving an execution shall indorse thereon the exact hour and day when he received it, and if he receives more than one on the same day against the same person, he shall number them as received, and failing so to do, he and his sureties shall be liable in damages, etc.

R. S. Art. 2340 (2283).

How execution may issue on judgment after death, etc., see R. S. Arts. 2329-2333 (2272-2276).

To what county execution shall issue, when. R. S. Arts. 2335-2337 (2278-2280).

No. 243.

ALIAS EXECUTION—JUSTICE COURT.

The State of Texas. To the Sheriff or any Constable of County — Greeting:

Whereas,, plaintiff., on the day of, 19..., before me, a justice of the peace, preeinct No. for the county of, Texas, recovered a judgment against, defendant., for the sum of dollars, together with all costs of suit, which said defendant is now entitled to pay. And whereas, a fieri facias thereon issued to the sheriff or any constable of County, Texas, on the day of, 19..., and was returned as follows (here state the return of the officer):

Now therefore you are hereby commanded, as you have been two times heretofore commanded, that of the goods and chattels, lands and tenements of the said, defendant., you cause to be made the sum of dollars, with interest thereon from the . . . day of, 19 . . ., at the rate of per cent per annum until paid, together with the sum of dollars, cost of suit; also the costs of executing this writ.

Herein fail not, and have you the said moneys, together with this writ, with your return thereon showing how you have executed the same, at my office in precinct No., county of, within sixty days from the date hereof.

Given under my hand this day of, 19 . . .

Justice of the Peace, Precinct No., County.

R. S. Art. 2338 (2281).

BILL OF COSTS.

JUSTICE'S COSTS.	Dolls.	Cts.	CONSTABLE'S COSTS.	Dolls.	Cts.
Alias citation			Bill of sale to purchaser		
Attachment			Citation		
Alias execution			Care of property		
Acknowledging stay			Deed		
Bond			Executing writ of possession		
Continuance			Garnishment		
Certificate and oath			Levyng execution		
Certificate			Levyng attachment		
Commssion on deposition			Levyng writ of sequestration		
Citation . . . Copies			Making money by sale		
Docketing			Mileage . . . Miles		
Execution and return			Order of sale		
Impaneling jury			Return execution		
Filing . . . papers, each			Summoning jury		
Garnishment			Serving notice		
Judgment by default			Subpœna		
Judgment final			Taking bond		
Jury fees			Taking bond of indemnity		
Interlocutory judgment			Taking bond of replevy		
New trial			Without sale		
Nonsuit					
Order					
Swearing . . . Witnesses					
Sequestration					
Subpœna					
Transcript					
Taxing costs and bill					
Taking . . . Depositions					
Transcript of docket					
Taking appeal bond					
Venre					
Writ of restitution					
Witness fees					
			Total costs		

No. 244.

EXECUTION FOR PERSONAL PROPERTY OR ITS VALUE.

The State of Texas. To the Sheriff or any Constable of County — Greeting:

Whereas, on the ... day of, A. D. 19.., recovered a judgment in the Court of, against, for the title and possession of the following described personal property, or its value as hereinafter stated in case delivery cannot be had, to wit: (here describe said property, and the value of each article), and also for the sum of dollars, with interest thereon from the ... day of, A. D. 19.., at ... per cent per annum, and all costs of suit, as of record is manifest,

Therefore you are hereby commanded to seize the above described property and deliver possession of the same to the said, but in case said property, or any part thereof, cannot be found, so that a delivery thereof cannot be made, then of the goods and chattels, lands and tenements of the said cause to be made the value thereof, as above specified, and also said sum of dollars, and interest as aforesaid, together with the sum of dollars, costs adjudged against the said, and also the further costs of executing this writ.

Herein fail not, and have you the said moneys, together with this writ, before said court, at the courthouse thereof in the town of, on the ... Monday in next, being the ... day of, A. D. 19..

Witness, Clerk of the Court of County.

Given under my hand and the seal of said court, at office in the town of, this the ... day of, A. D. 19..

.....
Clerk of Court, County.

Issued this ... day of, A. D. 19..

.....
Clerk of Court, County.

R. S. Art. 2338 (2281).

No. 245.

EXECUTION FOR THE DELIVERY OF PROPERTY.

The State of Texas. To the Sheriff or any Constable of County — Greeting:

Whereas, on the ... day of, A. D. 19.., recovered a judgment in the Court of County against for the title and possession of the following described property, to wit: (here describe the property), and for the

sum of dollars, with interest thereon from the day of, A. D. 19.., at per cent per annum, and all costs of suit, as of record is manifest:

Therefore you are hereby commanded to seize the above described property, and deliver possession of the same to the said, and of the goods and chattels, lands and tenements of the said cause to be made said sum of dollars, and interest as aforesaid, together with the sum of dollars, costs adjudged against the said, and also the further costs of executing this writ.

Herein fail not, and have you the said moneys, together with this writ before said court, at the courthouse thereof in the town of, on the . . . Monday in next, being the . . . day of, A. D. 19..

Witness, Clerk of the Court of County.

Given under my hand and the seal of said court, at office in the town of, this the day of, A. D. 19..

.....
Clerk of Court, County.

Issued this day of, A. D. 19..

.....
Clerk of Court, County.

R. S. Art. 2338 (2281).

Where the judgment is for personal property, and it is shown by the pleadings and evidence, and the verdict, if any, that such property has an especial value to the plaintiff, the court may award a special writ for the seizure and delivery of such property to the plaintiff, and the court may, in addition to the other relief granted in such case, enforce its judgment by attachment, fine and imprisonment.

R. S. Art. 1339 (1339).

Process in the nature of an execution which requires only the delivery of real or personal property may be issued at the same time to different counties.

R. S. Art. 2337 (2280).

No. 246.

EXECUTION AND ORDER OF SALE.

The State of Texas. To the Sheriff or any Constable of County — Greeting:

Whereas, on the day of, A. D. 19.., recovered a judgment in the Court of County against, for the sum of dollars, with interest thereon from the day of, A. D. 19.., at per cent per annum, and all costs of suit, with a foreclosure of a lien on the following described property, to wit: (here describe said property), as it existed

on the . . . day of, A. D. 19. ., and that said property be sold as under execution in satisfaction of said judgment:

Therefore, you are hereby commanded that you seize the above described property and sell the same as under execution. And should the proceeds of said sale be insufficient to satisfy said judgment, interest and costs of suit, and the further costs of executing this writ, then of the goods and chattels, lands and tenements of the said, you will cause to be made said sum of money then remaining unpaid.

Herein fail not, and have you the said moneys, together with this writ, showing how you have executed the same, before said court, at the courthouse thereof in the town of, on the . . . Monday in next, the same being the . . . day of, A. D. 19. ., (or in thirty, sixty or ninety days, if so directed by the plaintiff).

Witness, Clerk of the Court of County.

Given under my hand and the seal of said court, at office in the town of, A. D. 19. .

.....
Clerk of Court, County.

Issued this . . . day of, A. D. 19. .

.....
Clerk of Court, County.

R. S. Art. 2338 (2281).

The several items of the bill of costs to be collected under the execution shall be indorsed thereon in intelligible words and figures.

Art. 2338 (2281).

If execution is not issued within twelve months after the rendition of a judgment in any court of record, the judgment shall become dormant, and no execution shall issue thereon unless such judgment be revived; but where the first execution has issued within the twelve months the judgment shall not become dormant unless ten years shall have elapsed between the issuance of executions thereon, and execution may issue at any time within ten years after the issuance of the preceding execution.

R. S. Art. 2326a.

Execution may issue after the expiration of twenty days after the rendition of a final judgment in the district or county court, and after the overruling of any motion therein for a new trial or in arrest in judgment, if no supersedeas bond on appeal or writ of error has been filed and approved.

R. S. Art. 2325 (2268).

Execution shall issue on the eleventh day after a final judgment in the justice court, if the case has not been appealed, and no stay of execution has been granted.

R. S. Art. 1661 (1631).

No. 247.

DELIVERY BOND IN EXECUTION.

..... vs. No. ... In Court of
County.

Whereas, by virtue of a writ of execution issued out of the justice court of precinct No. . ., in and for the county of, on the . . . day of, A. D. 19.., upon a certain judgment rendered in said court, on the . . . day of, A. D. 19.., in favor of, plaintiff, against, defendant,, the sheriff of said county of, did, on the . . . day of, A. D. 19.., seize and take possession of the following described property of said defendant, to wit: (here describe the property), which by said sheriff has been appraised at dollars, which is the fair value thereof, and has, at the request of said defendant, been returned to him by said sheriff: Now therefore we,, as principal, and, and, as sureties, acknowledged ourselves bound to said, plaintiff, for the delivery of said property to said, sheriff, as aforesaid, at, on the . . . day of, A. D. 19.., to be sold according to law, or for the payment to said officer of said sum of dollars, the fair value of said property as aforesaid.

Witness our hands this the . . . day of, A. D. 19..

.....
.....
.....

Approved . . . day of, A. D. 19..

.....
Sheriff of County.

R. S. Art. 2357 (2390).

In case of nondelivery of the property according to the terms of the bond, and nonpayment of the value thereof, the officer shall forthwith return the bond, indorsed "forfeited," to the clerk of the court from which execution issued; whereupon, if the judgment remains unsatisfied in whole or in part, the clerk shall issue execution against the principal debtor and the sureties on the bond for the amount due, not exceeding the stipulated value of the property, upon which execution no delivery bond shall be taken, which fact shall be indorsed by the clerk on the execution.

R. S. Art. 2359 (2302).

No. 248.

EXECUTION ON FORFEITED DELIVERY BOND.

The State of Texas. To the Sheriff or any Constable of
County — Greeting:

Whereas, on the day of, A. D. 19..,, plain-
tiff, recovered a judgment in the Court of County.
against, defendant, for the sum of dollars, with in-
terest thereon from the day of, A. D. 19.., at per cent
per annum, and all costs of suit, as of record is manifest, upon which
there is now due the sum of dollars, and the further sum of
..... dollars, costs of suit; and whereas, on the day of,
A. D. 19.., an execution was issued on said judgment, directed to the
sheriff or any constable of County, which was returned with the
following indorsement thereon, to wit: "Came to hand on the day
of, A. D. 19.., at o'clock .. m., and executed on the same
day by taking into my possession the following described personal prop-
erty of the defendant, designated by him to be levied upon, to wit:
..... (here describe the property), and the defendant having re-
quested the return of the property to him, and having tendered to me
his bond, with and, sureties, conditioned for
the delivery of said property to me at, on the day of,
A. D. 19.., to be sold according to law, or for the payment to me of the
fair value of said property, to wit, the sum of dollars, I returned
said property to said defendant on the day of, A. D. 19..
....., sheriff of County;" and whereas, afterward,
on the day of, A. D. 19.., the said sheriff returned said
bond to the clerk of said court, indorsed "forfeited":

Now therefore you are hereby commanded that of the goods and
chattels, lands and tenements of the said, principal debtor,
and and, sureties, you cause to be made the
said sum of dollars (the amount of the judgment, with costs,
not exceeding the stipulated value of the property), and also the further
costs of executing this writ.

Herein fail not, and have you the said moneys, together with this
writ, before said court at the courthouse of said county, in the town of
....., on the Monday in next, being the day of
....., A. D. 19..

Witness Clerk of the Court of County.

Given under my hand and seal of said court, at office in the town of
..... this the day of, A. D. 19..

.....
Clerk of Court, County.

Issued this day of, A. D. 19..

.....
 Clerk of Court, County.

R. S. Art. 2359.(2302).

The clerk or justice of the peace shall indorse on the execution that no delivery bond is to be taken.

No. 249.

VENDITIONI EXPONAS.

The State of Texas. To the Sheriff or any Constable of
 County — Greeting:

Whereas, on the day of, A. D. 19.., recovered a judgment in the Court of County, against, for the sum of dollars, with interest thereon from the . . . day of, A. D. 19.., at . . . per cent per annum, besides the costs in that behalf expended, as of record is manifest. And whereas,, sheriff of County, has, by virtue of an execution issued upon the aforesaid judgment, levied upon certain property of the said, of the following description, to wit: (here describe the property levied upon): Therefore, you are hereby commanded that you proceed according to law, and sell the above described property as under execution, and apply the proceeds thereof to the payment and satisfaction of the aforesaid sum of dollars, with the interest due thereon, from the day of, A. D. 19.., at the rate of per cent per annum; also, the sum of dollars for costs of suit, which against the said were adjudged, together with the further costs of executing this writ.

Herein fail not, and have the said moneys, together with this writ, before said court, at the courthouse thereof, in the town of on the Monday in next, being the day of, A. D. 19..

Witness, Clerk of the Court of
 County.

Given under my hand and the seal of said court, at the office in the town of, this the day of, A. D. 19..

(Seal.)

.....
 Clerk of Court, County.

Issued this day of A. D. 19..

.....
 Clerk of Court, County.

No. 250.

CERTIFICATE OF COUNTY CLERK ON EXECUTION ISSUED BY JUSTICE OF THE PEACE.

The State of Texas, County of

I,, county clerk of County, Texas, do hereby certify that (here give the name of the justice of the peace issuing the execution), by whom the foregoing execution was issued, and who has thereunto signed his name, was at the time of so doing a justice of the peace in and for the county and State above named, duly qualified as such; that his official acts are entitled to full faith and credit, and that his signature thereto is genuine.

Given under my hand and seal of office, at, Texas, this the day of, A. D. 19..

(Seal.)

.....
County Clerk County, Texas.

R. S. Art. 1663 (1633).

Where an execution from a justice court is sent to a county other than that in which the judgment was rendered, it shall be accompanied by said certificate of the county clerk.

No. 251.

CLERK'S CERTIFICATE OF OFFICIAL CHARACTER.

The State of Texas, County of

I,, clerk of the County Court of said county (which is a court of record), do hereby certify that, whose name is subscribed to the annexed, was at the date of the same, and is now a (here give the official character) in and for said county, duly commissioned and qualified, and authorized by law to administer oaths and take acknowledgments of instruments, and full faith and credit are due to all his official acts as such.

And I do further certify, that the signature attached to the annexed is his proper signature, and is genuine.

In witness whereof, I have hereunto set my hand and affixed the seal of the said County Court, at my office in, this day of, A. D. 19..

.....
Clerk County Court, County, Texas.
By Deputy.

No. 252.

NOTICE OF LEVY OF EXECUTION TO PART OWNER.

The State of Texas, County of To

You are hereby notified, that by virtue of an execution lately issued by, a justice of the peace in and for said county, in favor of, against, No. on the docket of said court, I have this day levied on as the property of, defendant, a half interest in (here describe the property), valued by me at the sum of dollars, same being now in your possession, as part owner thereof.

Witness my hand this the day of, A. D. 19..

.....
Constable of County, Texas.

R. S. Art. 2349 (2292).

No. 253.

RETURN UPON AN EXECUTION OF SALE OF STOCK RUNNING IN THE RANGE.

Came to hand on this the day of, A. D. 19.., at o'clock .. m., and executed at, in County, Texas, on the day of, A. D. 19 .., at o'clock .. m., by levying the same upon, as the property of, defendant, head of stock cattle, running at large on the range in County, Texas, and bearing the mark of (here give the mark) and branded as follows (here give the brand), valued by me at the sum of dollars. Said levy was made in the presence of and, credible persons, and the said, defendant, has been by me duly notified in writing of said levy. And afterward, on the day of, A. D. 19.., I advertised the same for sale at, on the day of, A. D. 19.., by written advertisement posted for ten days successively at three public places in the county of, one of which was at the courthouse door of said county, and one at, the place of sale. And on said day of, A. D. 19.., at, pursuant to said advertisement, I sold said above described cattle to, to whom the same was struck off for the sum of dollars, that being the highest sum bid for the same. And the said having paid the sum so bid by him, the said cattle were sold and delivered to him. The distance actually traveled in the execution of such process is miles.

.....
Sheriff of County, Texas.

R. S. Art. 2350 (2293).

No. 254.**NOTICE OF LEVY OF EXECUTION OF STOCK RUNNING IN THE RANGE.**

The State of Texas, County of To

You are hereby notified that by virtue of an execution lately issued out of the Court of County, Texas, in favor of, against you, No. on the docket of said court, I have this day levied on, as your property, head of stock cattle running at large on the range in said county, bearing the mark of (here give the mark), and the brand of (here give the brand).

Witness my hand this the day of, A. D. 19..

.....
Sheriff of County, Texas.

R. S. Art. 2350 (2293).

No. 255.**RETURN UPON AN EXECUTION OF SALE UPON THE INTEREST OF PARTNER.**

Came to hand on the day of, A. D. 19.., at .. o'clock .. m., and executed on the ... day of, A. D. 19 .., at .. o'clock .. m., by levying the same upon the interest of, defendant, in the property belonging to the firm of, of County, Texas, by leaving a notice thereof, at, in County, Texas, with, a member of said firm. And afterward, on the day of, A. D. 19.., advertised the same for sale at, on the day of, A. D. 19.., by written advertisement posted for ten days successively at three public places in the county of, one of which was at the courthouse door in said county, and one at, the place of sale. And on said day of, A. D. 19.., pursuant to said advertisement, I sold said interest of the said, defendant, in the said property belonging to the firm of, of County, Texas, to, at, to whom the same was struck off for the sum of dollars, that being the highest sum bid for the same. And the said having paid the sum so bid by him, the same was sold and delivered to him. The distance actually traveled in the execution of such process is miles.

.....
Sheriff of County, Texas.

R. S. Art. 2352 (2295).

A levy upon the interest of a partner in partnership property is made by leaving a notice with one or more of the partners, or with a clerk of

the partnership. Sale of real estate under execution must be published in a newspaper.

28th Leg., Reg. Ses., p. 104.

A levy on the stock of any corporation or joint-stock company is made by leaving a notice thereof with any officer of such company.

R. S. Art. 2351 (2294).

No. 256.

NOTICE OF CONSTABLE'S SALE OF PERSONAL PROPERTY.

The State of Texas, County of

By virtue of an execution issued out of the honorable Court of County, on the day of, A. D. 19.., by the justice of peace, in the case of versus No., and to me, as constable, directed and delivered, I will proceed to sell, within the hours prescribed by law for constable sales on, the ... day of, A. D. 19.., at, in County, the following described property, to wit: (here describe the property) levied on as the property of to satisfy a judgment amounting to \$ in favor of and costs of suit.

Given under my hand this day of, A. D. 19..

.....
Constable, Precinct No., County.

By, Deputy.

Notice shall be given for ten days successively of the time and place of the sale of any personal property, by posting up written or printed notices thereof in three public places in the county, one of which shall be at the courthouse door of the county and one at the place where the sale is to be made.

R. S. Art. 2371 (2312).

No. 257.

RETURN UPON AN EXECUTION OF SALE OF PERSONAL PROPERTY.

Came to hand the day of, A. D. 19.., at o'clock .. m., and executed on the ... day of, A. D. 19.., at o'clock .. m., at, in County, Texas, by taking into my possession the following described property of the defendant, pointed out by said defendant, viz: (here describe the property). And afterward, on the day of, A. D. 19.., advertised the same for sale at, on the day of, A. D. 19.., by written advertisement posted for ten days successively at three public places in the county of, one of which was at the courthouse door of said

county, and one at, the place of sale. And on said day of, A. D. 19.., at, pursuant to said advertisement, the said property being then and there present and subject to the view of the persons attending the sale, I sold the said property to, to whom the same was struck off for the sum of dollars, that being the highest sum bid for the same. And the said having paid the sum so bid by him, the said property was delivered into his possession. The distance actually traveled in the execution of such process is miles.

.....
 Sheriff (or Constable) of County.

R. S. 2349-2372 (2292-2313).

No. 258.

RETURN UPON AN EXECUTION OF SALE OF PERSONAL PROPERTY IN POSSESSION OF PART OWNER.

Come to hand on this the ... day of, A. D. 19.., at ... o'clock .. m., and executed on the ... day of, A. D. 19.., at ... o'clock .. m., at, in County, Texas, by levying the same upon as the property of, defendant, a half interest in (here describe the property), valued by me at the sum of dollars, same being in the rightful possession of, part owner thereof, of which the said has been duly notified. And afterward, on the day of, A. D. 19.., advertised the same for sale at, on the day of, A. D. 19.., by written advertisement posted for ten days successively at three public places in the county of, one of which was at the courthouse door of said county, and one at, the place of sale. And on said day of, A. D. 19.., at, pursuant to said advertisement, I sold said half interest in said property to, to whom the same was struck off for the sum of dollars, that being the highest sum bid for the same. And the said having paid the sum so bid by him, the said half interest in said property was conveyed and delivered to him. The distance actually traveled in the execution of such process is miles.

.....
 Constable of County.

R. S. Art. 2349 (2292).

A levy upon personal property is made by taking possession thereof, when the defendant in execution is entitled to the possession; where the defendant in execution has an interest in personal property, but is not entitled to the possession thereof, a levy is made thereon by giving notice thereof to the person who is entitled to the possession, or one of them when there are several.

No. 259.

RETURN UPON AN EXECUTION OF SALE OF REAL ESTATE BY PUBLICATION.

Came to hand the day of, A. D. 19. . ., at . . . o'clock . . m., and afterward, to wit, on the day of, A. D. 19. . ., at o'clock . . m., being unable to find any personal property or uncultivated lands in my county belonging to the defendant,, and the defendant neglecting to point out other property, at, in County, Texas, I levied the within writ on the following described cultivated land belonging to the said defendant, to wit (here describe said land). And afterward, on the day of A. D. 19. . ., I advertised said land for sale at the courthouse door of the county of; in the State of Texas, on the day of, A. D. 19. . ., being the first Tuesday of said month, by having a notice of said sale published in the English language once a week for three consecutive weeks preceeding such sale in the, a newspaper published in the county of before said sale, to wit, on the, and days of, A. D. 19. . ., the first of such publications being not less than twenty days immediately preceding the day of sale, and also delivered to the defendant a copy of said notice in writing of such sale (or if defendant is a nonresident of the county, that a copy of said notice was mailed to him, directed to him at his postoffice), and mailed a copy of the same to, his attorney of record, and I herewith return a printed copy of said notice. And on said day of, A. D. 19. . ., between the hours of 10 o'clock a. m. and 4 o'clock p. m., at the courthouse door of said county, I sold said property at public sale to, to whom the same was struck off for the sum of dollars, that being the highest secure bid for the same; and the said having paid the sum so bid by him, I executed to him a deed for said land. The distance actually traveled in the execution of such process is miles.

.....
 Sheriff of County, Texas.

Art. 2367 (1895) repealed and Art. 2366 (2309) amended by 28th Leg., Reg. Ses., p. 104 (1903).

No. 260.

NOTICE OF SALE OF REAL ESTATE UNDER EXECUTION.

EXECUTION SALE.

State of Texas, County of In the Court of
 County, Texas., Plaintiff, vs., Defendant.

Whereas, by virtue of an execution issued out of the Court of County, Texas, on a judgment rendered in said court on the
 Form Book — 13.

.... day of, A. D. 19.., in favor of the said and against the said, No. on the docket of said court, I did, on the ... day of, A. D. 19.., at ... o'clock .m., levy upon the following described tracts and parcels of land situate in the county of, State of Texas, and belonging to the said, to wit: (here give a brief description of the property to be sold, giving the number of acres, original survey, locality in the county, and the name by which the land is most generally known, but it shall not be necessary for it to contain field notes; if under an order of sale on the foreclosure of a mortgage or other lien, describe the property as it is described in the judgment and order of sale); and on the day of, A. D. 19.., being the first Tuesday of said month, between the hours of 10 o'clock a. m. and 4 o'clock p. m. on said day, at the courthouse door of said county, I will offer for sale and sell at public auction, for cash, all the right, title and interest of the said in and to said property.

Dated at, this the day of, A. D. 19..

.....
 Sheriff of County, Texas.

R. S. Art. 2367 repealed and Art. 2366, of 1895, amended by the 28th Leg., Reg. Ses., 1903, page 104: Said notice shall be published in the English language once a week for three consecutive weeks preceding such sale in some newspaper, published in said county. The first of said publications shall appear not less than twenty days immediately preceding the day of sale. If there be no newspaper published in the county or none the publisher of which will publish the notice of sale for the compensation fixed by law, not exceeding the sum of five dollars, the officer shall then post such notice in writing in three public places in the county, one of which shall be at the courthouse door of such county, for at least twenty days successively next before the day of sale. Written notice of such sale must be given to the defendant or his attorney either in person or by mail. But this article does not affect the method of advertising land under powers conferred by any deed of trust or other contract lien.

No. 261.

RETURN UPON AN EXECUTION OF SALE OF REAL ESTATE BY POSTING.

Came to hand the ... day of, A. D. 19.., at o'clock .m., and afterward, to wit, on the day of, A. D. 19.., at o'clock .m., being unable to find any personal property or uncultivated lands in my county belonging to the defendant, and the defendant neglecting to point out other property, I levied the within writ on the following described cultivated land belonging to the defendant (here describe said land). And afterward, on the day of,

A. D. 19.., advertised the same for sale at the courthouse door of the county of, on the ... day of, A. D. 19.., being the first Tuesday of said month, by written advertisement posted for twenty days successively next before the said day of sale, at three public places in the county of, one of which was at the door of the courthouse of said county; and also delivered to the defendant a copy of said notice (or if he is a nonresident of the county, "that a copy of the notice was mailed to him, directed to him at his postoffice"), and mailed a copy of the same to, his attorney of record.

And on said ... day of, A. D. 19.., between the hours of 10 o'clock a. m. and 4 o'clock p. m., at the courthouse door of said county, I sold said property at public sale to, to whom the same was struck off for the sum of dollars, that being the highest secure bid for the same; and the said having paid the sum so bid by him, I executed to him a deed for said land. The distance actually traveled in the execution of such process is miles.

.....
 Sheriff of County, Texas.

R. S. Art. 2366 (2309) amended by 26th Leg., Reg. Ses., p. 104 (1903).

Real property taken by virtue of any execution shall be sold at public auction, at the courthouse door of the county, on the first Tuesday of the month, between the hours of 10 o'clock a. m. and 4 o'clock p. m.

R. S. Art. 2360 (2303).

Several lots, tracts or parcels of land situated in any town or city, shall each be sold separately, unless the same be not susceptible of a separate sale by reason of the character of the improvements thereon.

R. S. Art. 2362 (2305).

If the property levied on does not sell for enough to satisfy the execution the officer shall proceed anew, as in the first instance.

R. S. Art. 2374 (2315).

Notice shall be published, if there be a newspaper in the county that will publish it for the compensation allowed.

R. S. Arts. 2366-2367 (2309).

If no property be designated, or if an insufficient amount of property be designated, levy shall be made in the following order: 1. On personal or movable property. 2. On uncultivated lands; and 3. Upon cultivated lands.

R. S. Art. 2345 (2288).

No. 262.

AFFIDAVIT FOR STAY OF EXECUTION.

..... vs. No. In Justice's Court of Precinct No., County, State of Texas.

Now comes the defendant in the above styled and numbered cause, wherein judgment was rendered against the said on the day of, A. D. 19.., for the sum of dollars, to bear interest at the rate of ... per cent from date, and on oath says that he has not the money with which to pay said judgment, and that the enforcement of the same by execution prior to three months would be a hardship upon him and would cause a sacrifice of his property which would not likely be caused should said execution be stayed.

Wherefore prays for a stay of execution as provided by law, for three months from the date of said judgment.

Sworn to and subscribed before me, this the day of, A. D. 19..

Justice of the Peace, Precinct No., County, Texas. R. S. Art. 1666 (1636).

No. 263.

STAY BOND IN EXECUTION.

..... vs. No. In Justice's Court of Precinct No., County, Texas.

Know all men by these presents, that whereas, on the day of, A. D. 19.., in the above styled and numbered cause, judgment was rendered in favor of against for the sum of dollars, to bear interest from date at the rate of ... per cent per annum. And whereas filed his affidavit in writing as provided by law, and has applied for a stay of execution for three months from the date of such judgment:

Now therefore we, the undersigned, as principal, and and, as sureties, acknowledge ourselves jointly and severally bound to, for the full amount of said judgment, with interest and costs.

Witness our hands this day of, A. D. 19..

Approved this day of, A. D. 19..

Justice of the Peace, Precinct No., County. R. S. Art. 1666 (1636).

No. 264.

ORDER GRANTING STAY OF EXECUTION.

..... vs. No. In Justice's Court of Precinct No., County, Texas.

Whereas, on the ... day of, A. D. 19.., at a regular term of my court held in and for precinct No., of said county, recovered judgment against in the above entitled and numbered cause, for the sum of dollars and costs of suit; and whereas, the said has this day filed with me his affidavit in writing that he has not the money with which to pay said judgment, and that the enforcement of the same by execution prior to three months from the date of such judgment; and whereas, the said and and, as sureties, have this day appeared before me and acknowledged themselves jointly and severally bound to pay three months from the date of said judgment, the full amount of said judgment, with interest and costs, it is therefore considered by the court that a stay of execution of said judgment is hereby granted the said, for three months from the date of said judgment.

Witness my hand officially this ... day of, A. D. 19..

Justice of the Peace, Precinct No., County.

EXECUTORS.

No. 265.

APPLICATION FOR PROBATE OF WILL PRODUCED IN COURT AND FOR LETTERS TESTAMENTARY.

The State of Texas, County of Estate of, Deceased. In County Court of County, Texas, Term, A. D. 19...

To the Honorable County Court in and for said County:

Now comes your petitioner,, and respectfully shows to the court that he resides in County, Texas; that .. is dead; that he died on or about the ... day of, A. D. 19.., at, in the county of, State of Texas; that said deceased at the time of his death was a resident of the county of, in the State of Texas. [Or here state such other grounds showing jurisdiction of the court as given in R. S. Art. 1843 (1792).]

That at the time of his death the said was seized and possessed of real and personal property of the probable value of dollars, and left a written will, duly executed and herewith filed, in which your petitioner was appointed executor.

That your petitioner is not disqualified by law from accepting letters testamentary.

Wherefore your petitioner prays the court that citation be issued to all parties interested in said estate as required by law, that said will be admitted to probate, that letters testamentary be issued to your petitioner, and that such other and further orders be made as to the court may seem proper.

R. S. Art. 1884 (1831).

Where the executor named in the will shall neglect to accept and qualify within twenty days after the probate of the will, or shall neglect for a period of thirty days after the death of the testator to present the will for probate, then administration with the will annexed to the estate of such testator shall be granted, should administration appear to be necessary.

R. S. Art. 1912 (1859).

Application must be filed within four years after the death of the testator or intestate, except citizens of this State who have suffered losses by Indian depredations, or by the occupation or taking of their property by troops enlisted in or belonging to the United States army.

R. S. Art. 1880 (1895) amended by 26th Leg., Reg. Ses., p. 244 (1903).

No. 266.

APPLICATION FOR PROBATE OF WILL WHICH CANNOT BE PRODUCED IN COURT.

The State of Texas, County of Estate of, Deceased. In County Court of County, Texas, Term, A. D. 19..

To the Honorable County Court in and for said County:

Now comes your petitioner,, and respectfully shows to the court that he resides in County, Texas; that is dead; that he died on or about the day of, A. D. 19.., at, in the county of, State of Texas; that said deceased at the time of his death was a resident of the county of, in the State of Texas. [Or here state such other grounds showing jurisdiction of the court as given in R. S. Art. 1843 (1792).]

That at the time of his death the said was seized and possessed of real and personal property of the probable value of dollars, and left a written will, duly executed and herewith filed, in which your petitioner was appointed executor.

That your petitioner is not disqualified by law from accepting letters testamentary.

That said will was soon after the death of the said accidentally destroyed, and cannot now be produced in court.

That the contents of said will, as far as known, are as follows: (here give the provisions of the will).

That said will was dated on the day of, A. D. 19 . . ., and was executed in the presence of and, credible witnesses above the age of fourteen years, who subscribed their names thereto as witnesses in the presence of said testator.

That the said, deceased, left surviving him his wife, and two children, and, who are under twenty-one years of age, his sole heirs at law, all of whom reside in the County, Texas.

Wherefore your petitioner prays the court that citation be issued to all persons interested in said estate as required by law and to the heirs of said, deceased, herein named, that said will be admitted to probate, that letters testamentary be issued to your petitioner, and that such other and further orders be made as to the court may seem proper.

.....

Sworn to and subscribed before me, this the day of, A. D. 19 . . .

.....

R. S. Art. 1886 (1833).

No. 267.

APPLICATION FOR THE PROBATE OF A NUNCUPATIVE WILL.

The State of Texas, County of Estate of, Deceased. In County Court of County, Texas.
 Term, A. D. 19 . . .

To the Honorable County Court in and for said County:

Now comes your petitioner,, and respectfully shows to the court that he resides in County, Texas; that is dead; that he died on or about the day of, A. D. 19 . . ., at, in the county of, State of Texas; that said deceased at the time of his death was a resident of the county of, in the State of Texas. [Or here state such other grounds showing jurisdiction of the court as given in R. S. Art. 1843 (1792).]

That at the time of his death, the said was seized and possessed of personal property of the probable value of dollars.

That on the day of, A. D. 19 . . ., the said, at his usual habitation in said county of, then being years of age and of sound mind, but languishing under a dangerous illness, made his last will and testament, in the manner and form of a nuncupative will, and, by uttering certain testamentary words in the presence of witnesses then in attendance, did bequeath his estate as follows: (Here give the testamentary words.)

That at and before the time of uttering the said testamentary words, the said testator called upon, then present, to notice and bear testimony that what he was about to say was his will, and said testator did then and there, in the presence of, and, who reside in the county of, and others then present, utter the very testamentary words above cited.

That on the day following, to wit, the . . . day of, A. D. 19. . ., the said, and, reduced the said testamentary words to writing. That the said testator afterward, on said . . . day of, A. D. 19. . ., and during said illness, died without revoking or altering said nuncupative will.

That your petitioner was appointed executor in said will and is not disqualified by law from accepting letters testamentary.

That said, deceased, left surviving him his wife, and one son,, his sole heirs at law, who reside in County, Texas. Wherefore your petitioner prays the court that citation be issued to all persons interested in said estate, and to the said and, and that said will be admitted to probate, and such other and further orders be made as to the court may seem proper.

.

Sworn to and subscribed before me, this . . . day of, A. D. 19. . .

.

R. S. Art. 1887 (1834):

No. 268.

SUBPCENA FOR THE PRODUCTION OF A WILL.

To the Sheriff or any Constable of County—Greeting:

You are hereby commanded that you summon, if to be found in your county, to be and appear before the County Court of, to be holden at the courthouse thereof in the town of, on the . . . day of, A. D. 19. . ., and that he bring with him the last will of, deceased, if the same be in his possession.

Given under my hand this . . . day of, A. D. 19. . .

Witness:

Clerk of said Court.

R. S. Art. 1857 (1805).

No. 269.

CONTEST OF WILL.

The State of Texas, County of Estate of, Deceased. In County Court of County, Texas, Term, A. D. 19...

To the Honorable County Court of said County:

Now comes, of County, Texas, and files this his objections and opposition to the will of, deceased, now pending before this court for probate, at this term of the court, as follows, to wit:

First. That the said, deceased, at the time of making said pretended will, was not of sound disposing mind and memory.

Second. Because the said will was made under an undue influence, the said testator having been induced to disinherit this contestant by means of divers false reports and representations to him made, by, the principal legatee in said will named.

Third. Because the mind and memory of the said, deceased, at the time of making said pretended will, was exceedingly imbecile and weak, and divers fraudulent practices were used to induce him to make the unreasonable and unjust disposition of his estate, as contained in said pretended will. That this contestant is an heir at law of the said, deceased, and interested in said estate, all of which he is ready to verify.

Wherefore he prays judgment of the court, etc.

R. S. Art. 1870 (1818).

No. 270.

PROOF OF WRITTEN WILL ATTESTED BY WITNESSES AND PRODUCED IN COURT.

The State of Texas, County of Estate of, Deceased. In the County Court of County, Texas, Term, A. D. 19..

On this the ... day of, A. D. 19.., personally appeared in open court, who, being duly sworn, deposes and says, that on the ... day of, A. D. 19.., he was present and saw sign the instrument filed in this court on the ... day of, A. D. 19.., and now shown to him, bearing date on the ... day of, A. D. 19.., and purporting to be the last will of him, the said, and heard him publish and declare the same to be his last will and testament; that at the time of signing and publishing the same, the said was over twenty-one years of age, and

of sound mind; that this affiant and, whose signature appears on said instrument, on said day of, A. D. 19. ., then being credible witnesses above the age of fourteen years, subscribed their names as witnesses to the same, in the presenee and at the request of said testator, and in the presence of each other.

That afterward, on the day of, A. D. 19. ., saiddied in said county of, in which he had his domicile at and before his death, and without having revoked said will, so far as known to affiant.

.....

Sworn to and subscribed in open court before me, this day of, A. D. 19. .

.....

R. S. Art. 1900 (1847).

Facts which must be proved.

R. S. Art. 1904 (1851).

All testimony shall be committed to writing, etc.

R. S. Art. 1906 (1853).

If none of the witnesses are living the will may be probated on proof by two witnesses of the handwriting of the subscribing witnesses thereto, and also of the testator, if he was able to write.



No. 271.

PROOF OF A WRITTEN WILL NOT PRODUCED IN COURT.

The State of Texas, County of Estate of, Deceased. In the County Court of County, Texas, Term, A. D. 19. .

On this the day of, A. D. 19. ., personally appeared in open court, who, being duly sworn, deposes and says, that on the day of, A. D. 19. ., he was present and saw sign an instrument bearing date on the day of, A. D. 19. ., and purporting to be the last will of him, the said, and heard him publish and declare the same to be his last will and testament; that at the time of signing and publishing the same, the said was over twenty-one years of age and of sound mind; that this affiant and, whose signature appears on said instrument, on said day of, A. D. 19. ., then being credible witnesses above the age of fourteen years, subscribed their names as witnesses to the same, in the presence and at the request of said testator, and in the presence of each other.

That afterward, on the day of, A. D. 19.., said died in said county of, in which he had his domicile at and before his death, and without having revoked said will so far as known to affiant.

That afterward, on the day of, A. D. 19.., affiant saw said will in the possession of, and read the same; that afterward, on the same day, said will, while in possession of said, was accidentally destroyed by fire.

That the contents of said will are substantially as follows: (here state at length the provisions of the will.)

.....

Sworn to and subscribed before me, in open court, this day of, A. D. 19...

.....

County Clerk of County, Texas.

R. S. Art. 1901 (1848).

If all the material facts are not within the knowledge of one witness, the affidavit of such facts as are within the knowledge of each witness may be made by the several witnesses separately.

A written will which cannot be produced in court, the cause of its nonproduction must be proved, and such cause must be sufficient to satisfy the court that it cannot by any reasonable diligence be produced, and the contents of such will must be substantially proved by the testimony of a credible witness who has read the same or has heard it read.

R. S. Art. 1905 (1852).



No. 272.

PROOF OF A WRITTEN WILL NOT ATTESTED BY WITNESSES, AND PRODUCED IN OPEN COURT.

"The State of Texas, County of Estate of, Deceased. In the County Court of County, Texas; Term, A. D. 19...

On this the day of, A. D. 19.., personally appeared in open court and, who, being duly sworn, depose and say, that they personally knew, deceased, and were well acquainted with his handwriting and signature.

That the instrument filed in this court on the day of, A. D. 19.., and now shown to affiants, bearing date on the day of, A. D. 19.., and purporting to be the last will and testament of said, and the signature thereto, are wholly in the handwriting of the said

That at the date of said instrument, said was over twenty-one years of age and of sound mind.

That afterward, on the day of, A. D. 19.., said died in said county of, in which he had his domicile at and before his death, and without having revoked said will, so far as known to affiants.

.....
.....

Sworn to and subscribed before me, in open court, this day of, A. D. 19...

.....
County Clerk County, Texas.

R. S. Art. 1900 (1847).

If the will was wholly written by the testator it may be probated on proof by two witnesses of his handwriting, by affidavit taken in open court and subscribed to by the witnesses, or by deposition.



No. 273.

PROOF OF A NUNCUPATIVE WILL.

The State of Texas, County of Estate of, Deceased. In County Court of County, Texas, Term, A. D. 19..

On this the day of, A. D. 19.., personally appeared in open court,, and, who, being duly sworn, depose and say, that on the day of, A. D. 19.., they were present at the habitation of, deceased, in the county of, and during his last sickness; that the said, deceased, then and there called on said to take notice and bear testimony that what he was about to say was his will; that said, deceased, did then and there, in the presence of these affiants, utter certain testamentary words, as follows: [Here state the testamentary words set out in the will. R. S. Art. 5339 (4863).]

And affiants further say that said, at the time of making his nuncupative will in manner and form as aforesaid, was over twenty-one years of age and of sound mind, and that these affiants were above the age of fourteen years.

That afterward, on the day of, A. D. 19.., said, during his said last sickness, died at his habitation in

said county of, in which he had his domicile at and before his death, and without having revoked said will, so far as known to affiants.

.
.
.

Sworn to and subscribed before me, in open court, this day of, A. D. 19

County Clerk County, Texas.

R. S. Art. 1903 (1850).

No. 274.

SUBPENA IN PROBATE.

The State of Texas. To the Sheriff or any Constable of County, said State—Greeting:

You are hereby commanded to summon to be and appear before the honorable County Court of County, on the . . . day of, 19 . . ., at the courthouse in the of to give evidence in the matter of the and there remain from day to day and from term to term, until discharged by due course of law. Herein fail not, and make due return of this writ as the law directs.

Given under my hand this day of, A. D. 19

Attest:
Clerk of County Court.
By, Deputy.

R. S. Art. 1857 (1805).

No. 275.

CITATION ON APPLICATION FOR PROBATE OF WILL.

The State of Texas. To the Sheriff or any Constable of County—Greeting:

You are hereby commanded to cause to be posted for ten days, exclusive of the day of posting, before the return day hereof, at three of the most public places in County, one of which shall be at the courthouse door, and no two of which shall be in the same city or town, copies of the following notice:

The State of Texas. To all persons Interested in the Estate of, Deceased:

. has filed in the County Court of County, an application for the probate of the last will and testament of said, deceased, filed with said application, and for letters testamentary of the estate of, deceased, which will be heard

at the next term of said court, commencing on the ... Monday in, A. D. 19 .., the same being the day of, A. D. 19 .., at the courthouse thereof, in, at which time all persons interested in said estate may appear and contest said application, should they desire to do so.

Herein fail not, but have you before said court on the said first day of the next term thereof this writ, with your return thereon, showing how you have executed the same.

Given under my hand and the seal of said court at my office in, Texas, this day of, A. D. 19..

(Seal.)

.....
Clerk County Court County, Texas.
By, Deputy.

R. S. Art. 1889 (1836).

No. 276.

OFFICER'S RETURN.

Came to hand on the day of, A. D. 19.., at ... o'clock .. m., and executed on the day of, A. D. 19.., by posting true copies of the within citation at three of the most public places in the county of, to wit, the courthouse door of said county and at and, no two of which places are in the same city or town. The distance actually traveled in the execution of such process is miles.

.....
Sheriff of County, Texas.

R. S. Art. 1890 (1837).

No. 277.

CITATION FOR PROBATE OF WILL NOT PRODUCED IN COURT, OR FOR THE PROBATE OF A NUNCUPATIVE WILL.

The State of Texas. To the Sheriff or any Constable of County — Greeting:

You are hereby commanded to cite all persons interested in the estate of, deceased, and also and, heirs at law of, deceased, who are alleged to reside in your said county of, to appear at the next regular term of the county court of County, to be holden at the courthouse thereof on the .., Monday in, A. D. 19.., the same being the ... day of

A. D. 19.., to contest, should they desire to do so, the application of, filed in the said court, and which will then and there be acted on, for the probate of the last will and testament of said, deceased, which cannot be produced in court (or which was made as a nuncupative will), and which in said application is substantially stated to be as follows: (here give substantially the statement made in the application.)

Herein fail not, but have you before said court, on the said first day of the next term thereof, this writ, with your return thereon, showing how you have executed the same.

Witness,, Clerk of the County Court of County.

Given under my hand and the seal of said court at my office in the city of, this the day of, A. D. 19..

.....
 Clerk County Court of County, Texas.

R. S. Art. 1891 (1838).

Service of citation may be made by publication thereof in a newspaper published in the county in which citation is issued, for four successive weeks previous to the first day of the term of the court to which citation is returnable, when the heirs are nonresidents of this State, when their names or residences are unknown or when they are transient persons.

R. S. Art. 1892 (1840).

No. 278.

OFFICER'S RETURN.

Came to hand on the day of, A. D. 19.., at o'elock .. m., and executed on the day of, A. D. 19.., by posting true copies of the within citation at three of the most public places in the county of, to wit, the courthouse door of said county and at and, no two of which places are in the same city or town, and also by delivering a true copy of this citation to the within named and, respectively, at, in County, Texas, on the ... day of, A. D. 19.. The distance actually traveled in the execution of such process is miles.

.....
 Sheriff of County, Texas.

R. S. Art. 1892 (1839).

Citation shall be served by delivering to each of the heirs of the testator in person a true copy thereof at least ten days, exclusive of the day of service, before the first day of the term of the court to which such citation is returnable.

No. 279.**ORDER PROBATING WILL AND GRANTING LETTERS TESTAMENTARY.**

Estate of, Deceased. In County Court of County, Texas, Term, A. D. 19..

On this the day of, A. D. 19.., came on to be heard the application of for the probate of the last will and testament of, deceased, now produced in court, and the evidence, a statement of which is filed in this case, being heard and fully considered by the court; and it appearing to the court, that citation thereof has been duly made as required by law, to which no objection has been made, and that said is named and appointed in said will executor thereof and that he is not disqualified therefor:

It is therefore ordered, adjudged and decreed by the court, that the said last will and testament of the said, deceased, is hereby admitted to probate and record, and the testimony shall be recorded in the minutes of this court. It is further ordered by the court that letters testamentary thereof be granted to the said, he having first taken the required oath and given bond in the sum of dollars (or without bond, as the case may be). And it further appearing to the court that and are citizens of County, Texas, and disinterested persons in said estate, it is therefore ordered that they, or any two of them, be and are hereby appointed to appraise the estate, both real and personal, of, deceased.

R. S. Arts. 1907-1963 (1854-1901).

When letters testamentary shall be granted, the county judge shall, by an order entered on the minutes of the court, appoint three or more disinterested persons, citizens of the county, any two of whom may act, to appraise said estate. The executor with the assistance of any two of said appraisers shall make and return to the court a full inventory and appraisal of said estate.

R. S. Art. 1965 (1912).

No. 280.**ORDER ESTABLISHING A WILL PRODUCED IN COURT.**

Estate of, Deceased. In County Court of County, Texas, Term, A. D. 19..

On this the day of, A. D. 19.., came on to be heard the application of for the probate of a certain instrument in writing now produced in court, purporting and alleged to be the last

will of, deceased, and the evidence, a statement of which is filed in this case, being heard and fully considered by the court, it is ordered, adjudged and decreed by the court that said instrument in writing is hereby admitted to probate and record as the last will of said, deceased, and the testimony shall be recorded in the minutes of this court.

R. S. Art. 1907 (1854).

No. 281.

ORDER ESTABLISHING A WILL NOT PRODUCED IN COURT.

Estate of, Deceased. In County Court of
County, Texas, Term, A. D. 19..

On this the . . . day of, A. D. 19.., came on to be heard the application of for the probate of a certain instrument in writing, alleged to be the last will of, deceased, and which cannot be produced in court by reason of its loss, and the evidence, a statement of which is filed in this case, being heard and fully considered by the court, and it appearing therefrom that, deceased, was, on the . . . day of, A. D. 19.., years of age and of sound mind, and that on the day aforesaid, by a certain paper in writing purporting to be his last will, signed by him in the presence of and, then over fourteen years of age, who signed said writing as subscribing witnesses at his request and in his presence, did devise and bequeath his real and personal estate as follows: (here set out the contents of the will as proven). And it further appearing to the court that said died in the county of on the . . . day of, A. D. 19.., and afterward said will was, on the . . . day of, A. D. 19.., destroyed by fire without having been revoked by said testator.

It is therefore ordered, adjudged and decreed that said instrument in writing, the contents of which are stated in this order, be admitted to probate and record as the last will of said, deceased, and the testimony shall be recorded in the minutes of this court.

R. S. Art. 1907 (1854).

Form Book — 14.

No. 282.**ORDER ESTABLISHING A NUNCUPATIVE WILL.**

Estate of, Deceased. In County Court of
County, Texas, Term, A. D. 19..

On this the day of, A. D. 19.., came on to be heard the application of for the probate of the nuncupative will of, deceased, and the evidence, a statement of which is filed in the case, being heard and fully considered by the court, and it appearing therefrom that said was, on the day of, A. D. 19.., years of age and of sound mind, and on the day and year aforesaid, in his last sickness, at his habitation, did make his last will in the manner and form of a nuncupative will, bequeathing his personal estate as follows: (here give the testamentary words).

And it further appearing to the court that said, after making said will, and without revoking the same, died at, on the day of, A. D. 19..:

It is therefore ordered, adjudged and decreed that the said bequest of the personal estate of the said, deceased, as above stated, be admitted to probate and established as the nuncupative will of the said, deceased, and that the testimony be recorded in the minutes of this court.

R. S. Art. 1907 (1854).

A certified copy of such record of testimony may be read in evidence on the trial of the same matter in any other court when taken there by appeal or otherwise.

R. S. Art. 1908 (1855).

A will which has been probated according to the laws of the United States territories, or of any country out of the limits of the United States, may be probated in this State by filing a copy of such will and the probate thereof attested by the clerk of the court in which such will was admitted to probate, and the seal of the court annexed, if there be a seal, together with a certificate from the judge or presiding magistrate of such court, that the said attestation is in due form; provided the validity of such will may be contested in the same manner as the original will might have been.

R. S. Art. 1909 (1856).

No. 283.**BOND OF EXECUTOR.**

The State of Texas, County of

Know all men by these presents, that we,, as principal, and and, as sureties, are held and firmly

bound unto the county judge of the county of, and his successors in office, in the sum of dollars; conditioned that the above bound, who has been appointed executor of the last will and testament of, deceased, shall well and truly perform all the duties required of him under said appointment.

.
.
.

R. S. 1943 (1890).

Approved this day of, A. D. 19..

.
County Judge County, Texas.

No. 284.

OATH OF EXECUTOR.

I do solemnly swear, that the writing, which has been offered for probate is the last will of, so far as I know or believe, and that I will well and truly perform all the duties of executor of said will of the estate of, deceased.

.

Sworn to and subscribed before me, this day of, A. D. 19..
(Seal.)

R. S. Art. 1938 (1885).

No. 285.

INVENTORY AND APPRAISEMENT.

No. Estate of, Deceased. In County Court of County, Texas.

Inventory and appraisement of the estate of, deceased, produced before the undersigned appraisers, on the day of, A. D. 19.., by, executor of said will of the estate of, deceased.

SEPARATE PROPERTY OF SAID, DECEASED.

100 acres of land situated in County, Texas, part of league, valued at \$
25 head of horses valued at \$50.00 each. \$1,250.00.

COMMUNITY PROPERTY.

50 head of cattle valued at \$..... each\$.....
200 acres of land situated in County, Texas, part of
.... league \$.....

We, the undersigned appraisers, solemnly swear that the foregoing is a full and fair appraisalment of the estate of, deceased, produced before us by, executor.

.....
.....
.....
Appraisers.

Sworn to and subscribed before me, this....day of, A. D. 19..
(Seal.)
R. S. Arts. 1965-1966 (1912-1913).

LIST OF CLAIMS.

COMMUNITY PROPERTY.

Note of, dated day of, A. D. 19..
and due, with interest at 8 per cent per annum
from date\$.....

SEPARATE PROPERTY.

Note of, dated day of, A. D. 19..
and due, with interest at 10 per cent per annum
from date\$.....

I,, do solemnly swear that the foregoing inventory and list is a full and complete inventory and list of the property and claims of, deceased, that have come to my knowledge.

.....
Sworn to and subscribed before me, this....day of, A. D. 19..
(Seal.)
R. S. Art. 1967 (1914).

Inventory, appraisalment and list should be returned to the court within sixty days from the date of granting such letters.
R. S. Art. 1969 (1916).

No. 286.

FORM OF ORDER APPROVING INVENTORY, APPRAISEMENT AND LIST OF CLAIMS.

Estate of, Deceased. In County Court of
County, Texas, Term, A. D. 19..

This the day of, A. D. 19.., came on to be considered the report of the inventory, appraisal and list of claims of the estate of, deceased, made by, and, who have heretofore been appointed by the court to appraise said estate, and the court having examined the same, it is ordered by the court that said report be and it is hereby in all respects approved, and ordered entered of record.

.....
County Judge of County, Texas.

R. S. Art. 1971 (1918).

Upon the return of the inventory, appraisal and list of claims, it shall be the duty of the judge, either in term time or in vacation, to examine the same, and to either approve or disapprove the same.

R. S. Art. 1970 (1917).

Should the inventory, etc., be approved or disapproved, an order to that effect shall be entered upon the minutes of the court and if approved, also recorded, but if disapproved the court shall order the executor to return another inventory, appraisal and list, or either of them, within a time which shall be specified in said order, not exceeding ten days from the date of such order; and the judge may also, if he deems it necessary, appoint new appraisers.

R. S. Arts. 1971-1972 (1918-1919).

No. 287.

LETTERS TESTAMENTARY.

The State of Texas, County of In County Court of
County, Texas, Term, A. D. 19..

I,, clerk of the County Court County, Texas, do hereby certify that on the day of, A. D. 19.., was duly granted by said court letters testamentary of the estate of, deceased, and that he qualified as such on the day of, A. D. 19.., as the law requires.

Witness my hand and seal of office at, this day of,
A. D. 19..

.....
Clerk County Court County, Texas.
By, Deputy.

R. S. Art. 1959 (1906).

No. 288.

DEED BY EXECUTOR UNDER A WILL.

The State of Texas, County of

Know all men by these presents, that whereas the last will of , deceased, late of County, Texas, was duly admitted to probate at the term, A. D. 19.. , of the County Court of County, Texas, and was at said term confirmed and appointed executor of said will; and whereas the said , by his said will, did authorize and empower his said executor to make sale of and convey all of his real and personal estate either at public or private sale, as to him should seem best, and to make good and sufficient deeds of bargain and sale thereof to the purchaser, which directions in said will are in full force and effect: Now therefore I, , executor as aforesaid, by virtue of the power and authority aforesaid, and in consideration of the sum of ... dollars to me in hand paid by , the receipt of which is hereby acknowledged and confessed, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey, to the said , a certain tract of land the property of the said , deceased, situated in County, Texas, (here describe the land), together with all and singular the rights, members, hereditaments and appurtenances to the same belonging or in anywise incident or appertaining; to have and to hold, all and singular, the premises above mentioned unto the said , his heirs and assigns, forever.

Witness my hand this ... day of, A. D. 19..

Signed and delivered in the presence of

.....
.....
.....

Witnesses.

FORM OF ACKNOWLEDGMENT.

The State of Texas, County of

Before me, , a notary public in and for the County of , State of Texas, on this day personally appeared , known to me (or proved to me on the oath of) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same, as executor of the estate of , deceased, for the purposes and consideration therein expressed and in the capacity therein set forth.

Given under my hand and seal of office this ... day of A. D. 19..

(Seal.)

.....

ESTRAYS.

R. S. Arts. 4954-4977 (4570-4590).

No. 289.

NOTICE BY TAKER-UP.

Taken up this ... day of, A. D. 19.., by the undersigned, on his plantation (or on his lands adjoining the same) near, in the county of, State of Texas, one (here describe the animal), branded on; age, years; color, (give flesh marks of every kind); height, about hands high.

If same is not claimed by owner within twenty days, I will stray said as required by law.

....., Taker up.

R. S. Art. 4954 (4570).

Said notice shall be posted up at three public places in the county in which such citizen resides, one of which notices shall be at the court-house door for at least twenty days, and a copy of said notice shall also be delivered to the clerk of the county court, which shall be securely posted up in his office.

No. 290.

PRECEPT TO SUMMON APPRAISERS.

The State of Texas. To the Sheriff or any Constable of County — Greeting:

You are hereby commanded, that you summon two good and lawful disinterested men of your county to be and appear before me at my office in the city of (or at the residence of) in said county, on the ... day of, A. D. 19.., then and there, after being duly qualified, to appraise a (here describe the animal), which has lately been estrayed, before me by the said

Herein fail not, but have you then and there this writ, with your action thereon as the law directs.

Witness my hand, officially, this the day of, A. D. 19..

Justice of the Peace of County, Texas.

R. S. Art. 4955 (4571).

The justice of the peace before whom said animal is estrayed shall cause said witnesses to come before him, by summons or otherwise.

No. 291.

OATH BY TAKER-UP OF ESTRAY.

The State of Texas, County of

Personally appeared before me, the undersigned authority, this day,, who, after being sworn, states that he has taken up, on his plantation (or on his lands adjoining the same), near, in said county, on the day of, A. D. 19.., one, branded on, about hands high, in color, and about years of age; and that the marks and brands on said animal have not been altered or disfigured since the same was taken up, and that notice has been given as the law requires, and that no owner has appeared and claimed the same.

.....

Sworn to and subscribed before me, this....day of, A. D. 19..

.....

Justice of the Peace County.

R. S. Art. 4955 (4571).



No. 292.

OATH OF APPRAISERS.

The State of Texas, County of

Before the undersigned authority this day personally appeared and, two disinterested householders of said county, and who are in no way related to, who, after being sworn, state that they have examined the animal posted by and find it of the following description: One bay horse about hands high, in color, branded on, and about years of age (a particular description of the animal including stature, mark, brand, color and age should be given), and appraise the same at dollars.

.....

.....

Sworn to and subscribed before me, this....day of, A. D. 19..

.....

Justice of the Peace County.

R. S. Art. 4955 (4571).

No. 293.

BOND OF TAKER-UP.

The State of Texas, County of

Know all men by these presents, that we, as principal, and and, as sureties, are held and firmly bound unto, County Judge of County, and his successors in office, in the penal sum of dollars, conditioned that the above bound shall well and truly comply with the estray law now in force, in the matter of the estray of the animal above described, then this obligation to be null and void; otherwise to remain in full force and effect.

Witness our hands this day of, A. D. 19..

.....
.....
.....

Approved this day of, A. D. 19..

.....

Justice of the Peace, Precinct No., County, Texas.

R. S. Art. 4955 (4571).

Recorded the day of, A. D. 19.., in book, page

.....

Clerk County Court County.

By, Deputy.

The bond must be signed by two or more good and sufficient sureties payable to the county judge of said county and his successors in office, in double the value of such animal or animals. The oath must be signed by two disinterested householders of said county. Said bond, affidavit and appraisal shall be transmitted by such justice to the clerk of the county court.



No. 294.

CLERK'S NOTICE OF ESTRAY TO NEWSPAPER.

The State of Texas, County of

Taken up by and estrayed before, Justice of the Peace, precinct No. .., County, on the day of, A. D. 19.., a certain (here describe the animal), about hands high, branded on, in color, and about years of age, and appraised at dollars.

The owner of said stock is requested to come forward, prove property, pay charges, and take the same away, or it will be dealt with as the law directs.

Given under my hand and official seal this day of, A. D. 19..

(Seal.)

.....
County Clerk County, Texas.
By, Deputy.

R. S. Art. 4963 (4579).

Above notice shall be published in some newspaper in the county where such animal was estrayed, at least three times. If no newspaper is published in said county, then same shall be published in some newspaper nearest said county and also by posting up notices in three public places in said county where said animal is estrayed.

No. 295.

NOTICE OF ESTRAY SALE.

Notiee is hereby given that on the day of, 19.., I will sell at public auction, to the highest bidder for eash, at the courthouse door in the town of, in said county of, State of Texas, within the hours prescribed by law, the following estray animals, viz: a certain (here describe the animal), about hands high, branded on, in color, and about years of age.

The same was estrayed by me before, a Justice of the Peace in and for preeinct No., County, State of Texas, on the day of, A. D. 19..

....., Taker up.

R. S. Art. 4964 (4580).

Above notice must be given as is required in the ease of sheriff's sales.

No. 296.

REPORT OF ESTRAY BY COUNTY COMMISSIONER.

To, County Clerk County, Texas:

In complianee with the estray law now in foree, I herewith return the following estray which has been found running at large, and not estrayed, and state that the owner of the same is unknown.

..... (here describe said animal) marked and branded
 on, in color, hands high and about
 years of age.

.....
 County Commissioner, Precinct No., County, Texas.
 R. S. Art. 4960 (4576).

It shall be the duty of the county commissioners, or any of them, to report to the county clerk any stray of any kind running at large and not estrayed, and the owner of the same being unknown.

No. 297.

ESTRAY NOTICE.

In compliance with law and upon the return of, County Commissioner for precinct No., County, Texas, I hereby give notice that there has been found running at large and not estrayed, the owner of which is unknown, one (here describe said animal), marked, and branded on, in color, hands high, and about years of age, said animal now ranging in the neighborhood of, and if not legally proven away by the owner thereof, within twenty days from date hereof, the same will be advertised, and said commissioner will proceed to sell the same according to law.

.....
 County Clerk County, Texas.

By, Deputy.

Dated, Texas, this day of, A. D. 19..
 R. S. Art. 4960 (4576).

No. 298.

PROOF OF AN ESTRAY.

The State of Texas, County of

Before me, a in and for said county, on this day personally appeared, to me well known as a respectable person, who, being by me duly sworn, stated that one certain (here describe the animal) marked, branded, about years old, of a color, estrayed by before

....., a justice of the peace in and for the county aforesaid, on the day of, A. D. 19.., is the property of

Subscribed and sworn to this day of, A. D. 19..

By, Deputy.

R. S. Art. 4956 (4572).

Proof of said estray may be made at any time within twelve months and before the sale of same, by the affidavit of any respectable witness. This certificate shall be delivered to the taker-up and by him filed in the county clerk's office.

No. 299.

CERTIFICATE OF RESPECTABILITY.

The State of Texas, County of

I,, a notary public in and for County, Texas, do hereby certify that, a resident of County, who is to me well known, is a man of respectability and good standing.

Given under my hand and seal of office this the day of, A. D. 19..

R. S. Art. 4957 (4573).

No. 300.

REPORT OF SALE OF A HOG, SHEEP, GOAT, OR CATTLE OTHER THAN WORK OXEN—AT RESIDENCE OF TAKER-UP.

The State of Texas, County of To the Clerk of the County Court of County:

I,, hereby certify that on the first Monday of, A. D. 19.., between the hours of 1 and 3 o'clock p. m. of said day, I sold for cash, to the highest bidder, at my residence in said county, one(here describe said animal), marked, and branded on the, in color, and about years of age, estrayed by me on the day of, A. D. 19.., before, a justice of the peace in and for said county, having first advertised the time and place of said sale by a written advertisement, posted up at three public places in said county, one of which was at the courthouse door of said county, for ten days previous to said sale; that at said sale

several bidders were present, and among others,,
 and, adult bidders, who were not members of my family,
 and said was struck off to for the sum of
 dollars, that being the highest and best bid for the same.

Sworn to and subscribed before me, this the day of,
 A. D. 19..
 (Seal.)
 R. S. Art. 4969 (4585).

No. 301.

REPORT OF LOSS OF AN ESTRAY.

The State of Texas, County of To the Clerk of the County
 Court of County:

I,, hereby certify that one (here describe said
 animal), marked, and branded on the,
 in color and about years of age, estrayed by me on the day of
, A. D. 19.., before, a justice of the peace in and
 for said county, was found dead (or escaped from me, as the case may
 be) on the day of, A. D. 19..

Sworn to and subscribed before me, this, the day of,
 A. D. 19..
 (Seal.)
 R. S. Art. 4972 (4588).

The above report shall be recorded by said county clerk in a book to
 be kept by him for that purpose.

No. 302.

REPORT OF ESTRAY SALE—BY TAKER-UP.

The State of Texas, County of To the Clerk of the County
 Court of County, Texas:

I,, hereby certify that on the first Monday of,
 A. D. 19.., between the hours of 1 and 3 o'clock p. m. of said day, I
 sold for cash, to the highest bidder, at the courthouse door of said
 county, after having given notice of the time and place of said sale, by

causing an advertisement thereof to be posted up at three public places in said county, one of which was at the courthouse door of said county, for ten days previous to said sale (here describe said animal), branded on the, hands high, in color, and about years of age, estrayed by me on the day of, A. D. 19. . . before, a justice of the peace in and for said county, and that said was struck off to for the sum of dollars, that being the highest and best bid for the same.

.

Sworn to and subscribed before me, this the day of, A. D. 19. . .

(Seal.)

R. S. Art. 4965 (4581).

Within ten days after such sale the taker-up of said estray shall, after deducting the expenses incurred in estraying said animal, pay into the county treasury seventy-five per cent of the proceeds of the same, and retain the other twenty-five for his own use and benefit.

R. S. Art. 4964 (4580).

All of the above forms relate to the estrays of horses, mares, fillies, geldings, colts, mules, jacks, jennets, or work oxen.

R. S. Art. 4954 (4570).

Hogs, sheep, goats or cattle, other than work oxen, are estrayed in the same manner as is required in the case of horses, etc., except advertising in a newspaper; and any person estraying the same, at the expiration of six months from the day of appraisalment, shall proceed to give notice as in the case of sheriffs' or constables' sales and shall sell such estrays where they were taken up.

R. S. Art. 4967 (4583).

Hogs, sheep, goats or cattle, except work oxen, shall not be subject to be estrayed unless the same shall have been known to the taker-up as being an estray for at least four months previous to the time of estraying the same.

R. S. Art. 4968 (4584), amended Acts 1899, p. 234.

In making returns of sales under this title, when the sale has been made at the residence of the taker-up or other place than at the courthouse door of the county, the taker-up shall, in all cases, give the names of at least three of the bidders who were present at said sale, who were not members of his family.

R. S. Art. 4969 (4585).

FENCES AND TRESPASS BY STOCK.

R. S. Art. 2496-2503 (2431-2435).

In a county where stock of all kinds are permitted to run at large, a fence, which is five feet high and sufficiently close to prevent hogs from passing through, is a sufficient fence.

No. 303.

COMPLAINT OF TRESPASS BY STOCK BEFORE JUSTICE OF THE PEACE.

R. S. Art. 2496 (2431).

The State of Texas, County of To Justice of the Peace for Precinct No., County, Texas.

....., who resides in County, Texas, complaining against, who also resides in said county, represents that complainant does now, and did, on the ... day of, A. D. 19..., have and own acres of cleared and cultivated ground, situated in said justice precinct No. ..., in County, Texas, whereon complainant now resides; and that at the time aforesaid, the said ground was protected by a lawful and sufficient fence, and on the day and year aforesaid, a large number of cattle, belonging to the said, broke through said fence and entered upon said cultivated ground, and then and there did great damage to your petitioner, by destroying a portion of the growing crop thereon.

Wherefore your petitioner prays the court, that two disinterested and impartial freeholders of the county be summoned, and an examination thereinto be made as the law directs, and that such other and further orders and proceedings be had in the premises as may be just and proper.

Witness my hand this ... day of, A. D. 19..

.....

R. S. Art. 2497 (2432).

No. 304.

SUMMONS FOR FREEHOLDERS.

The State of Texas. To the Sheriff or any Constable of County, Texas — Greeting:

You are hereby commanded that you summon two disinterested and impartial freeholders of said county to appear before me at the resi-

dence of, in said county, on the day of, A. D. 19.., at o'clock a. m., then and there with me to view and examine into the condition of the fence, inclosing certain cultivated ground belonging to the said, and ascertain the amount of damages alleged to have lately been committed on said ground by the stock of

Herein fail not, but have you then and there this writ with your action thereon, as the law directs.

Witness my hand officially this day of, A. D. 19..

Justice of the Peace County, Texas.

No. 305.

OATH OF SAID FREEHOLDER.

You do solemnly swear, that you will well and truly view and examine the piece of cultivated ground, belonging to, now before you, and ascertain whether the fence inclosing the same be lawfully sufficient, and if sufficient what damages the said sustained by reason of a trespass, alleged to have been recently committed on said cultivated ground by the stock of, and a true report thereof make as the law directs. So help you God.

Art. 2497 (2432).

No. 306.

REPORT OF JUSTICE OF THE PEACE AND FREEHOLDERS.

The State of Texas, County of

Whereas, has complained to me,, a justice of the peace in and for said county, of a trespass committed upon his cultivated ground, lying in said county, by the stock of, whereby the said complainant alleges to have been greatly damaged:

Therefore we, the undersigned, disinterested and impartial freeholders of said county, after being duly sworn and qualifying as the law directs, with said justice of the peace, have this day proceeded to view and examine into the condition of the fence inclosing said ground, and to inquire into the damages sustained by the said, by reason of the trespass aforesaid, and after due examination and inquiry by us made, we do hereby certify, that we find the said fence sufficient as required by law, and further find that, on the day of, A. D. 19.., a trespass was committed by the stock of the said,

on the cultivated ground aforesaid, of the said and that the said has been damaged thereby in the sum of dollars.

Given under our hands this day of, A. D. 19..

.....
Justice of the Peace.
.....
.....

R. S. Art. 2497 (2432).

Said damages may be recovered before any tribunal having cognizance thereof. Upon a second trespass by the same stock, the owner, lessee or proprietor of the premises, if he deems it necessary, may cause said stock to be penned and turned over to the sheriff or constable.

Art. 2498 (2433).

Any person who is the owner or part owner of any fences connected with or adjoined to any fences owned in part or in whole by any other person, or the owner of any fence wholly upon his own land to which the fence of another is adjoined or connected, shall have the right to withdraw or separate his fence or part of fence from the fence of another person, or require the owner of any such fence to disconnect and withdraw the same back on his own land by first giving notice in writing, for at least six months, to such person, his agent, attorney, or lessee.

R. S. Arts. 2502-2503.

IN A COUNTY WHERE STOCK ARE FORBIDDEN TO RUN AT LARGE.

R. S. Arts. 4991-5001 (4604-4610).

Art. 4998 (1895) amended by 27th Leg., Reg. Ses. (1901), p. 290.

If any stock forbidden to run at large shall enter the inclosed lands, or shall, without being herded, roam about the residence, lots or cultivated land of any person other than the owner of such stock, without his consent, etc., the owner, lessee or person in lawful possession of such lands may impound said stock and detain the same until his fees and all damages occasioned by said stock are paid to him.

Art. 4991 (4604).

Notice thereof shall at once be given to the owner, if known, and such owner shall be entitled to their possession upon payment of fees and damages.

Art. 4992 (4605).

Fees and Damages for Impounding Stock.—Ten cents per day per head for hogs, ten cents per day per head for goats, and five cents per day per head for sheep. The damages done by such stock, if any, and the fees due to the taker-up of stock, if any, may be assessed by any

three disinterested freeholders of the subdivision in which said stock is taken up, etc.

Art. 4993 (4606).

A Lawful Fence.— Three barbed wire with posts not more than thirty feet apart, and one or more stays between them, or pickets four feet high and not more than six inches apart, shall constitute a lawful fence. If boards or rails are used, then three boards to be not less than five inches wide and one inch thick, or four rails shall constitute a lawful fence; provided, that all fences built under the provisions of this act shall be four feet high.

Art. 4998, 27th Leg. (1901), p. 290.

Art. 5001 (1895) amended by 27th Leg., Reg. Ses. (1901), p. 7, so as to read: The counties of Refugio, Aransas and Bee are exempted from the provisions of this chapter.

Chapter 5, title 102 of R. S. (1895), amended by 26th Leg., Reg. Ses., p. 80, by adding thereto Arts. 5001a, 5001b and 5001c, providing for elections in a county or subdivision of a county to determine whether hogs, sheep and goats shall be permitted to run at large in such county or subdivision.

Chapter CXXVIII, sections 1, 21, 26th Leg. Reg. Ses., p. 220, provides a mode by which horses, mules, jacks, jennets and cattle may be prevented from running at large in certain counties named therein, or any subdivisions of said counties.

FERRIES.

No. 307.

PETITION FOR FERRYMAN'S LICENSE.

The State of Texas, County of Commissioners' Court of
..... County, Texas, Term, A. D. 19..

To the Honorable Judge and Commissioners of said County:

Now comes, who resides in County, Texas, and respectfully represents that he is the lawful owner and in the rightful possession of the land embracing the banks on both sides of the river at crossing thereon in said county, and that the road crossing said stream at said place is one of great public utility; that owing to the depth of said river the establishment of a ferry at said crossing would greatly promote public convenience.

Wherefore your petitioner prays the court that he may be lawfully authorized by said court, at the present term thereof, to establish and keep up a ferry at said crossing, for the space of one year next ensuing after the date of such authority.

R. S. Art. 4800 (4439).

No. 308.

FERRYMAN'S BOND.

The State of Texas, County of

Know all men by these presents, that whereas, has this day been duly authorized by the commissioners' court of said county to keep up a ferry, for the space of one year next ensuing after the date hereof at crossing on the river, in said county, and to charge the rates of ferriage established by said court for crossing thereat :

Now therefore we, the said, as principal, and and, as sureties, acknowledge ourselves bound to pay to the county judge of said county of, the sum of dollars (not less than one thousand dollars); conditioned that the said will at all times keep good and sufficient boats for the use of such ferry, and will also keep the banks on each side of the ferry in good repair and so graded and leveled that the rise shall not exceed one foot in every seven feet from the water's edge to the top of the bank, and that said ferry shall be well attended at all times, and that he will comply with all the requisitions of the law relating to or governing ferries.

Witness our hands this day of, A. D. 19..

.....

Approved this the day of, A. D. 19..

.....
 County Judge County.

R. S. Art. 4804 (4443).

FORCIBLE ENTRY AND DETAINER.

R. S. Arts. 2519-2542 (2440-2463).

IN WHAT CASES THE ACTION WILL LIE.

If any person (1) shall make an entry into any lands, tenements or other real property, except in cases where entry is given by law, or (2) shall make any such entry by force, or (3) if any person shall willfully and without force hold over any lands, tenements or other real property after the termination of the time for which such lands, tenements or other real property were let to him, or to the person under whom he claims, after demand in writing for the possession thereof by the person or persons entitled to such possession, such person shall be adjudged guilty of forcible entry and detainer, or of forcible detainer, as the case may be.

R. S. Art. 2519 (2440).

FORCIBLE ENTRY DEFINED.

A "forcible entry" or an entry where entry is not given by law within the meaning of this chapter is—

1. An entry without the consent of the person having the actual possession.

2. As to a landlord, an entry upon the possession of his tenant at will or by sufferance, whether with or without the tenant's consent.

R. S. Art. 2520 (2441).

OTHER CASES OF FORCIBLE DETAINER.

A person shall be adjudged guilty of forcible detainer also in the following cases:

1. Where a tenant at will or by sufferance refuses, after demand made in writing as aforesaid, to give possession to the landlord after the determination of his will.

2. Where the tenant of a person who has made a forcible entry refuses to give possession, after demand as aforesaid, to the person upon whose possession the forcible entry was made.

3. Where a person who has made a forcible entry upon the possession of one who acquired it by forcible entry refuses to give possession on demand, as aforesaid, to him upon whose possession the first forcible entry was made.

4. Where a person who has made a forcible entry upon the possession of a tenant for a term refuses to deliver possession to the landlord, upon demand as aforesaid, after the term expires; and if the term expire whilst a writ of forcible entry sued out by the tenant is pending, the landlord may, at his own costs and for his own benefit, prosecute it in the name of the tenant. It is not material whether the tenant shall have received possession from his landlord or have become his tenant after obtaining possession.

R. S. Art. 2521 (2442).

VENUE.

Any justice of the peace of the precinct where the property is situated shall have jurisdiction to hear and determine any case arising under this title.

R. S. Art. 2522 (2443).

No. 309.
COMPLAINT FOR FORCIBLE ENTRY AND DETAINER.

The State of Texas, County of In Justice Court, Precinct
No., of County, Texas.

To, Justice of the Peace in said Precinct:

Now comes and makes complaint against
for entry into his lands: and says that heretofore, to wit, on the
day of, A. D. 19.., he was in the actual possession of the follow-

ing described premises, to wit (here describe the premises), situated in justice's precinct No., in County, Texas, together with all of the improvements thereon situated.

That complainant,, is the owner of the above described land and premises and is entitled to the possession of the same; that on the . . . day of, A. D. 19.., during the casual absence of this complainant, the defendant,, without the consent of this complainant, entered upon said premises, and is now in the possession of the same, and refuses to deliver same to complainant or to permit complainant to enter upon the same, but by force and arms unlawfully holds possession of said premises.

Wherefore complainant prays the court, that the defendant be cited to answer this complaint, and that he have judgment for the restitution of said land and premises and for costs of suit.

.....

Sworn to and subscribed before me, this the . . . day of, A. D. 19..

(Seal.)

.....

R. S. Art. 2524 (2445).

The complaint shall describe the lands, tenements or premises, the possession of which is claimed, with certainty sufficient to identify the same; and it shall also state the facts which entitle the complainant to the possession and authorize the action under the first three articles of this title.

R. S. Art. 2524 (2445).

The complaint should allege that the premises or a part thereof are situated in the precinct in which the suit is brought.

On the trial of any case of forcible entry, or of forcible detainer, under the provisions of this title, the only issue shall be as to the right to actual possession, and the merits of the title shall not be inquired into.

R. S. Art. 2529 (2450).

No. 310.

COMPLAINT FOR FORCIBLE ENTRY.

The State of Texas, County of In Justice Court, Precinct No., of County, Texas.

To, Justice of the Peace in said Precinct:

Now comes and makes complaint against for forcible entry upon his land, and says that heretofore, to wit, on the . . . day of, A. D. 19.., he was in the actual possession under a described land and premises, to wit (here describe the premises), situated in justice's precinct No.: in County, Texas, together with all of the improvements thereon situated.

That the lease of said above described land and premises to this complainant is a rent contract, made in writing, and entered into and signed by plaintiff and defendant on the . . . day of . . . , A. D. 19. . . , and is now in the possession of defendant, and he is hereby notified to produce the same on the trial of this cause; that said lease contract was and is to expire on the . . . day of . . . , A. D. 19. . .

That on said date . . . day of . . . , A. D. 19. . . , the defendant unlawfully and without the consent of plaintiff entered upon said land and premises, and is now in the possession of the same, and has failed and refused, and still now refuses, to surrender same to complainant.

Wherefore complainant prays that the defendant be cited to answer this complaint, and that he have judgment for the restitution of said land and premises and for costs of suit.

.....

Sworn to and subscribed before me, this the . . . day of . . . , A. D. 19. . .

(Seal.)

.....

R. S. Art. 2524 (2445).

No. 311.

COMPLAINT FOR FORCIBLE DETAINER.

The State of Texas, County of No. In Justice's Court, Precinct No.

To, Justice of the Peace in said Precinct:

. shows that heretofore, to wit, on the . . . day of . . . , 19. . . , he was in peaceable possession of in justice's precinct No. . . . , in said county, together with thereon situated; that on said day he demised said premises to for the term of from said date, which term is fully ended; that by virtue of said lease the said entered into possession of said premises, and is still possessed of the same; that being desirous upon the determination of said term to have and again repossess his said estate, he, for that purpose, did, on the . . . day of . . . , 19. . . , make demand in writing of the said for possession thereof, and the said has hitherto refused, and still refuses to comply with said demand, and willfully holds said premises.

Wherefore he prays that the defendant be cited to answer this complaint, and that he have judgment for the restitution of said premises and for costs.

.....

Sworn to and subscribed before me, at this . . . day of 19. . .

.....

Justice of the Peace, Precinct No. . . . , County, Texas.
R. S. Art. 2524 (2445).

No. 312.

COMPLAINT FOR FORCIBLE ENTRY AND DETAINER.

The State of Texas, County of In Justice Court, Precinct No., of County, Texas.

To, Justice of the Peace in said Precinct:

Now comes and makes complaint against for forcible entry and detainer, and says that heretofore, to wit, on the day of, A. D. 19.., complainant leased unto one the following described land and premises, to wit (here describe the premises), situated in justice's precinct No., in County, Texas, together with all of the improvements thereon situated; that he let said land and premises to the said at the will of complainant, and at the will of this lessee; that by reason of this lease the said obtained possession of said above described land and premises.

That on the day of, A. D. 19.., the defendant,, entered upon and took possession of the above described land and premises against the will and without the consent of the said tenant at will,, or of his complainant; that on the day of, A. D. 19.., this complainant determined his lease at will with his said tenant,, and made demand in writing on the said defendant,, for the possession of the above described land and premises, and the said has hitherto failed and refused, and still refuses to comply with said demand, but willfully and without force holds over such land and premises.

Complainant further says, that he is the owner of said land and premises and is entitled to the possession of the same.

Wherefore, the premises considered, complainant prays the court that the defendant be cited to answer this complaint, and that he have judgment for the restitution of said land and premises and for costs of suit.

.....

Sworn to and subscribed before me, this the day of, A. D. 19..

(Seal.)

.....

R. S. Art. 2524 (2445).

No. 313.

COMPLAINT FOR FORCIBLE DETAINER.

The State of Texas, County of In Justice Court, Precinct No., of County, Texas.

To, Justice of the Peace in and for said Precinct:

Now comes and makes complaint against for forcible detainer of his land, and says that heretofore, to wit, on the day of, A. D. 19.., he, complainant, was the owner of, and in the actual possession of the following described land and premises, to wit (here describe the land), situated in justice's precinct No., in County, Texas, together with all of the improvements thereon situated; that on said day, he, complainant, leased said land and premises to for the term of years, the said lease being in writing, and by its terms commencing on the day of, A. D. 19.., on which day the said went into possession of the said land and premises, and ending and expiring on the day of, A. D. 19..

Complainant further says that on the day of, A. D. 19.., the defendant,, with force and arms unlawfully entered upon said land and premises, and forcibly ejected complainant's tenant, the said, therefrom, without the consent of complainant, or his said tenant, Complainant further says the term of his said lease to the has now expired, and that he is entitled to the possession of the said land and premises, and was so entitled on the day of, A. D. 19.., when he made in writing a demand upon the defendant,, for the possession thereof; that defendant has failed and refused and still refuses to surrender to complainant the possession of said land and premises, but unlawfully and willfully holds the same.

.....

Sworn to and subscribed before me, this the day of, A. D. 19..

(Seal.)

.....

No. 314.

COMPLAINT FOR FORCIBLE DETAINER.

The State of Texas, County of In Justice Court, Precinct No., of County, Texas.

To, Justice of the Peace in and for said Precinct:

Now comes and makes complaint against for forcible detainer of his land, and says that heretofore, to wit, on the day of, A. D. 19.., he, complainant, was the owner of, and in the actual possession of the following described land and premises, to wit, (here describe the land), situated in justice's precinct No., in County, Texas, together with all of the improvements thereon situated; that on said day one, without complainant's consent, entered upon said land and premises, and forcibly ejected complainant therefrom; that subsequently, to wit, on the day of, A. D. 19.., this defendant,, entered upon said land and premises, and forcibly ejected the said therefrom, and remains and is now in possession of the same.

Complainant further says, that being the owner of and entitled to the possession of said land and premises, he, on the day of, A. D. 19.., made demand in writing of the said defendant to restore to him, complainant, the possession of said land and premises, and the said defendant,, has failed and refused, and still refuses to comply with said demand, and unlawfully and willfully holds said land and premises.

.....

Sworn to and subscribed before me, this the day of, A D. 19...

(Seal.)

.....

R. S. Arts. 2521-2524 (2442-2445).

No. 315.

COMPLAINT FOR FORCIBLE DETAINER.

The State of Texas, County of In Justice Court, Precinct No., of County, Texas.

To, Justice of the Peace in said Precinct:

Now comes and makes complaint against for forcible detainer of his land, and says that heretofore, to wit, on the day of, A. D. 19.., he was in the actual possession of the following described land and premises, to wit, (here describe the land), situated in justice's precinct No., in County, Texas, together with all of the improvements thereon situated; that on the said day one, without complainant's consent, entered

upon said land and premises, and forcibly ejected complainant from the same, and immediately after said forcible ejectment installed this defendant,, upon said land and premises, and leased the same to him, said defendant, who immediately took possession of, and has since held the same as the tenant of said Complainant says that he is the owner of said land and premises, and is entitled to the possession of the same; that the said, tenant of the said, the person who made the above said forcible entry upon said land and premises, has failed and refused and still refuses to surrender possession of the same to the complainant, so forcibly ejected as described, though complainant, on the . . . day of, A. D. 19.., in writing, made demand upon him, the said, so to do, and continues to unlawfully and willfully hold said land and premises.

Wherefore complainant prays the court that the defendant be cited to answer this complaint, and that he have judgment for the restitution of said land and premises and for costs of suit.

.....

Sworn to and subscribed before me, this the . . . day of, A. D. 19..

(Seal.)

.....

R. S. Arts. 2521-2524 (2442-2445).

No. 316.

COMPLAINT FOR FORCIBLE DETAINER.

The State of Texas, County of In Justice Court, Precinct No., of County, Texas.

To, Justice of the Peace in said Precinct:

Now comes and makes complaint against for forcible detainer of his land, and says that heretofore, to wit, on the . . . day of, A. D. 19..,, deceased, made a lease at will to the defendant,, of the following described land and premises, to wit (here describe the land), situated in justice's precinct No., in County, Texas, together with all the improvements thereon situated; that on the . . . day of, A. D. 19.., the said lessor at will,, died, and the said estate at will then determined; that the said defendant,, continued in possession of said above described land and premises after the death of the said, and is a tenant at sufferance.

That this complainant,, inherited the above described land and premises from his ancestor,, deceased; that he is now the legal owner of said land and premises, and is entitled to the

possession of the same, and is the landlord of defendant, tenant at sufferance; that defendant came into the possession of this land by lawful title, being tenant at will of, deceased, at time of entry upon said land; that he now holds this land without any title at all; that on the day of, A. D. 19.., complainant, being desirous to terminate this tenancy at sufferance, and to sever his connection with defendant, made demand in writing of the said for possession of said land and premises, and also notified him in writing of the termination of said tenancy at sufferance; that defendant has hitherto failed and refused, and still refuses to comply with said demand, and willfully and without force holds over said land and premises.

Wherefore, the premises considered, complainant prays the court that the defendant be cited to answer this complaint, and that he have judgment for the restitution of said land and premises and for costs of suit.

.....

Sworn to and subscribed before me, this the day of,
A. D. 19..

(Seal.)

.....

R. S. Art. 2524 (2445).

No. 317.

COMPLAINT FOR FORCIBLE DETAINER.

The State of Texas, County of In Justice Court, Precinct
No., of County, Texas.

To, Justice of the Peace in said Precinct:

Now comes and makes complaint against for forcible detainer of his land, and says that heretofore, to wit, on the day of, A. D. 19.., complainant leased unto defendant,, the following described land and premises, to wit (here describe the premises), situated in justice's precinct No., in County, Texas, together with all of the improvements thereon situated; that he let said land and premises to said defendant at the will of complainant and at the will of this lessee, and the said defendant, by force of said lease, obtained possession of the land and premises above described.

That complainant is the owner of the above described land and premises and is entitled to the possession of the same, and that complainant is the landlord of the defendant. That this lease at will could be determined at the will of either complainant or defendant. That on the day of, A. D. 19.., this complainant determined this lease at will, and notified defendant of the termination of this lease, and made demand in writing of defendant,, on the

day of, A. D. 19.., for the possession of said above described land and premises. That said defendant was and is now in the possession of said land and premises. That defendant has hitherto failed and refused, and still refuses to comply with said demand, and willfully and without force holds said land and premises.

Wherefore, the premises considered, complainant prays the court that the defendant be cited to answer this complaint, and that he have judgment for the restitution of said land and premises and for costs of suit.

Sworn to and subscribed before me, this the . . . day of, A. D. 19. . .

(Seal.)

R. S. Art. 2524 (2445).

No. 318.

DEMAND FOR POSSESSION.

The State of Texas, County of To, of said County:

You are hereby notified that I demand of you the immediate possession of the following land and premises, to wit (here describe the same), situated in County, Texas, now occupied by you, which you from me illegally detain; and unless my demand be complied with at once, I shall proceed against you as the law directs.

Witness my hand this the . . . day of, A. D. 19. . .

R. S. Art. 2519 (2440).

No. 319.

WRIT OF CITATION IN FORCIBLE DETAINER.

. vs. No. . . . In Justice's Court, Precinct No. . . ., County, Texas.

The State of Texas. To the Sheriff or any Constable of County, Texas—Greeting:

You are hereby commanded to summon, if to be found within your county, to be and appear before me,, a justice of the peace in and for the above named precinct and county, at, Texas, on the . . . day of, A. D. 19.., then and there to answer the complaint of in an action of forcible detainer of and concerning the following described property and premises, to wit (here describe the same).

Herein fail not, but of this writ make due return, showing how you have executed the same.

Witness my official signature at, Texas, this, the day of, A. D. 19

Justice of the Peace, Precinct No., County, Texas.
 R. S. Art. 2523 (2444).

No. 320.

RETURNS ON WRIT — FORCIBLE DETAINER.

Came to hand on the day of, A. D. 19, at o'clock . . m., and executed by me on the day of, A. D. 19, at . . o'clock . . m., by reading this writ to the within named defendant,, at, in County, Texas, (or by leaving a copy of this writ with, a person over the age of sixteen years, at, the usual place of abode of defendant,, as the case may be). The distance actually traveled in the execution of such process is miles.

Constable Precinct No., County, Texas.
 R. S. Art. 2525 (2446).

The citation must summon the defendant to appear at a time not more than ten days nor less than six days from the date thereof, and service must be perfected at least five days before the day of trial.

No. 321.

JUDGMENT — FORCIBLE DETAINER.

. vs. No. In Justice's Court, Precinct No., of County, Texas.

On this the day of, A. D. 19, in open court, came on for trial the above entitled and numbered cause, thereupon came the parties, a jury being demanded, also came a jury of good and lawful men, to wit, and five others, who being duly impaneled and sworn, after hearing the evidence returned into court the following verdict: "We the jury find the defendant guilty of forcible detainer., Foreman."

It is therefore considered, ordered and decreed by the court, that the complainant,, do have restitution of said premises, to wit (here describe the same), together with all his costs in this behalf expended, for all of which execution and writ of restitution of said premises may issue.

R. S. Art. 2532 (2453).

No. 322.

WRIT OF RESTITUTION.

The State of Texas. To the Sheriff or any Constable of County—Greeting:

Whereas, on the day of, A. D. 19..; before me, a justice of the peace of County, recovered judgment against for the restitution of certain premises, to wit (here describe the premises), and for the sum of dollars damages, and the further sum of dollars, costs of suit:

Therefore you are hereby commanded that you deliver to the said the possession of the said premises hereinbefore described, and that of the goods and chattels, lands and tenements of the said you cause to be made the said sum of dollars, damages aforesaid, together with the sum of dollars, costs of suit, and also the further costs of executing this writ.

Herein fail not, and of this writ make due return as the law directs, Given under my hand this day of, A. D. 19...

Justice of the Peace, Precinct No....., County, Texas. R. S. Art. 2532 (2453).

No writ of restitution shall issue until the expiration of two days from the rendition of the judgment.



No. 323.

APPEAL BOND — FORCIBLE DETAINER.

The State of Texas, County of

Whereas, upon a writ of forcible entry (or forcible detainer) in favor of, and against, tried before, a justice of the peace of County, a judgment was rendered in favor of the said on the day of, A. D. 19.., and against the said, from which the said has appealed to the county court: Now therefore the said and and, his sureties, covenant that he will prosecute his said appeal with effect and pay all costs and damages which may be adjudged against him.

Given under our hands this day of, A. D. 19...

.....
.....
.....

R. S. Art. 2535 (2456).

Approved by me, this the day of, A. D. 19..

Justice of the Peace, Precinct No., County, Texas.

Notice of appeal must be given in open court and bond must be filed with such justice of the peace, within five days after the rendition of said judgment, and no motion for a new trial shall be necessary to authorize such appeal.

R. S. Art. 2534 (2455).

Damages may be recovered in the county court for withholding the possession of the premises during the pendency of the appeal, and for the reasonable expenses in prosecuting or defending the cause in the county court.

R. S. Art. 2538 (2459).

GARNISHMENT.

R. S. Arts. 217-254 (183-220).

WRITS OF GARNISHMENT, WHO MAY ISSUE AND WHEN.

The clerks of the district and county courts and justices of the peace may issue writs of garnishment, returnable to their respective courts, in the following cases:

1. Where an original attachment has been issued as provided in the foregoing chapter.

2. Where the plaintiff sues for a debt and makes affidavit that such debt is just, due and unpaid, and that the defendant has not, within his knowledge, property in his possession, within this State, subject to execution, sufficient to satisfy such debt; and that the garnishment applied for is not sued out to injure either the defendant or the garnishee.

3. Where the plaintiff has a judgment and makes affidavit that the defendant has not, within his knowledge, property in his possession within this State, subject to execution, sufficient to satisfy such judgment.

R. S. Art. 217 (183).

Bond when no attachment has issued and no judgment has been rendered:

In the case mentioned in subdivision 2 of the preceding article, the plaintiff shall execute a bond, with two or more good and sufficient sureties, to be approved by the officer issuing the writ, payable to the defendant in the suit, in double the amount of the debt claimed therein, conditioned that he will prosecute his suit to effect and pay all damages and costs that may be adjudged against him for wrongfully suing out such attachment:

R. S. Art. 218 (184).

The case shall be docketed in the name of the plaintiff as plaintiff, and of the garnishee as defendant.

No. 324.

APPLICATION FOR GARNISHMENT — ORIGINAL ATTACHMENT.

The State of Texas, County of In Court, of County, Texas, Term, A. D. 19..... vs., Garnishee in Suit. vs. No.

To the Clerk of the Court of County, Texas:

Now comes, the plaintiff in the cause of vs., now pending in this court, the file number of which is No., and applies for a writ of garnishment to issue to, and for cause plaintiff says:

First. That on the ... day of, A. D. 19.., plaintiff,, sued, defendant in said cause No., for a debt upon a certain promissory note, and had an original attachment to issue in said cause, as is provided by law in such cases, for the sum of dollars, principal and interest; said note is not yet due and payable, and is in words and figures substantially as follows: (here describe the note).

Second. Plaintiff says that he has reason to believe, and does believe, that the garnishee,, a resident citizen of, County, Texas, is indebted to the defendant, or that he has in his hands effects belonging to the defendant. (If the garnishee is an incorporated or joint-stock company, then state.)

Plaintiff says that he has reason to believe, and does believe, that the garnishee (an incorporated or joint-stock company, as the case may be, giving the name and place of business), of which is president (treasurer or secretary, as the case may be), is indebted to the defendant, or that it has in its hands effects belonging to the defendant,, and that the defendant is the owner of shares in such company, or has an interest therein.

Third. Plaintiff further says that the writ of garnishment applied for is not sued out to injure either the defendant or the garnishee.

.....

Sworn to and subscribed before me, this the day of, A. D. 19...

.....

R. S. Art. 219 (185).

Garnishment can issue only when the debt is due, except in a case in which an original attachment has issued.

62 S. W. R. 618. Affidavit against corporation must state, etc. Underwood vs. First Nat. Bank, 62 S. W. R. 943.

No. 325.

APPLICATION FOR GARNISHMENT—BEFORE JUDGMENT.

The State of Texas, County of In Justice's Court, Precinct
 No., County, Texas, Term, A. D. 19..
 vs. Garnishee in Suit.
 vs. No....

To the Honorable Court of said County:

Now comes, the plaintiff in the cause of
 vs., now pending in this court, the file number of which
 is No., and applies for a writ of garnishment to issue to,
 and for cause plaintiff says:

First. That on the day of, A. D. 19..., plaintiff,
, sued, defendant in said cause No., for
 a debt due upon account for the sum of dollars, and interest at
 ... per cent per annum from the day of, A. D. 19...;
 that such debt is just, due and unpaid, and that the defendant,
, has not, within his knowledge, property in his possession,
 within this State, subject to execution, sufficient to satisfy such debt.

Second. Plaintiff says that he has reason to believe, and does believe,
 that the garnishee, National Bank of, Texas, a
 private corporation doing business in, County, Texas,
 of which is president, is indebted to the defendant, or that
 it has in its hands effects belonging to the defendant. (If the garnishee
 is an incorporated or joint-stock company, then state.)

Plaintiff says that he has reason to believe, and does believe, that the
 garnishee (an incorporated or joint-stock company, as the case may be,
 giving the name and place of business), of which is
 president (treasurer or secretary, as the case may be), is indebted to the
 defendant, or that it has in its hands effects belonging to the defendant,
, and that the defendant is the owner of shares in such
 company, or has an interest therein.

Third. Plaintiff further says that the writ of garnishment applied for
 is not sued out to to injure either the defendant or the garnishee.

.....

Sworn to and subscribed before me, this the day of,
 A. D. 19..

(Seal.)

R. S. Arts. 217-219 (183-185).

No. 326.

APPLICATION FOR GARNISHMENT — AFTER JUDGMENT.

The State of Texas, County of In Justice's Court, Precinct
No., County, Texas, Term, A. D. 19..

..... vs., Garnishee in Suit.
vs. No.

To the Honorable Court of said County:

Now comes, the plaintiff in the above named cause, and respectfully shows that he is plaintiff in the cause of vs., in this court, the file number of which is No., and for cause plaintiff says:

First. That in said suit plaintiff recovered judgment against the said defendant,, on the ... day of, A. D. 19.., for the sum of dollars, with interest from date at the rate of ... per cent per annum, and all costs of suit; that nothing has been paid or collected on this judgment, and the same is still in force and unsatisfied; and there is now due on same the sum of dollars, and that said defendant has not, within the knowledge of plaintiff, or of the person making affidavit in support of this application, property in his possession within this State subject to execution sufficient to satisfy such judgment.

Second. That plaintiff has reason to believe, and does believe, that, who resides in County, Texas, is indebted to the defendant, or that he has in his hands effects belonging to defendant. (If the garnishee is an incorporated or joint-stock company, then state.) Plaintiff says that he has reason to believe, and does believe, that the garnishee (an incorporated or joint-stock company, as the case may be, giving the name and place of business), of which is president (treasurer or secretary, as the case may be), is indebted to the defendant, or that it has in its hands effects belonging to defendant,, and that the defendant is the owner of shares in such company, or has an interest therein. Plaintiff prays for a writ of garnishment against the said, and for further proceedings thereon, as in like cases are provided by law.

Sworn to and subscribed before me, this the ... day of,
A. D. 19..

(Seal.)

R. S. Arts. 217-219 (183-185).

No. 327.

BOND FOR GARNISHMENT.

The State of Texas, County of In Court of.....
County, Texas.

Whereas, in the cause of vs., suit now pending in the Court of County, Texas, the file number of which is,, plaintiff, caused a writ of garnishment to issue against; we, the undersigned,, as principal, and and, as sureties, acknowledge ourselves bound to pay to the sum of dollars, conditioned that the above bound will prosecute his suit against the said to effect and pay all damages and costs that may be adjudged against him for wrongfully suing out such garnishment.

Witness our hands this day of, A. D. 19..

.....
.....
.....

Approved by me, this the day of, A. D. 19..
(Seal.)

When no attachment has issued and no judgment has been rendered, the plaintiff shall execute a bond, with two or more good and sufficient sureties, to be approved by the officer issuing the writ, payable to the defendant in the suit, in double the amount of the debt claimed therein
R. S. Art. 218 (184).

No. 328.

WRIT OF GARNISHMENT.

The State of Texas. To the Sheriff or any Constable of
County, Texas — Greeting:

Whereas, in the Court of County, Texas, (if a justice's court, state also the number of the precinct), in a certain cause wherein is plaintiff and is defendant, the plaintiff, claiming an indebtedness against the said of dollars, besides interest and costs of suit, has applied for a writ of garnishment against, who is alleged to be a resident of your county (or to be within your county, as the case may be): Therefore you are hereby commanded forthwith to summon the said, if to be found within your county, to be and appear before the said court at the next term thereof, to be held at, in said county, on the day of, A. D. 19.., then and there to answer upon oath

what, if anything, he is indebted to the said, and was when this writ was served upon him, and what effects, if any, of the said he has in his possession, and had when this writ was served, and what other persons, if any, within his knowledge, are indebted to the said, or have effects belonging to him in their possession (and if the garnishee be an incorporated or joint-stock company, in which the defendant is alleged to be the owner of shares or interested therein, then the writ shall proceed); and further to answer what number of shares, if any, the said owns in such company, and owned when such writ was served.

Herein fail not, but of this writ make due return as the law directs.

Witness, Clerk of the Court of County, Texas.

Given under my hand and seal of said court, at office in this day of, A. D. 19..

.
Clerk of Court, County, Texas.
By, Deputy.

(If in justice's court, then state as follows):

Given under my hand officially in, Texas, this day of, A. D. 19..

.
Justice of the Peace, Precinct No., County, Texas.
R. S. Arts. 220-222 (186-188).

No. 329.

OFFICER'S RETURNS.

Came to hand on the day of, A. D. 19.., at o'clock . . m., and executed on the day of, A. D. 19.., at o'clock . . m., by delivering to the within named garnishee, in person, at in County, Texas, a true copy of this writ. The distance actually traveled in the execution of such process is miles.

.
Constable Precinct No., County, Texas.

Fees. Serving writ, \$. Mileage miles. \$.
Total, \$.

No. 330.

CONTROVERTING ANSWER OF GARNISHEE.

..... vs. No. In Court of
 County, Texas, Term, A. D. 19..

To the Honorable Court of said County:

Now comes, plaintiff in the above entitled and numbered cause, and says that he has good reason to believe, and does believe, that the answer of the said garnishee herein, is incorrect (here state in what particular said garnishee's answer is believed to be incorrect).

Sworn to and subscribed before me, this the ... day of,
 A. D. 19..

(Seal.)

R. S. Art. 245 (211).

The defendant may also, in like manner, controvert the answer of the garnishee.

R. S. Art. 246 (212). White vs. San Miguel, 66 S. W. R. 311. Attorney's fees, when. Reid vs. Walsh, 63 S. W. R. 940.

No. 331.

NOTICE TO GARNISHEE THAT HIS ANSWER IS CONTROVERTED.

The State of Texas. To the Sheriff or any Constable of
 County — Greeting:

Whereas, it appears that in a certain cause pending in the Court of County (if justice's court, give the precinct), wherein is plaintiff and is defendant, a resident of your county, was summoned as garnishee and made answer therein. And whereas, the said has filed in this court (any court of the county where the garnishee may reside, having jurisdiction of the amount of the judgment in the original suit) a duly certified copy of the original judgment in said suit and of the proceedings in garnishment, including plaintiff's application for the writ of garnishment, the answer of the said as garnishee, and the affidavit of the said controverting the answer of the said

Now therefore you are hereby commanded to notify the said that his answer has been so controverted, and that the issue between him and the said will stand for trial at the next term of this court, to be holden on the ... Monday in, A. D. 19, being the ... day of, A. D. 19.., at the courthouse

of said county. Herein fail not, but have you before said court, on the said first day of the next term thereof, this writ, with your return thereon showing how you have executed the same.

Witness, etc. (to be dated and tested as other process from such court, and shall be served by delivering a copy thereof to the garnishee).

R. S. Arts. 249-250 (215-216).

No. 332.

WRIT SUMMONING GARNISHEE TO APPEAR BEFORE COMMISSIONER.

The State of Texas. To the Sheriff or any Constable of
County—Greeting:

Whereas, in a certain cause pending in the Court of County, wherein is plaintiff and is defendant, wherein the plaintiff claims of the said defendant the sum of dollars, besides interest and costs of suit, a writ of garnishment was issued against of your county, which was duly served upon him on the day of, A. D. 19.., requiring him to answer thereto before the said court at its late term; and whereas, the said garnishee has failed to answer as required by said writ; and whereas, a commission has been issued by the said court and lodged in my hands, whereby I am commanded to summon the said before me to make such answer: Therefore, you are hereby commanded forthwith to summon the said, if to be found within your county, to be and appear before me, at my office in, on the day of, A. D. 19.., then and there to answer upon oath what, if anything, he is indebted to the aforesaid, and was when the aforesaid writ of garnishment was so served upon him, and what effects, if any, of the said he has in his possession, and had when the said writ was so served; and what other persons, if any, within his knowledge, are indebted to the said or have effects belonging to him in their possession; (and if the garnishee is an incorporated or joint-stock company, in which the defendant is alleged to be the owner of shares, or interested therein, the writ shall proceed: and further, to answer what number of shares, if any, the said owns in such company and owned when the said writ was served, and what interest, if any, he has in such company and had when the writ was served.)

Herein fail not, but of this writ make return forthwith.

Witness my hand officially with the seal of my office hereon impressed this the day of, A. D. 19..

(Seal.)

Notary Public (or such other officer, as the case may be), in and for
.....County, Texas.

R. S. Art. 233 (199).

No. 333.

RETURNS OF OFFICER ON WRIT OF COMMISSIONER.

Came to hand on the day of, A. D. 19.., at o'clock .. m., and executed on the day of, A. D. 19.., at o'clock .. m., by delivering to, the within named garnishee, in person, a true copy of this writ, at, in County, Texas. The distance actually traveled in the execution of such process is miles.

.....
 Sheriff (or Constable) of County, Texas.
 R. S. Art. 235 (201).

No. 334.

COMMISSIONER'S RETURN.

The State of Texas, County of

In obedience to the commission hereto attached, the said personally appeared before me on the ... day of, A. D. 19.., and made his answer, under oath, and subscribed the same, before me, which answer is hereto attached and returned with said commission.

In testimony whereof I have hereunto set my hand and seal of office this day of, A. D. 19...

(Seal.)

Notary Public, County, Texas.

R. S. Art. 236 (202).

Should the garnishee appear and answer, in obedience to the writ, the officer executing the commission shall return the same, together with the answer of the garnishee, duly certified under his hand and seal of office, to the clerk of the court or justice of the peace who issued it, etc.

No. 335.

COMMISSIONER'S RETURN WHEN THE GARNISHEE REFUSED TO ANSWER.

The State of Texas, County of

In obedience to the commission hereto attached, I issued a citation for the said, which was served on the said on the day of, A. D. 19.., which citation and service indorsed thereon, is returned with said commission. And I further certify that the said failed to appear before me in obedience to said writ (or the said appeared before me at the time and

place named in said citation, but refused to make answer as therein required; or refused to answer fully, etc.)

In testimony whereof I have hereunto set my hand and seal of office this day of, A. D. 19. . .

(Seal.)

Notary Public County, Texas.

R. S. Art. 237 (203).

No. 336.

COMMISSION TO TAKE ANSWER OF GARNISHEE RESIDING IN ANOTHER COUNTY.

The State of Texas. To the Clerk of the District Court, the County Judge, Clerk of the County Court, or any Notary Public of County—Greeting:

Whereas, on the day of, A. D. 19. . ., in a certain cause pending in this court, wherein is plaintiff and is defendant, the plaintiff claiming an indebtedness against the said of dollars, besides interest and costs of suit, a writ of garnishment was issued by this court against, of your county, which was afterward returned duly served on the day of, A. D. 19. . .; and whereas, the said has failed to make answer to the said writ:

Now therefore you are hereby commanded forthwith to summon the said before you to answer upon oath what, if anything, he is indebted to the said, and was when the said writ of garnishment was served upon him, and what effects, if any, of the said he has in his possession, and had when the said writ was served, and what other persons, if any, within his knowledge, are indebted to the said, or have effects belonging to him in their possession. (If the garnishee be an incorporated or joint-stock company, in which the defendant is alleged to be the owner of shares, or interested therein, the commission shall proceed; and further to answer what number of shares, if any, the said owns in such company, and owned when the said writ was served, and what interest, if any, he has in said company, and had when the said writ was served.)

Herein fail not, but of this commission make return forthwith.

Witness, Clerk of the Court of County.

Given under my hand and seal of said court, at office in the town of, this day of, A. D. 19. . . .

Clerk of Court, County, Texas.

Issued this day of, A. D. 19. . . .

Clerk of Court, County, Texas.

R. S. Art. 230 (196).

No. 337.

GARNISHEE'S ANSWER.

..... vs. No. In Court of
 County, Texas, Term, A. D. 19...

To the Honorable Court of said County:

Now comes, garnishee in the above entitled and numbered cause, and for answer herein to the writ of garnishment served upon him, he says, that he is not now nor was he at the time said writ of garnishment was served upon him, indebted in anything or amount to the said (If indebted, then state, he is now and was at the time said writ of garnishment was served upon him indebted to the said, in the sum of dollars.)

That he is not now, nor was he at the time said writ of garnishment was served upon him, in possession of any effects belonging to the said; that he does not know of any person or persons who are indebted to the said, or have effects belonging to him in their possession.

Garnishee says that he had to employ an attorney to write this answer for him at the reasonable costs of dollars.

Wherefore garnishee prays that he be discharged from any liability under said garnishment, with his costs and attorney's fees, and for such other and further relief and decrees of the court that he may be justly entitled to.

.....

Sworn to and subscribed before me, this the day of,
 A. D. 19...

(Seal.)

.....

R. S. Art. 226 (192).

The answer of the garnishee shall be under oath, in writing, and signed by him, and shall make true answers to the several matters inquired of in the writ of garnishment.

No. 338.

REPLEVY BOND FOR GARNISHMENT.

The State of Texas, County of No. In Court
 of County, Texas.

Whereas, on the day of, A. D. 19..., in the cause of vs. in the Court of County, Texas, the file number of which is,, plaintiff, caused a writ of garnishment to issue out of said court against, for the sum of dollars, which was on the day of, A. D. 19..., by the sheriff (or constable, as the case may be),

of County, Texas, served on the said, named as garnishee therein, which said suit of garnishment is now pending in said court and undetermined; and whereas,, defendant, desires to replevy any effects, debts, shares or claims of any kind seized or garnished under and by virtue of said writ of garnishment:

Now therefore in order to release from the lien of said writ any and all debts, claims, shares and effects, if any, owing by or in the possession of the said and belonging to the said at the date of service of said writ and which may be owing by him or shall come into his possession up to the time of filing his answer as garnishee in said cause (or which became due, etc., where the bond is made after answer filed, we, the undersigned,, as principal, and and, as sureties, acknowledge ourselves bound to pay to the said, the sum of dollars, conditioned for the payment of any judgment that may be rendered against the said, as garnishee.

Witness our hands this the day of, A. D. 19

.
.
.

Approved by me this, the day of, A. D. 19

.

Said bond must be signed by two or more good and sufficient sureties to be approved by the officer who issued the writ of garnishment, payable to the plaintiff, in double the amount of plaintiff's debt.

R. S. Art. 225 (191).

No. 339.

JUDGMENT AGAINST GARNISHEE.

. vs. No. In Court of County, Texas, Term, A. D. 19

On this the day of, A. D. 19 came on to be heard the above entitled and numbered cause, and it appearing to the court upon the answer of defendant, herein filed, to a writ of garnishment served on him, the day of, A. D. 19, issued out of the Court of County, Texas, (or Justice Court, precinct No., County, Texas, as the case may be), in cause No., wherein is plaintiff and is defendant, that the said defendant,, is indebted to in the sum of dollars, and that said, plaintiff, has recovered judgment against the said defendant,, in said cause No., for the sum of dollars.

It is therefore considered, ordered and decreed by the court that have and recover of and from the said, garnishee, judgment for the sum of dollars for his debt and the further sum of dollars for his costs, and all costs of suit in this behalf expended, for which execution may issue.

R. S. Art. 239 (205).

Should it appear from the answer of the garnishee, or otherwise, that the garnishee has in his possession, or had when the writ was served, any of the effects of the defendant liable to execution, the court shall render a decree requiring the garnishee to deliver up to the sheriff or any constable, presenting an execution in favor of the plaintiff against the defendant, such effects or so much of them as may be necessary to satisfy such execution.

R. S. Art. 241 (207).

Where the garnishee is an incorporated or joint-stock company, and it appears from the answer, or otherwise, that the defendant is the owner of any shares of stock in such company, or any interest therein, the court shall render a decree, ordering the sale under execution in favor of the plaintiff against the defendant of such shares, or interest of the defendant in such company, or so much thereof as may be necessary to satisfy such execution.

R. S. Art. 242 (208).

No. 340.

JUDGMENT AGAINST GARNISHEE, WHEN REPLEVY BOND HAS BEEN FILED.

..... vs., Garnishee. No. In Court of County, Texas, Term, A. D. 19..

On this the day of, A. D. 19.., came on to be heard the above entitled and numbered cause, and it appearing to the court upon the answer of garnishee,, filed herein, to a writ of garnishment served on him on the day of, A. D. 19.., issued out of the Court of County, Texas (or, justice court, precinct No., County, Texas, as the case may be), in cause No., wherein is plaintiff and is defendant, that the said garnishee,, is indebted to said defendant,, in the sum of dollars, and that said plaintiff,, has recovered judgment against the said defendant,, in said cause No., for the sum of dollars, together with the further sum of dollars costs; and it further appearing to the court that said defendant,, has heretofore replevied the fund from the said, garnishee, by giving bond in the sum of dollars, with and

as his sureties, payable to the plaintiff herein, in double the amount of plaintiff's debt, as provided by law, and conditioned for the payment of any judgment that may be rendered against the said garnishee in this suit, which bond was properly approved by this court and filed among the papers in this cause on the . . . day of . . . , A. D. 19. . , and that the said garnishee, before judgment herein, in obedience to the law, paid said sum of dollars to the said , defendant, owing by said garnishee to him:

It is therefore considered, adjudged and decreed by the court that plaintiff, , have and recover of and from the said , garnishee, judgment for the sum of dollars for his debt and the further sum of dollars for his costs, and all costs in this behalf expended, but that no execution issue herein against said garnishee.

R. S. Art. 225 (191).

The court in *Plowman v. Eastman*, 39 S. W. R. 171, holds that when the defendant replevies the fund in the hands of the garnishee, as conditioned by law, the garnishee is a nominal party to the suit, and judgment may be rendered against him for the amount due, showing that the fund had been replevied, but no execution should be awarded against him, so that he may be fully protected by the bond. The plaintiff, when said funds have been replevied, may make the sureties on the bond parties to said suit, by having them duly cited to appear and answer therein, or he may sue independently on the bond. If the defendant, after he replevies the fund, fails to make any defense in the garnishment suit, he nor his bondsmen can reopen the issues in the suit on the bond.

McCoslin et al. v. David, 54 S. W. R. 404.

See *Seinsheimer v. Flanagan*, 44 S. W. R. 30; *Tinsley v. Ardrey*, 64 S. W. R. 805.

GUARDIANSHIP.

R. S. Arts. 2550-2800 (2469-2718).

No. 341.

APPLICATIONS FOR LETTERS OF GUARDIANSHIP.

The State of Texas, County of In County Court of
County, Texas, Term, A. D. 19. .

To the Honorable County Court of said County:

Now comes , who resides in County, Texas, and shows to the court that is a boy and a minor about years of age, residing in the said county of and is without any lawful guardian of his person or estate. That said minor is

entitled to an estate, both real and personal, which is situated in the said county of, of the probable value of dollars. That the parents of the said minor are both deceased;, the father of said minor, survived the mother of said minor, and at the time of his death resided in the county of, aforesaid, and that your applicant is in no way disqualified and is a proper person to act as guardian of the person and estate of said minor.

Wherefore he prays that notice of his application be given as required by law, and that he be appointed guardian of the person and estate of said minor.

R. S. Art. 2569 (2488).
.....

The above application will be varied to suit the circumstances, where application is made by parent, guardian of the person or estate, persons of unsound mind or habitual drunkards.

Temporary Guardians — 29th Leg. Reg., Ses. (1905), p. 18.

No. 342.

APPLICATION FOR TESTAMENTARY LETTERS OF GUARDIANSHIP.

The State of Texas, County of In County Court of
County, Texas,, A. D. 19..

To the Honorable County Court of said County:

Now comes and shows that, deceased, having survived his wife,, by his last will, which has been regularly probated in said county of, appointed your petitioner guardian of the person and estate of, their child, now about . . . years of age, and provided that your petitioner should not be required to give bond, and that said minor is entitled to no estate other than that derived from said testator.

Wherefore he prays that citation issue, and that he be appointed guardian of the person and estate of said minor, in accordance with the provisions of said will.
.....

No. 343.

FORM OF INFORMATION ALLEGING PERSON TO BE OF UNSOUND MIND.

The State of Texas, County of In the County Court of County, Texas, Term, A. D. 19..

To the Honorable Judge of said Court:

Now comes, who resides in County, Texas, and here now informs the court that is of unsound mind, and is without a guardian, to the best of the knowledge and belief of this informant.

Wherefore he prays the court to issue a warrant to the proper officer commanding him to bring the said before the court at a time and place to be named in the warrant, and if upon a trial it shall be found that the said is of unsound mind, that the court appoint a guardian of the person and estate of him, the said.....

Subscribed and sworn to before me, this ... day of, A. D. 19.. (Seal.)

R. S. Art. 2737 (2655).

Who are entitled in case of person of unsound mind, etc. R. S. Art. 2583 (2502).

The county judge, upon satisfactory information, shall, either in term time or in vacation, issue a warrant to the proper officer, etc R. S. Art. 2735 (2653).

No. 344.

CITATION.

The State of Texas. To the Sheriff or any Constable of County — Greeting:

You are hereby commanded to cite all persons interested in the welfare of, a minor, to appear at the next regular term of the County Court of County, to be holden at the courthouse thereof, in the city of on the first Monday in, A. D. 19.., the same being the day of A. D. 19.., and contest, if they see proper to do so, the application of, which has been filed in said court, for the guardianship of the person and estate of said, a minor.

Herein fail not, but have you before said court at next term thereof,

this writ, with your return thereon, showing how you have executed the same.

Witness, Clerk of the County Court of County.

Given under my hand and the seal of said court, at office in the city of, this day of, A. D. 19..

.
Clerk of County Court, County.
By, Deputy.

R. S. Art. 2570 (2489).

No. 345.

CITATION TO MINOR FOURTEEN YEARS OF AGE.

The State of Texas. To the Sheriff or any Constable of County — Greeting:

You are hereby commanded to summon, a minor, fourteen years of age, to appear before the County Court of County, to be held in, at the courthouse of said county, on the Monday in next, being the day of, A. D. 19.., then and there to answer the application of, which has been filed in said court, and show cause, if any . . he . . can, why said should not be appointed guardian of person and estate.

Herein fail not, but of this writ make due return as the law directs, showing how you have executed the same.

Given under my hand and official seal at my office in Texas, this day of, A. D. 19..

(Seal.)

.
Clerk County Court, County, Texas.
By, Deputy.

R. S. Art. 2573 (2492).

No. 346.

WAIVER OF CITATION AND SELECTION OF GUARDIAN BY MINOR OVER FOURTEEN.

No. Guardianship of a Minor. Application for Guardianship in County Court of County, Texas.

And now comes, the minor mentioned in the application for guardianship, being over fourteen years of age, and waives the issuance of citation by personal service, and makes choice of, as guardian of his person and estate.

R. S. Art. 2573 (2492).

No. 347.

ORDER APPOINTING GUARDIAN FOR MINOR UNDER FOURTEEN YEARS OF AGE.

No. Guardianship of, a Minor. In County Court of County, Texas, Term, A. D. 19..

On this the day of, A. D. 19.., came on to be heard the application of, for letters of guardianship on the person and estate of, a minor, under fourteen years of age; and it appearing to the court that due notice of said application has been given, and that said minor has no lawful guardian of his person or estate, and that the said is qualified to receive letters of guardianship:

It is therefore ordered by the court that the said be and is hereby appointed guardian of the person and estate of the said, and that letters of guardianship issue to him on his giving bond in the sum of dollars (double the estimated value of the property), payable and conditioned as required by law, and taking the oath within twenty days.

It is further ordered by the court that, and be and are hereby appointed appraisers to make due appraisal of said estate, and make due return of same to this court.

R. S. Art. 2590 (2509).

No. 348.

GUARDIAN'S BOND.

The State of Texas, County of In County Court, County, Texas.

Know all men by these presents, that we,, as principal, and and and, as sureties, are held and firmly bound unto, county judge of the county of, and his successors in office, in the sum of dollars, conditioned that the above bound, who has been appointed by the County Court of County, guardian of the person and estate of, a minor, will faithfully discharge the duties of guardian of the person and estate of the said minor according to law.

Witness our signatures this day of A. D. 19..

.....
.....
.....
.....

R. S. Art. 2600 (2519).

Approved this day of, A. D. 19..

.....
County Judge, County, Texas.

The State of Texas, County of

I,, do solemnly swear that I will faithfully discharge the duties of guardian of the person and estate of, a minor, according to law.

[Signed]
Guardian.

Sworn to and subscribed before me, this ... day of, A. D. 19..
.....
.....

R. S. Art. 2598 (2517).

Bond of the person and estate or estate must be double the estimated value of the estate. Bond of the person, amount fixed by the court not exceeding \$1,000.

Art. 2601 (1879). Surety companies amended by 26th Leg. (1899), p. 229.

No. 349.

INVENTORY AND APPRAISEMENT.

No. Guardianship of, a Minor. In County Court of County, Texas, Term, A. D. 19..

And now comes, guardian of the person and estate of, a minor, and returns to the court an inventory of all the property, real and personal, belonging to the estate of his said ward that has come to his knowledge, which he has caused to be appraised. And he also attaches hereto a list of the claims due and to become due to said estate.

INVENTORY AND APPRAISEMENT.

REAL ESTATE.

..... acres of land, situated in County, Texas,
..... survey, appraised at \$ per acre \$

PERSONAL ESTATE

..... head of cattle, valued at \$ per head \$
..... head of horses, valued at \$ per head \$
Lot of household furniture, valued at \$, \$
Etc., etc.

The State of Texas, County of

Before me, the undersigned authority, on this day personally appeared, and, who, being by

me duly sworn, states on oath that the foregoing is a true and correct appraisalment of the property belonging to the estate of , a minor, according to the best of their information and belief.

.....
.....
.....

Sworn to and subscribed before me, this ... day of, A. D. 19..
(Seal.)
R. S. Art. 2612 (2531).

LIST OF CLAIMS.

....., note, dated day of, A. D. 19.., due
.... day of, A. D. 19.., for the sum of \$......,
with 10 per cent interest from date..... \$......
....., account dated day of, A. D. 19.., due
.... day of, A. D. 19..... \$......

I,, guardian of the estate of, do solemnly swear that the inventory and list of claims annexed hereto are a true and perfect inventory and list of all the property, real and personal, belonging to said estate that has come to my knowledge.

.....

Sworn to and subscribed before me, this ... day of, A. D. 19..
(Seal.)
R. S. Art. 2613 (2532).

Must be made and returned to the court within thirty days after guardian has taken the oath and bond.
R. S. Art. 2612 (2531).

No. 350.

FORM OF ORDER APPROVING INVENTORY, APPRAISEMENT AND LIST OF CLAIMS.

No..... Guardianship of, a Minor. In County Court of County, Texas, Term, A. D. 19..

This the day of, A. D. 19.., came on to be considered the report of the inventory, appraisalment and list of claims of the estate of, a minor, made by, and, who have heretofore been appointed by the court to appraise said estate, and the court having examined the same, it is ordered by the court that said report be and it is hereby in all respects approved.

.....
County Judge of County, Texas.

No. 351.

FORM OF AFFIDAVIT OF CLAIMANT.

The State of Texas, County of

Before me, the undersigned authority, on this day personally appeared owner of the above and foregoing claim, who, having been by me duly sworn, on his oath says that the said claim is just, and 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 counterclaims known to the affiant which have not been allowed, and that the sum claimed is justly due.

.....

Subscribed and sworn to before me, this ... day of, A. D. 19..

(Seal.)

.....

R. S. Art. 2704 (2622).

No. 352.

FORM OF AFFIDAVIT BY OFFICER OF CORPORATION, EXECUTOR, ETC.

The State of Texas, County of

Before me, the undersigned authority, on this day personally appeared (here state capacity of affiant), who, having been by me duly sworn, on his oath says that he has made diligent inquiry and examination, and that he does verily believe that nothing has been paid and delivered toward the satisfaction of such claim, except the amount credited (if any); that there are no counterclaims which have not been allowed, and that the sum claimed is justly due.

.....

Subscribed and sworn to before me, this the ... day of A. D. 19..

(Seal.)

.....

R. S. Art. 2707 (2625).

No. 353.

ALLOWANCE OR REJECTION OF CLAIM.

The State of Texas, County of

I,, guardian of the estate of a minor, finding upon an examination of the within claim (or of the foregoing claim annexed hereto, as the case may be, describing the same) presented to me on the ... day of, A. D. 19., by, as a claim against said estate, that it is duly authenticated, and be-

lieving from the facts relating thereto, that it is just and owing (or that is not just or owing, as the case may be), do hereby allow the same (or reject the same, as the case may be) as a valid claim for the full amount thereof.

.....
Guardian.

R. S. Art. 2709 (2627).

When a claim or any part thereof has been rejected by the guardian, suit should be instituted within ninety days thereafter to establish the same.

R. S. Art. 2711 (2629).

After claim has been presented and allowed, claimant shall present it to the clerk of the court in which the guardianship is pending, who shall enter it upon the claim docket.

R. S. Art. 2713 (2631).



No. 354.

APPROVAL OF CLAIM.

The State of Texas, County of

I,, judge of the county court of said county, finding, upon the examination of the foregoing claim (here describe the claim, giving amount, date, etc.), that it has been duly authenticated, as required by law, and allowed by, guardian of the estate of, a minor, as a valid claim against the estate of said minor, in favor of, and perceiving no error therein, do hereby approve the allowance, made as aforesaid, classing said claim as number, this the day of, A. D. 19..

.....

Judge of County Court, County, Texas.

R. S. Art. 2714 (2632).

The order of approval or disapproval of a claim has the force and effect of a judgment.

R. S. Art. 2717 (2635).

The approval or disapproval of the claim by the court may be appealed from by the claimant or any person interested in a ward, to the district court of said county, as in the case of any other judgment.

R. S. Art. 2718 (2636).

No. 355.

ORDER ESTABLISHING CLAIM.

No. Guardianship of, a Minor. In County Court
of County, Texas, Term, A. D. 19..

On this the day of, A. D. 19.., came on for examination
the claim of, against the estate of the said minor, for the
sum of dollars, with interest from the day of,
A. D. 19.., at the rate of per cent per annum. And it appearing
to the court that the said claim has been accepted by, the
guardian of said minor, and that the same is just, it is ordered that the
said claim be and is approved for the sum of dollars, with interest
from this date at the rate of per cent per annum.

R. S. Art. 2714 (2632).

No. 356.

APPLICATION FOR PAYMENT OF CLAIM.

No. Guardianship of, a Minor. In County Court
of County, Texas, Term, A. D. 19..

Now comes and respectfully shows to the court that he
is the owner and holder of a claim against the estate of,
a minor, for the sum of dollars, established on the day of
....., A. D. 19.., by an order of this court, and bears interest from
said date at the rate of per cent per annum.

That, the guardian of said minor, has funds in his
hands sufficient to pay off said claim, but he refuses so to do.

Wherefore he asks for an order of the court requiring said
to pay his said claim.

R. S. Art. 2731 (2649).

No. 357.

ORDER REQUIRING GUARDIAN TO PAY CLAIM.

No. Guardianship of, a Minor. In County Court
of County, Texas, Term, A. D. 19..

On this the day of, A. D. 19.., came on to be heard the
application of, to require, the guardian of
said, a minor, to pay his claims; and it appearing to the
court that the said is the owner and holder of an estab-
lished claim for the sum of dollars with interest from the
day of, A. D. 19.., at the rate of per cent per annum; and

it further appearing that there is in the hands of the said, guardian as aforesaid, funds sufficient to pay off said claim, it is ordered that the said, guardian as aforesaid, do pay off and discharge the said claim of out of the funds in his hands.

R. S. Art. 2731 (2649).

No. 358.

AFFIDAVIT OF DEMAND AND REFUSAL.

No. Guardianship of, a Minor.

Before me, the undersigned authority, on this day came, who, being by me duly sworn, states that on the day of, A. D. 19.., he made due demand of, guardian of, a minor, for the payment of his claim against the estate of said minor, which the said was ordered by the court, on the day of, A. D. 19.., to pay, to wit, the sum of dollars, with . . . per cent interest from the day of, A. D. 19..; and that the said refused to pay the same, and still refuses and neglects so to do.

Wherefore affiant asks for an execution against the property of the said therefor.

.

Sworn to and subscribed before me, this day of, A. D. 19..
(Seal.)

R. S. Art. 2732 (2650).

Upon the filing of above affidavit the clerk shall issue an execution against the property of said guardian for the amount ordered paid claimant.

No. 359.

APPLICATION TO INVEST MONEY.

No. Guardianship of, a Minor. In County Court of County, Texas, Term, A. D. 19..

To the Honorable, Judge of said Court:

Now comes, guardian of the person and estate of, a minor, and respectfully shows the court that there is in his hands dollars in money belonging to said ward beyond what is necessary for the education and maintenance of said ward, and would further show that he has an opportunity of investing said funds in the bonds of the United States, etc. (here describe the bonds or the nature of the investment. Said funds under the order of the court may

be invested in the bonds of the United States or of the State of Texas, or may be loaned for the highest rate of interest that can be obtained therefor).

Wherefore he asks the court that he may be authorized to make such investment.

.....
Guardian.

R. S. Art. 2639 (2558).

Note and mortgage shall be given for money loaned.

R. S. Art. 2640 (2559).

Application may also be made by the guardian for the investment of the surplus money of the ward in real estate.

R. S. Art. 2641 (2560).

No. 360.

FORM OF ORDER AUTHORIZING INVESTMENT IN REAL ESTATE.

No. Guardianship of, a Minor. In County Court of County, Texas, Term, A. D. 19..

On this the day of, A. D. 19.., came on to be heard the application of, guardian of the estate of, a minor, for an order authorizing him to invest surplus money of the said minor on hand in real estate; and it appearing to the court that due notice thereof has been given as required by law, and as the court is satisfied that the investment will be beneficial to said minor, it is therefore ordered that, guardian as aforesaid, be and he is hereby authorized to invest any surplus money of said minor on hand in the following described tract or parcel of land, to wit (here describe the land), on the following terms, to wit (giving such directions as the court may think it advisable to make).

R. S. Art. 2643 (2562).

Contract made under order of the court for the investment of money in real estate shall be reported in writing to the court and approved by the court.

R. S. Art. 2644 (2563).

No. 361.**FORM OF ORDER CONFIRMING CONTRACT OF INVESTMENT OF MONEY
IN REAL ESTATE.**

No. Guardianship of, a Minor. In County Court
of County, Texas, Term, A. D. 19..

On this the day of, A. D. 19.., came on to be heard in
the guardianship of, a minor, the report of,
guardian of said minor, of investment of dollars, money of said
minor, in the following described tract or parcel of land, to wit: (here
describe the land), on the following terms, to wit: (here give the terms
and conditions of the investment), in obedience to the order of this
court made on the day of, A. D. 19.., at a regular term
of court, and duly entered upon the minutes of this court as required
by law; and the court having inquired fully into the same, and being
satisfied that the investment will benefit the estate of said minor,
....., and that the title of the said real estate is valid and un-
incumbered, it is therefore ordered, adjudged and decreed by the court
that said report of contract of investment be and the same is hereby
in all respects approved and confirmed, and that the said,
guardian of the estate of, a minor, as aforesaid, be and
he is hereby authorized to pay the said sum of money belonging to the
estate of said minor to, upon his compliance with the
terms of said contract of investment, and after this order has been
entered upon the minutes of this court.

R. S. Art. 2644 (2563).

Title to said real estate shall be made to said ward, and such real
estate shall be inventoried, appraised, managed and accounted for by
the guardian as other real estate of the ward.

R. S. Art. 2645 (2564).

No. 362.**APPLICATION FOR SALE OF PERSONAL PROPERTY.**

No. Guardianship of, a Minor. In County Court
of County, Texas, Term, A. D. 19..

To the Honorable, Judge of said Court:

Now comes, guardian of the person and estate of
....., a minor, and respectfully shows to the court that the
following personal property on hand belonging to said estate is liable
to perish, waste or deteriorate in value (or that it will be an expense or
disadvantage to the estate to keep the same on hand), to wit:
(here describe the property).

Wherefore the guardian asks for an order of the court requiring him to sell said property at public or private sale for cash, or on credit not exceeding six months, as he may deem most to the advantage of said estate.

.....
Guardian.

R. S. Art. 2651 (2570).

No. 363.

APPLICATION FOR SALE OF STOCK ON THE RANGE.

No. Guardianship of, a Minor. In County Court of County, Texas, Term, A. D. 19..

To the Honorable, Judge of said Court:

Now comes, guardian of the person and estate of, a minor, and respectfully represents to the court that there are about head of cattle belonging to said estate running in (here give the location), which he is unable to collect or command.

Wherefore he asks that the same be sold at public auction on a credit of twelve months, secured as the law requires.

Sworn to and subscribed before me, this ... day of, A. D. 19..
(Seal.)

R. S. Art. 2652 (2571).

No. 364.

APPLICATION FOR SALE BY OWNER OF CLAIM.

No. Guardianship of, a Minor. In County Court of County, Texas, Term, A. D. 19..

To the Honorable, Judge of said Court:

Now comes, who is a resident of the county of, complaining of, guardian of the person and estate of, a minor, and respectfully shows to the court that your petitioner is the owner and holder of a claim against the said minor's estate for the sum of dollars, which said claim has been duly established and approved by an order of the court made and entered on the day of, 19.., and bears interest from said date at the rate of per cent per annum.

That it appears that there are no funds in the hands of said guardian sufficient for the payment of said claim and there is no personal property belonging to said estate unsold.

Wherefore your petitioner asks that citation issue as required by law to all persons interested, and that said guardian be cited to appear and show cause why an order should not be made requiring him to sell real estate for the payment of said claim, and to present to the court an exhibit under oath showing fully the condition of said estate.

R. S. Art. 2653 (2572).

No. 365.

APPLICATION FOR SALE OF REAL ESTATE BY GUARDIAN.

No. Guardianship of, a Minor. In County Court of County, Texas, Term, A. D. 19..

To the Honorable, Judge of the County Court of County, Texas:

This, the application of, guardian of the person and estate of, a minor, would respectfully show that it is necessary to sell a portion of the real estate of said ward for the education and maintenance of said ward (or for the payment of the debts against said estate), for this: that all of the personal property belonging to said estate has been sold, and the proceeds of the sale thereof and of previous sales of land are insufficient therefor, and he refers to the sworn exhibit hereto attached and made a part of this application to show more fully the necessity for said sale.

Your applicant would further show that it would be more advantageous to the estate of said ward to sell the following described real estate, to wit:; and further, that sale should be made at private sale, partly for cash and partly on a credit.

Wherefore he asks that citation issue as required by law, and for an order authorizing him to make sale of the above described land, and that all further and necessary orders be made in the premises.

R. S. Art. 2654 (2573).

Citation shall be issued and posted for at least twenty days before the first day of the term to which same is returnable.

R. S. Art. 2656 (2575).

No. 366.

FORM OF EXHIBIT ACCOMPANYING APPLICATION FOR SALE OF REAL ESTATE.

No. Guardianship of, a Minor. In County Court of County, Texas, Term, A. D. 19..

Statement of the condition of the estate of, a minor, by, guardian:

MONEY RECEIVED SINCE APPOINTMENT OF GUARDIAN.

Date..	On What Account Received.	Amount.
....., 19..	To proceeds of acres of land sold to,	\$.....
....., 19..	To rents on said land for year 19 ..,	\$.....
....., 19..	To proceeds head of horses sold	\$.....
Total receipts		\$.....

MONEY EXPENDED SINCE APPOINTMENT OF GUARDIAN.

Date.	On What Account Expended.	Amount.
....., 19..	By costs of court,, Vou. 1..	\$.....
....., 19..	By attorney's fees	\$.....
....., 19..	By allowance for support of said minor ...	\$.....
Total expenditures		\$.....
By balance on hand		\$.....

CLAIMS ALLOWED AND UNPAID.

Note for \$....., in favor of, for, dated day of, A. D. 19.., allowed day of, A. D. 19.., with per cent interest from date. \$.....

CLAIMS REJECTED.

(Here describe claim) \$.....
Not sued on.

CONDITION OF SAID ESTATE.

Balance in money on hand \$.....
 Note, dated day of, A. D. 19.., due day of, A. D. 19.., with ... per cent interest from date \$.....
 The farm of ward, consisting of acres, and is now rented for \$.....
 (Here state such other facts that may be necessary, showing fully the condition of said estate.)

The State of Texas, County of

Before me, the undersigned authority, on this day personally appeared, guardian of the estate of, a minor, who, being by me duly sworn, states on oath that the above and foregoing instrument in writing is a true and correct exhibit showing fully the condition of said estate.

.....

Subscribed and sworn to before me, this the day of, A. D. 19..

(Seal.)

.....

R. S. Art. 2654 (2573).

No. 367.

CITATION ON APPLICATION TO SELL REAL ESTATE.

The State of Texas. To the Sheriff or any Constable of County — Greeting:

You are hereby commanded to cause to be posted, for twenty days, exclusive of the day of posting, before the return day hereof, in three of the most public places in County, one of which shall be at the courthouse door, and no two of which shall be in the same city or town, copies of the following citation:

The State of Texas, County of In the County Court, Term, A. D. 19..

To all persons interested in the welfare of, a minor:

Know ye, that, guardian of the estate of, a minor, having on the day of, A. D. 19.., filed in the County Court of County, Texas, his application to sell the following described land belonging to said minor, lying, being and situate in the county of, State of Texas, to wit:

Now therefore these are to notify you, and each of you, who are interested in the welfare of said minor, to be and personally appear at the next regular term of the honorable county court, to be holden thereof at the courthouse in the of, on the Monday in, A. D. 19.., same being the day of said month, and then and there to show cause why such application should not be granted.

Herein fail not, but of this writ make due return, showing how you have executed the same.

Witness my hand and official seal this day of, A. D. 19.. (Seal.)

Clerk County Court, County, Texas.
By, Deputy.

R. S. Art. 2656 (2575).

No. 368.

SHERIFF'S RETURN ON ABOVE CITATION.

Came to hand on the . . . day of, A. D. 19.., at . . . o'clock . . m., and executed on the . . . day of, A. D. 19.., by posting a copy of the within citation at three of the most public places in the county of, one of which was at the courthouse door of said county, another at, and another at, no two of which places are in the same city or town. The distance actually traveled in the execution of such process is miles.

.....
 Sheriff of County, Texas.

By, Deputy.

Fees: Posting citations, \$.; mileage . . . miles, \$. Total, \$.

Said notices shall be posted at least twenty days before the first day of the term of the court to which such citation is made returnable.

R. S. Art. 2556 (2575).

No. 369.

ORDER OF SALE.

No. . . . Guardianship of, a Minor. In County Court of County, . . . day of, A. D. 19..

This day came on to be heard in the guardianship of, a minor, the application of, guardian of the person and estate of said minor, for the sale of real estate belonging to the said minor; and it appearing to the court that due notice of said application has been given as required by law, and that it is more advantageous to said estate to sell the land mentioned in said application, to wit: (here describe the land); and it further appearing to the court that said land ought to be sold for one-half cash (or, for cash) and the balance on a credit of twelve months, at private sale, and that it is necessary that the same should be sold for the support and maintenance of said ward:

It is therefore ordered, adjudged and decreed by the court that the said, guardian as aforesaid, sell the above described tract of land at private sale for one-half cash (or, cash, as the case may be) and the balance on a credit of twelve months, secured as the law directs, and that he make due report of said sale at the present term of this court in accordance with law.

R. S. Art. 2660 (2579).

No. 370.**FORM OF NOTICE OF SALE BY GUARDIAN.**

No. Guardianship of, a Minor. In County Court
of County, Texas, day of, A. D. 19..

Notice is hereby given that I,, guardian of the estate
of, a minor, will, on the day of, A. D. 19..,
being the first Tuesday of said month, at, in the county of
....., State of Texas, sell at public auction to the highest bidder
the following described tract or parcel of land belonging to said estate,
to wit: (here describe the land). The terms on which I will sell said
above described land as follows, to wit: (here give the terms).

Witness my hand this the day of, A. D. 19..

.....
Guardian of the Estate of, a Minor.

R. S. Art. 2666 (2585).

Guardians' sales governed by same rules as execution sales.

R. S. Art. 2666 (2585).

Notice of private sale not required.

R. S. Art. 2667 (2586).

No. 371.**REPORT OF SALE.**

No. Guardianship of, a Minor. In County Court
of County, Texas, day of, A. D. 19..

To the Honorable, Judge of said Court:

Now comes, guardian of the said minor,,
and respectfully report to the court, that in obedience to an order of this
court made and entered in said guardianship on the day of,
A. D. 19.., he sold (if at public auction, state: at public vendue on the
first Tuesday in, A. D. 19.., being the day of, A. D.
19.., at the courthouse in the said county of, between the hours
prescribed by law; if at private sale, state: at private sale on the
day of, A. D. 19.., at, in the said county of),
the said tract of land fully described in said order of court, to wit:
..... (here describe the land), and that became the
purchaser of said land at the sum of dollars per acre, making an
aggregate of dollars for the entire tract. Said land was sold in
obedience to said order of court made on the day of, A. D.

19., as aforesaid, for one-half cash and the balance on a credit of twelve months; and the purchaser is ready to comply with said terms of sale whenever the same shall have been confirmed.

.....

Sworn to and subscribed before me, this ... day of, A. D. 19..
 (Seal.)
 R. S. Art. 2673 (2591).

Sale shall be reported in thirty days [R. S. Art. 2672 (2590)], and may be made in term time or vacation.
 R. S. Art. 2674 (2592).

No. 372.

ORDER CONFIRMING SALE.

No. Guardianship of, a Minor. In County Court of County, Texas, Term, A. D. 19..

On this the ... day of, A. D. 19.., came on to be heard in the guardianship of, a minor, the report of, guardian of said minor, of the sale of the tract of land hereinafter described, made in obedience to the order of this court made and entered on the ... day of, A. D. 19.. And it appearing to the court that the said report of sale has been filed and docketed in the manner and for the time required by law; and it further appearing upon examination that the said sale was fairly made, and in conformity with law, and that said land brought a fair price; and it further appearing that became the purchaser of said land at private sale for the sum of dollars, payable one-half in cash and the balance on a credit of twelve months to be secured as the law directs; that said sale ought to be confirmed, and that the said land is described as follows, to wit: (describe the land):

It is therefore ordered, adjudged and decreed by the court, that the said sale be and the same is in all respects approved and confirmed; and that the said report of sale be recorded by the clerk.

And it is further ordered that the said, guardian as aforesaid, make a proper conveyance of the said land to the said, upon his compliance with the said terms of sale.
 R. S. Art. 2675 (2593).

Report of sale may be acted on by the court at any time after the expiration of five days from the filing of the same.

In case of sale of personal property no conveyance is necessary, but the decree of the court confirming the sale shall vest the right and title of the ward to the property sold in the purchaser, etc.
 R. S. Art. 2677 (2595).

No. 373.

FORM OF DEED BY GUARDIAN.

The State of Texas, County of.....

Whereas, by an order of the County Court of County, sitting in matters of probate, made at the term, A. D. 19.., of said court, directing the sale of the tract of land hereinafter mentioned, belonging to the estate of, a minor, guardianship of which was then pending in said court, upon an application for an order to sell land belonging to said estate made to said court on the ... day of, A. D. 19.., I,, guardian of the estate of said minor, did, on the ... day of, A. D. 19.., sell at private sale at, in the said county of, the said tract of land to, for the sum of dollars, one-half in cash and the balance on a credit of twelve months in accordance with said order of court made on the ... day of, A. D. 19.., as aforesaid. And whereas the report of said sale having been made to said court, was, on the ... day of, A. D. 19.., at the term, A. D. 19.., of said court, in all respects approved and confirmed by the decree of said court as follows (here recite the decree of confirmation):

Now therefore in consideration of the premises and of dollars to me in hand paid by, the receipt of which is hereby acknowledged, and one note for dollars payable twelve months after date, of even date herewith, bearing ... per cent interest per annum from date, and providing for ten per cent as an attorney's fee for collection, payable to my order as guardian of said estate and executed by the said, to secure the payment of which a vendor's lien is hereby retained on the premises hereinafter described, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said, of County, in the State of, all that certain tract or parcel of land situated in the county of, and State of Texas, more particularly described as follows, to wit: (here describe the premises).

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said, his heirs and assigns forever.

Witness my hand this ... day of, A. D. 19..

.....
Guardian of the Estate of, a Minor.

No. 374.**ACKNOWLEDGMENT OF GUARDIAN'S DEED.**

The State of Texas, County of

Before me,, a notary public in and for the county of, and State of Texas, on this day personally appeared, known to me (or proved to me on the oath of), to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same, as guardian of the estate of, a minor, for the purposes and consideration therein expressed and in the capacity therein set forth.

Given under my hand and seal of office this the day of, A. D. 19..

(Seal.)

.....
Notary Public in and for County, Texas.

R. S. Art. 2678 (2596).

No. 375.**FORM OF ANNUAL ACCOUNT OF GUARDIAN.**

No. Guardianship of, a Minor. In County Court of County, Texas, Term, A. D. 19..

To the Honorable, Judge of said Court:

Now comes, guardian of the said minor,, and respectfully presents herewith his annual account with the estate of said ward for the year 19..

1. Property not previously inventoried or listed:

- a. Real estate.
- b. Personal estate.
- c. Lists of claims.

Note of for money loaned, dated day of, A. D. 19.., for the sum of \$.....

2. Changes in property:

- d. acres of land in County, Texas, mentioned in inventory, was sold by an order of the court made day of, A. D. 19.., for dollars, which will be found charged as receipts.
- e. acres of land for which suit was pending; suit finally decided in favor of ward.

3. Receipts and disbursements:

....., guardian of, a minor, in account with said ward.

TO RECEIPTS.

June 1st.	To proceeds of land sold to.....	\$.....
July 1st.	To interest of,	\$.....
		\$.....

BY DISBURSEMENTS.

19..		
August 1st.	By costs of court, Vou. 1.....	\$.....
August 2d.	By attorney's fees, Vou. 2.....	\$.....
September 1st.	By board twelve months, Vou. 3.....	\$.....
September 2d.	By loan to, Vou. 4.....	\$.....
		\$.....
	By balance on hand.....	\$.....
		\$.....
	To balance due ward.....	\$.....

4. Claims allowed and unpaid:

..... dollars in favor of, attorney fees for defending suit for land, allowed day of, A. D. 19.., with per cent interest.

5. Claims rejected:

Order of ward in favor of for buggy hire, \$....., not sued on.

6. Money and property on hand — condition and use:

f. Balance in money on hand, \$.....

g. Notes, dated day of, A. D. 19.., ... per cent from date, \$.....

h. The farm of ward, which is in good condition and is now rented for \$.....

i. The acres of land in County are unimproved and timber is being destroyed.

7. Other facts to show the true and exact condition of the estate. (Here state such other facts as may be necessary to show the true and exact condition of the estate.)

The State of Texas, County of

Before me, clerk of the county court (or notary public, as the case may be), of County, Texas, personally came, guardian of the person and estate of, a minor, who, being duly sworn, states on oath that the foregoing account contains a correct and complete statement of the matters to which it relates.

.....

Subscribed and sworn to before me, this ... day of, A. D. 19.. (Seal.)

Clerk of County Court (or Notary Public) County, Texas. R. S. Art. 2684 (2602).

The guardian of an estate shall annually return to the court his account as set forth in above article.

The guardian of the person, where there is a separate guardian of the estate, shall annually return to the court an account, supported by his affidavit, showing the items of expenditure since the last account for the education and maintenance of the ward.

Art. 2683 (2601).

FORM OF FINAL ACCOUNT OF GUARDIAN.

See Form No. 81 (under Administration.)

R. S. Art. 2765 (2683).

No. 376.

NOTICE ON ANNUAL ACCOUNT OF GUARDIAN.

The State of Texas. To the Sheriff or any Constable of
County — Greeting:

You are hereby commanded to cause to be posted for twenty days, exclusive of the day of posting, before the return day hereof, on the courthouse door of said county, a copy of the following notice:

The State of Texas, to All Persons Interested in said Minor

....., guardian of the estate of said minor,, has filed in the county court of County, Texas, an annual account of the condition of the estate of said minor, for the year ending on the day of, A. D. 19.., which will be heard by our said county court on the Monday in, A. D. 19.., the same being the day of, A. D. 19.., at the courthouse of said county in, at which time all persons interested in said minor may appear and contest said annual account, should they desire to do so.

Herein fail not, but have you before said court on the said first day of the next term thereof, this writ, with your return thereon, showing how you have executed the same.

Witness, Clerk of the County Court of County.

Given under my hand and seal of said court at office in, this the day of, A. D. 19..

.....
Clerk County Court, County, Texas.

By, Deputy.

R. S. Art. 2686 (2604).

Shall be posted for twenty days as in Form No. 370.

No. 377.**ORDER APPROVING ANNUAL ACCOUNT.**

No. Guardianship of, a Minor. In County Court of
 County, Texas, Term, A. D. 19..

On this the day of, A. D. 19.., came on to be heard for examination the annual account of, guardian of the said, a minor; and it appearing to the court that due notice has been given of the filing thereof, and that the same has been continued for a term of the court as required by law; and it further appearing upon examination that the said account is correct and shows a true balance due said ward of dollars: It is therefore ordered that the said account be and is hereby approved, and the same, together with the accompanying vouchers, be recorded by the clerk.

R. S. Art. 2688 (2606).

When an annual account is presented it shall be filed, and the filing thereof noted in the case upon the judge's docket, and without being acted on shall be continued until the second regular term of the court thereafter.

Art. 2685 (2603).

No. 378.**FORM OF APPLICATION TO RESIGN AS GUARDIAN.**

No. Guardianship of, a Minor. In County Court of
 County, Texas, this day of, A. D. 19..

Now comes, guardian of the estate of the said minor,, and states to the court that he wishes to resign as such guardian, and he here now files with this application a full and complete account of the condition of the estate of said minor, and of his guardianship, verified by affidavit as required by law.

.....
 Guardian.

R. S. Art. 2692 (2610).

Citation shall issue to all persons interested in such guardianship, and shall be published once a week for three successive weeks in some newspaper in the county, if there be one regularly printed therein; if not, then such citation shall be posted for at least twenty days before the return term thereof.

R. S. Art. 2694 (2612).

No. 379.

FORM OF ACCOUNT OF GUARDIAN, ACCOMPANYING APPLICATION TO RESIGN.

No. Guardianship of, a Minor. In County Court of
 County, Texas, this day of, A. D. 19..

Hon., Judge of said Court:

....., guardian of the said minor,, would respectfully present herewith a full and complete account of the condition of the estate of said minor and of his guardianship, as follows, to wit:

MONEY RECEIVED SINCE MY APPOINTMENT.

Date.	On What Account Received.	Amount.
....., 19..	To proceeds of acres of land sold to....	\$......
....., 19..	To rents on said land for year 19.....,	\$......
....., 19..	To proceeds head of horses sold.....	\$......
Total receipts		\$......

MONEY EXPENDED SINCE MY APPOINTMENT.

Date.	On What Account Expended.	Amount.
....., 19..	By cost of court, Vou. 1.....	\$......
....., 19..	By attorney's fees	\$......
....., 19..	By allowance for support of said minor.....	\$......
Total expenditures		\$......
By balance on hand.....		\$......

CLAIMS ALLOWED AND UNPAID.

Note for \$......, in favor of, for, dated
 day of, 19.., allowed day of,
 19.., with per cent interest..... \$......

CLAIMS REJECTED.

(Here describe claim)..... \$......
 Not sued on.

CONDITIONS OF THE AFFAIRS OF THE ESTATE.

Balance in money on hand..... \$......
 Note, dated day of, A. D. 19.., due
 day of, 19.., with per cent interest from..... \$......
 The farm of ward consisting of acres, and is now
 rented for \$......
 (Here state such other facts that may be necessary to show a full and exact understanding of the guardianship.)

The State of Texas, County of

Before me, the undersigned authority, on this day personally appeared, guardian of the person and estate of, a minor, who, being by me duly sworn, states on oath that the above and foregoing account contains a full and complete statement of the matters to which it relates.

.....

Sworn to and subscribed before me, this the ... day of, A. D. 19..

(Seal.)

.....

R. S. Arts. 2695-2765 (2610-2683).

No. 380.

FORM OF ORDER UPON APPLICATION AND ACCOUNT OF GUARDIAN.

No. Guardianship of, a Minor. In County Court of County, Texas, ... day of, A. D. 19..

This day came on to be heard the application of guardian of the estate of, a minor, accompanied by an account showing the condition of said estate and guardianship duly verified as required by law; and it appearing to the court that due notice thereof has been given as the law requires, and the court having examined said account, and heard all proof that was offered in support of the same, and all objections, exceptions and proof offered against the same, it appears to the court that he, the said, guardian of the estate of said minor, has accounted for all of said estate according to law, it is therefore ordered that said account be and it is hereby in all respects approved, and he, the said, is hereby directed to deliver the estate of the said minor,, remaining in his possession, to, who is qualified by law to receive it.

.....

County Judge of County, Texas.

R. S. Art. 2695 (2613).

The above form can be varied for guardian of the person, or person and estate, as the case may be.

No. 381.**FORM OF ORDER DISCHARGING GUARDIAN.**

No. Guardianship of, a Minor. In County Court of
 County, Texas, Term, A. D. 19..,
 this day of, A. D. 19..

It appearing to the court that, guardian of the estate
 of, a minor, has delivered the estate of the said minor in
 accordance with the order of this court made on the day of,
 A. D. 19.., and entered upon the minutes of this court, to,
 and has produced to the court satisfactory evidence of that fact, it is
 therefore ordered that the resignation of him, the said,
 guardian of the estate of said minor, be and it is here now accepted; and
 it is also ordered that he, the said, be and he is hereby
 discharged from the guardianship of said estate as guardian thereof.

.....
 County Judge of County, Texas.

R. S. Art. 2695 (2613).

No. 382.**FORM OF ORDER REMOVING GUARDIAN.**

No. Guardianship of, a Minor. In County Court of
 County, Texas, Term, A. D. 19..,
 this day of, A. D. 19..

This day came on to be heard the motion of, filed in
 this court on the day of, A. D. 19.., for the removal of
 from the guardianship of the estate (or person, or person
 and estate, as the case may be) of, a minor; and it ap-
 pearing to the court that due notice of said motion has been given as
 required by law; and it appearing to the court that he, the guardian of
 the said estate of, a minor, has become of unsound mind
 (or, here state some other legal cause), it is therefore ordered by the
 court that he, the said, guardian as aforesaid, be and he
 is hereby removed from the guardianship of the estate of the said
 minor. It is further ordered by the court that he sur-
 render his letters of guardianship of said estate to this court, and that
 he account for all the property of every kind belonging to the said estate
 of, minor, and that he deliver all the property of every
 kind belonging to the estate of him, the said, minor, at
, in the county of, on the day of, A. D.
 19.., to, who has been duly appointed guardian of the
 estate of him, the said, minor, and who has duly qualified

as such guardian in the place of him, the said, hereby removed from said guardianship. (The manner of delivery can be stated in order).

R. S. Art. 2697 (2615).

Guardian can be removed with or without motion.

The above form can be varied for removal of guardian without notice.

R. S. Art. 2696 (2614).

No. 383.

CITATION ON APPLICATION FOR DISCHARGE OF GUARDIAN.

The State of Texas, County of No.

To the Sheriff or any Constable of County — Greeting:

., guardian of the estate of the minor, having filed in our county court his final account of the condition of the estate of said minor together with an application to be discharged from the said guardianship:

You are hereby commanded to summon the said (here state the name of said minor), if to be found in your county, to be and appear at the next regular term of the county court to be held in and for the county of at the courthouse thereof in, on the Monday in, A. D. 19.., and contest said account if he see proper to do so at said term, A. D. 19..

Witness my hand and seal of office at, this . . . day of, A. D. 19..

.....
Clerk County Court, County, Texas.

By, Deputy.

R. S. Art. 2767 (2685).

This comes under chapter 18, final settlement, when the ward dies, or minor arrives at the age of twenty-one, etc.

No. 384.

FORM OF APPEAL BOND IN GUARDIANSHIP.

The State of Texas, County of : No. Guardianship of, a Minor.

Whereas, in a certain proceeding in the County Court of, sitting in matters of probate, in the estate of, a minor, the following judgment was rendered (here set out the judgment), from which judgment has appealed to the District

Court of County, Texas, and given notice of said appeal, an entry whereof has been made of record in said county court, and the amount of bond to be given has been fixed by said court at dollars: Now therefore we,, as principal, and : and, as sureties, acknowledge ourselves bound to pay, county clerk of County, Texas, and his successors in office, the sum of dollars conditioned that, the appellant, shall perform the orders and judgment which the district court may make therein in case the decision be against him, the said, appellant.

Witness our hands this the day of, A. D. 19

.

Approved this the day of, A. D. 19

.
 Clerk County Court, County, Texas.

R. S. Art. 2794 (2712).

No. 385.

FORM OF ORDER APPROVING FINAL ACCOUNT OF GUARDIAN.

No. . . . Guardianship of, a Minor. In County Court of County, Texas, Term, A. D. 19
 day of, A. D. 19

This day came on to be considered, in the guardianship of, a minor, the final account of, guardian of said minor, filed in this court on the day of, A. D. 19; and it appearing to the court that due notice has been given of the filing thereof as required by law, the court proceeded to examine the said account and to hear all exceptions and objections thereto, and the evidence in support of and against the account, and having fully considered the same, finds it to be fair, just and correct.

It is therefore ordered by the court that the said final account be and the same is hereby in all respects approved, and the said, guardian of said estate, is hereby directed to deliver the estate of him, the said; remaining in his, the said guardian's, hands to, who is legally authorized to receive the same, and upon his compliance with this order, he, the said guardian,, will be discharged, and that said final account, together with this order, be entered upon the minutes of this court.

R. S. Art. 2770 (2688).

No. 386.**FORM OF ORDER DISCHARGING GUARDIAN AND CLOSING GUARDIANSHIP.**

No. Guardianship of, a Minor. In County Court
of County, Texas, Term, A. D. 19.....
.... day of, A. D. 19...

On this day came on to be considered, in the guardianship of, a minor, the report of, guardian of said minor; and it appearing to the court that the said, guardian of said minor, has in all things fully complied with the order of this court made on the day of, A. D. 19.., approving his final account as guardian of said estate, and entered upon the minutes of this court, it is therefore ordered by the court that he, the said, be and he is hereby fully discharged as guardian of the estate of the said, minor; and it is also ordered that the guardianship of the estate of him, the said, minor, be and the same is hereby finally closed.

R. S. Art. 2770 (2688).

HOMESTEAD DONATIONS.

R. S. Arts. 4160-4174 (3937-3951).

No. 387.**APPLICATION FOR HOMESTEAD.**

The State of Texas, County of To, Surveyor
of said County:

Now comes, who resides in County, in the State of Texas, and respectfully represents that he has actually settled on a certain tract of land situated in County, Texas, about miles from the city of, and claims the same or one hundred and sixty acres thereof, for himself in good faith, under the laws now in force in this State granting homestead donations to actual settlers, described and designated as follows: (here describe the land): that he is without any homestead of his own, and that he believes said land is vacant and unappropriated public domain.

Wherefore he requests that a survey thereof be made by virtue of his rights aforesaid, and such other things be done by you in the premises, as may be necessary to perfect his title to said land this the day of, A. D. 19..

R. S. Art. 4162 (3939).

The State of Texas, County of

Before me, a notary public in and for, Texas, on this day personally appeared, who being by me duly sworn, upon his oath says that the facts as stated in the above and foregoing application are true and correct.

Subscribed and sworn to before me, under my official hand and seal, this the day of, A. D. 19..

(Seal.)

Notary Public, County, Texas.

R. S. Art. 4163 (3940).

The field notes, after being duly certified, mapped and recorded, shall be returned to and filed in the General Land Office within twelve months after the date of the survey.

R. S. Art. 4166 (3943).

No. 388.

AFFIDAVIT OF APPLICANT FOR HOMESTEAD.

The State of Texas, County of

Before me,, a notary public in and for County, in the State of Texas, on this day personally appeared, who, being by me duly sworn, says that he has by himself (or that he and his assignee have together), in good faith resided upon, occupied and improved a certain tract of land situated in County, Texas, about miles from the city of, designated and described in application for homestead donation made by on the day of, A. D. 19.., and in field notes thereof now on file in the General Land Office in Austin, in said State, for three consecutive years from the date of his application for a homestead donation, to wit, from the day of, A. D. 19.., being the date of the application made thereof, to the day of, A. D. 19..

Subscribed and sworn to before me, this the day of, A. D. 19..

(Seal.)

Notary Public County, Texas.

R. S. Art. 4168 (3945).

I am over twenty-one years of age, and my postoffice address is in County, Texas. I have, since the 19th day of April, A. D. 1901, purchased from the State, Public Free School and Asylum lands as follows:

Section	Township	Block	Certificate	GRANTEE	Acres	P. O. Address when each purchase was made
.....
.....
.....
.....
.....

For the purpose of securing said lands and of complying with the law regulating the sale of the same, I hereby make and subscribe to the following oath, to wit:

I,, do solemnly swear that I desire to purchase the said land for a home* that I will in good faith become in person an actual bona fide settler on some portion of the land I purchase within ninety days from the date my application is accepted,* or,* that I am now in person an actual bona fide settler thereon,* and that I am not acting in collusion with others for the purpose of buying the land for any other person or corporation, and that no other person or corporation is directly or indirectly interested in the purchase thereof.

(Signed), Applicant.

Sworn to and subscribed before me, this the day of, 19..

.....

..... County, Texas.

(Officer must not omit seal.)

OBLIGATION.

\$. Lands.

For value received, I, the undersigned, do promise to pay to the State of Texas the sum of dollars, with interest thereon as hereinafter specified, the same being for the balance of purchase money for the following described tract of land, purchased by me of the State of Texas, in accordance with the provisions of Title LXXXVII, Chapter 12A, of the Revised Civil Statutes of 1895, and the amendments thereto by the Act of May 19, 1897, and the Acts relating to the sale and lease of Public Free School and Asylum lands, approved April 19, 1901, and April 15, 1905, to wit: of Section No. Block, Township in County, surveyed for the Free School Fund by virtue of Certificate No., issued to the

* NOTE.— If applicant is now a settler on this land he must strike out words between first two stars, but if he intends to settle within ninety days he must strike out words between last two stars.

The annual interest of three per cent upon all unpaid principle, together with one-fortieth of the original principal, I am to pay or cause to be paid to the State Treasurer, at Austin, Travis County, Texas, on or before the 1st day of each November thereafter, until the whole purchase money is paid. And it is expressly understood that I am to comply strictly with all the conditions, limitations, and requirements, and am subject to and accept all the penalties contained and prescribed in the above recited Acts.

Witness my hand this day of, 190..

Postoffice

INDORSEMENT ON THE BACK.

No.

APPLICATION OF

P. O.

HOME TRACT.

SECTION	BLOCK	CERTIFICATE	ACRES
TOWNSHIP		GRANTEE	

In County . .
 Filed 19 . .
 Awarded 19 . .
 Rejected 19 . .

Commissioner General Land Office.

Roll
 Class
 Appr'm't
 Appl'n
 Obligation
 Seal
 Map
 Lease
 On Market

For the purpose of securing said lands and of complying with the law regulating the sale of the same, I hereby make and subscribe to the following oath, to wit:

I,, do solemnly swear that I desire to purchase the said land as additional to my home tract which I have applied to purchase, as follows: Section No., Block, Tsp., Certificate, Grantee in County, and* that I will in good faith become in person an actual bona fide settler on my home tract, or some portion of the land I purchase within ninety days from the date my application for my home tract is accepted,* or,* that I am now in person an actual bona fide settler on my home tract,* and that I am not acting in collusion with others for the purpose of buying the land for any other person or corporation, and that no other person or corporation is directly or indirectly interested in the purchase thereof.

(Signed), Applicant.

Sworn to and subscribed before me, this the day of, 190..

.

. County, Texas.

(Officer must not omit seal.)

OBLIGATION.

\$. Lands.

For value received, I, the undersigned, do promise to pay to the State of Texas, the sum of dollars, with interest thereon as hereinafter specified, the same being for the balance of purchase money for the following described tract of land, purchased by me of the State of Texas, in accordance with the provisions of Title LXXXVII, Chapter 12A, of the Revised Civil Statutes of 1895, and the amendments thereto by the Act of May 19, 1897, and the Acts relating to the sale and lease of Public Free School and Asylum lands, approved April 19, 1901, and April 15, 1905, to wit: of Section No., Block, Township, in County, surveyed for the Free School Fund by virtue of Certificate No., issued to the The annual interest of three per cent upon all unpaid principal, together with one-fortieth of the original principal, I am to pay or cause to be paid to the State Treasurer, at Austin, Travis County, Texas, on or before the 1st day of each November thereafter, until the whole purchase money is paid. And it is expressly understood that I am to comply strictly with all the conditions, limitations and requirements, and am subject to and accept all the penalties contained and prescribed in the above recited Acts.

Witness my hand this day of, 190..

Postoffice

* NOTE.— If applicant is now a settler on his home tract he must strike out words between first two stars, but if he intends to settle within ninety days he must strike out words between last two stars.

INDORSEMENT ON THE BACK.

No.

APPLICATION OF

P. O.

ADDITIONAL TO HOME APPLIED FOR.

SECTION	BLOCK	CERTIFICATE	ACRES
TOWNSHIP		GRANTEE	

In County.
 Filed 19..
 Awarded 19..
 Rejected 19..

Commissioner General Land Office.

Roll
 Class
 Appr'm't
 Appl'n
 Obligation
 Seal
 Map
 Lease
 On Market
 File No.

County

Appl. and oblig.

Filed 19..

Commissioner.

File Clerk.

No. 392.

THIS PROOF IS FOR THE ORIGINAL PURCHASER.

The State of Texas, County of

Before me, the undersigned authority, on this day personally appeared, who being by me duly sworn deposes and says that he is the original purchaser from the State of Texas of School Section No., Block No., in County, surveyed by virtue of Certificate No. issued to about miles from county site. That at the date of the filing of his application to purchase said land, he was in person an actual bona fide settler upon section, in good faith making his home upon same, and that from the time of filing said application he has actually in person continuously occupied and resided upon same as his home for three consecutive years; and affiant further states upon oath that within three years from his purchase of said land he erected permanent and valuable improvements upon the said section (or additional land) purchased by him of the reasonable market value of three hundred dollars, the nature and character of which are specifically described as follows, to wit:

.....
.....

Also at the same time personally appeared the three subscribing credible witnesses hereto, each of whom being by me duly sworn upon his oath deposes and says: that the facts above stated with regard to occupancy and of the three hundred dollars valuable and permanent improvements, as specified above, are within the knowledge of each, true and correct, and each for himself says upon oath that he is not either directly or indirectly interested in the land or the title thereto.

.....
Principal-
.....
.....
.....
Witnesses.

Subscribed and sworn to before me, this day of, A. D. 19..

.....

INDORSEMENT ON THE BACK.

File No. No.
..... County.

SCHOOL LAND.

PROOF OF OCCUPANCY AND IMPROVEMENTS BY ORIGINAL PURCHASER.

Filed 19..

 Commissioner.

 File Clerk.

Certificate of Occupancy issued and sent to
 day of 19..

 Commissioner.

No. 393.

THIS BLANK IS FOR THE ASSIGNEE.

The State of Texas, County of

Before me, the undersigned authority, this day personally appeared, who being by me duly sworn deposes and says that by regular transfer he is the owner of School Section No., Block No., in County, surveyed for the public free school fund by virtue of Certificate No., issued to, about miles from the county site. That, the original purchaser from the State was, at the date of the filing of his application to purchase said land, in person an actual bona fide settler upon section, and in good faith resided on and made his home upon same continuously until he sold section and that and each at the date of transfer to him became in person an actual bona fide settler thereon, and in good faith made his home thereon until he sold same; all of said occupancy and residence upon said land aggregating three consecutive years from the date of the original purchase from the State.

Affiant further states, upon his oath, that within three years from the date of original purchase from the State there was erected upon said land permanent and valuable improvements of the reasonable market value of three hundred dollars, the nature and character of which said improvements is stated and described specifically as follows, to wit: (Describe land upon which is situated improvements.)

.

Also at the same time personally appears the three subscribing credible witnesses hereto, each of whom being duly sworn upon his oath deposes and says: that the facts above stated with regard to occupancy and of the three hundred dollars valuable and permanent improvements, as specified above, are within the knowledge of each, true and correct, and

each for himself says upon oath that he is not either directly or indirectly interested in the land or the title thereto.

.....
Principal.
.....
.....
.....
Witnesses.

Subscribed and sworn to before me, this ... day of, A. D. 19..
.....

INDORSEMENT ON THE BACK.

File No. No.
..... County.

SCHOOL LAND.

PROOF OF OCCUPANCY AND IMPROVEMENTS BY ASSIGNEE.

Filed 19..
.....
Commissioner.
.....
File Clerk.

Certificate of Occupancy issued and sent to.....
.....
..... day of 19..
.....
Commissioner.

No. 394.

PROOF OF SETTLEMENT.

The State of Texas, County of

Before me, the undersigned authority, on this day personally appeared, who being by me duly sworn upon his oath says that heretofore, to wit: On the day of, A. D. 19.., he in good faith actually, in person, settled upon School Section No...., Block No., Township, Certificate, situated in the County of, Texas, about miles from, for the purpose of making his home upon the same, and that he is now in person an actual bona fide settler upon same, and is in good faith making his home upon said land.

Sworn to and subscribed before me, by, under my official hand and seal, this day of, A. D. 19..

.....
Notary Public in and for County, Texas.

The purchaser of Public School Land has ninety days from the date of the acceptance of his application within which to settle upon the land so purchased, and thirty days thereafter in which to file in the Land Office his affidavit of settlement.

Twenty-ninth Leg., Reg. Ses. (1905), page 162.

No. 395.

SCHOOL LAND DEED.

The State of Texas, County of

This indenture, made the day of, A. D. 19.., between, of the county and State aforesaid, part.. of the first part, and, of the County of and State of, part.. of the second part, Witnesseth: That the said part.. of the first part, for and in consideration of the sum ofdollars, to in hand paid by the part.. of the second part, the receipt of which is hereby acknowledged, ha.. bargained, sold and quitclaimed, and by these presents do bargain, sell, convey and quitclaim, unto the said, part.. of the second part, heirs or assigns forever, all right, title and interest in and to that certain tract of State school land situate, lying and being in County, Texas, known and described as follows:

.....

Said land sold and awarded by to on the day of, A. D. 19.., at dollars per acre the first payment to the State and all interest payments due to A. D. 19.., have been paid.

To have and to hold the above described premises, together with all the rights and appurtenances thereunto in anywise belonging unto the said, part.. of the second part, heirs and assigns forever. And the said, part.. of the second part, do hereby assume the obligations of the original purchaser of said land to the State of Texas.

In witness whereof the parties to these presents have hereunto set their hands, this day of, A. D. 19..

..... Vendor.
..... Vendor.
Witnesses,
..... Vendee.

The State of Texas, County of

Before me, in and for County, Texas, on this day personally appeared wife of known to

me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this day of, A. D. 19..

The State of Texas, County of

Before me, in and for County, Texas, on this day personally appeared known to me to be the person.. whose name subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this day of, A. D. 19..

The State of Texas, County of

I,, Clerk of the County Court of said county, do hereby certify that the foregoing instrument of writing, dated on the day of, 19.., with its certificate of authentication, was filed for record in my office this day of, 19.., at o'clock .m., and duly recorded the day of, 19.., at o'clock .m., in the Deed Records of said county, in volume on pages

Witness my hand and the seal of the County Court of said county, at office in the day and year last above written.

.....
Clerk County Court County.
By, Deputy.

INDORSEMENT ON THE BACK.

.....
.....
.....
TO
.....
.....
.....

SCHOOL LAND DEED.

Dated day of 19..
Filed for record day of
19.., at o'clock .. m.

County Clerk,
..... County, Texas.
By, Deputy.

DEPOSITIONS OF WITNESSES.

R. S. Art. 2273-2291 (2218-2237). Art. 2274a, added and Arts. 2282 and
2284 amended by 29th Leg., Reg. Ses. (1905), page 106.

No. 396.

NOTICE OF FILING INTERROGATORIES.

..... vs. No. Suit Pending in
Court of County.

To, Defendant (or Plaintiff, as the case may be) or
....., His Attorney of Record:

Sir: You will take notice that at the expiration of five days from the
service hereof I will apply to the clerk of the Court in and for
..... County (or to, Esq., a justice of the peace for
precinct No., County, as the case may be), for a com-
mission to take the depositions of, who reside (or is to be
found) in the county of, in answer to the accompanying
interrogatories, to be read as evidence in behalf of the plaintiff (or de-
fendant, as the case may be), on the trial of said cause.

Interrogatories propounded to witness

Interrogatory 1st. What is your name, age, residence, etc.

R. S. Art. 2274 (2219).

No. 397.

PRECEPT TO SERVE NOTICE OF INTERROGATORIES.

..... vs. No.... Suit Pending in
Court of County.

The State of Texas. To the Sheriff or any Constable of
County — Greeting:

You are hereby commanded that you serve, the plaintiff
(or defendant, as the case may be), in the above stated cause, or
....., Esq., his attorney of record, with the accompanying

certified copy of notice and interrogatories, propounded by the defendant (or plaintiff, as the case may be) in said cause to, who resides (or is to be found) in the county of, in the State of

Herein fail not, but of this writ, and how you have executed the same, make due return within five days after service.

Witness, Clerk of the Court of County.

Given under my hand and seal of said court at office in the town of, this the day of, A. D. 19..

(Seal.)

Clerk Court, County.

R. S. Art. 2274 (2219).

No. 398.

INDORSEMENT AND RETURN ON PRECEPT.

No. vs. Precept to serve interrogatories. Issued day of, A. D. 19.. . . ., Clerk. By, deputy. Came to hand day of, A. D. 19.., at . . o'clock . . m., and executed day of, A. D. 19.., at . . o'clock . . m., by delivering to the within named in person, at, in County, Texas, a certified copy of the notice and interrogatories mentioned in this writ. The distance actually traveled in the execution of such process is miles., sheriff of County. By, deputy. Fees: Serving writ, \$.; mileage, \$.; total, \$.

When the adverse party is a corporation or a joint-stock association service may be had upon the president, secretary or treasurer of such corporation or association, or upon the local agent representing such corporation or association in the county in which the suit is pending, or by leaving a copy of the notice and attached interrogatories at the principal office of such corporation or association during office hours.

R. S. Art. 2274 (2219).

No. 399.

TO WHOM COMMISSION SHALL BE DIRECTED.

1. If the witness be alleged to reside or be within the State, the commission shall be addressed to any clerk of the district court, any judge or clerk of the county court, or any notary public of the proper county.

2. If the witness be alleged to reside or be without the State, and within the United States, the commission shall be addressed to any clerk of a court of record having a seal, any notary public, or any com-

missioner of deeds duly appointed under the laws of this State, within some other State or territory.

3. If the witness is alleged to reside or be without the United States, to any notary public or any minister, commissioner or charge d'affaires of the United States resident in and accredited to the country where the deposition may be taken, or any consul-general, consul, vice-consul, commercial agent, vice-commercial agent, deputy consul or consular agent of the United States resident in such country.

R. S. Art. 2281 (2226).

No. 400.

AGREEMENT AND APPLICATION FOR COMMISSION TO TAKE DEPOSITIONS TO ORAL QUESTIONS.

..... vs. No.... Suit Pending in
 Court of County, Texas, Term, A. D. 19...

To, Clerk of the Court (or Justice of the Peace, as the case may be) :

....., plaintiff, and, defendant, in the above entitled and numbered cause, by their attorneys of record, desire and agree to take the depositions of, a witness in said cause, who resides (or is to be found) in County, Texas, in answer to oral questions to be propounded to said witness, and agree that the depositions of said witness may be taken by and before, a notary public in and for County, Texas (or any other officer qualified to take the same), and hereby apply for a commission directed to the said (officer agreed upon), commanding him to subpoena the said to appear before him at the time and place to be named therein to answer such oral questions that may be propounded to him by plaintiff and defendant in said cause (and we agree that the answers of said witness may be taken in narrative form).

.....

When such agreement and application shall be filed in said cause, the clerk of said court or justice of the peace, as the case may be, shall issue a commission directed to the judge or clerk of any court of record, notary public or justice of the peace, commanding him to subpoena such witness to appear before such officer at the time and place to be named therein, which process shall be directed to any sheriff or constable of the county and State where said witness resides, and shall be executed and

returned like subpoenas in civil cases in the State. At least five days' written notice of the time and place when and where the depositions of the witness are to be taken shall be given by the officer taking the same to both parties to such suit, or their attorneys of record.

29th Leg., Reg. Ses. (1905), page 106.

No. 401.

NOTICE OF TAKING INTERROGATORIES.

..... vs. No.... Suit Pending in
 Court of County, Texas, Term, A. D. 19...

To, defendant (or plaintiff, as the case may be) or his attorney of record:

Sir: You will take notice that on the day of, A. D. 19.., at ... o'clock .. m., at my office in the city of, in County, Texas, I will begin taking of the testimony of, a witness in above cause, by virtue of a commission issued out of the Court of County, Texas, in above entitled and numbered cause.

.....

Upon receipt of such commission by any officer to whom it is directed, whether such is to be taken orally or on written questions and answers as provided in Art. 2274, Title 40, Chapter 2, he shall give at least five days' notice in writing to both plaintiff and defendant, or their attorneys of record, of the time and place, giving the particular address when and where said deposition will be taken and stating the day and hour of the day the taking of such testimony will begin; and if the witness and officer executing the commission reside in this State and such witness does not voluntarily appear before the officer at the time and place fixed by him, he shall issue a subpoena, directed to the sheriff or any constable of his county, requiring him to summons to appear and answer the interrogatories and cross-interrogatories, if any, at a subsequent time and place to be named in such subpoena.

Art. 2262, amended by 29th Leg., Reg. Ses. (1905), page 106.

No. 402.

INSTRUCTIONS TO THE OFFICER TAKING DEPOSITIONS.

First. The following caption to the answers of the witnesses should be used, viz:

..... vs. No. Suit Pending in the
..... Court of County, Texas.

Answers and depositions of (here give the name and residence of the witness or witnesses), to the accompanying direct and cross-interrogatories propounded to (him, her or them) in the above entitled cause, taken before (here give the name and official character of the officer), in accordance with the accompanying commission (or agreement, as the case may be).

Answers of the witness: To the first interrogatory he answers, etc. To the second interrogatory he answers, etc.
....., (Name of Witness.)

Sworn to and subscribed before me, this the day of,
A. D. 19...

.....
(Name and Official Character of Officer.)

Second. The answers of the witness having been reduced to writing, must be signed and sworn to by him. The officer shall certify that the answers of the witness were made, reduced to writing and read over to the witness in the due order of such interrogatories and cross-interrogatories, and were then signed and sworn to by the witness before him, viz:

The State of Texas, County of

I,, (here give the name and official character of the officer) do hereby certify that the foregoing answers of, the witness before named, were made, reduced to writing and read over to the witness in the due order of such interrogatories and cross-interrogatories, and were then signed and sworn to by the witness before me.

Given under my hand and seal of office this day of,
A. D. 19...

.....
(Sign officially under seal.)

Third. The commission, interrogatories, cross-interrogatories, if any, and answers must be sealed up in an envelope, and the officer shall write his name across the seal, and indorse on the envelope the names of the parties to the suit and of the witness, and direct the package, viz: To the Clerk of the Court of County, Texas.

Fourth. The following indorsement must be made on the package, viz:

..... vs....., Depositions of (name of witness or witnesses).

R. S. Art. 2284, amended, 1905.

Fifth. Depositions may be returned to the court by mail, by a party interested in taking the same, or by any other person. If sent otherwise than by mail, the person delivering them into court shall make affidavit before the clerk or justice of the peace that he received them from the hands of the officer before whom they were taken; that they have not been out of his possession since, and that they have undergone no alteration. If sent by mail the postmaster or his deputy mailing the same shall indorse thereon that he received them from the hands of the officer before whom they were taken; and the clerk or justice taking them from the postoffice shall indorse on them that he received them from the postoffice, and sign his name thereto.

R. S. Art. 2286 (2231).

Sixth. The following form for envelope and indorsement thereon will meet the requirements of the law:

[Front of Envelope.]

File No. Court, County, Texas. vs. Depositions of

Received this package of theday of, A. D. 19.., from the hands of, the officer before whom they were taken, and forwarded same the day of, A. D. 19.., by due course of mail as directed.

....., Postmaster at
By, Deputy Postmaster at.....

[Back of Envelope.]

....., officer before whom the inclosed depositions were taken.

....., officer before whom the inclosed depositions were taken.

To the Clerk of the Court of County, Texas.
Fees.....

No. 403.

WAIVER OF NOTICE IN DEPOSITIONS.

The State of Texas, County of Suit Pending in
 Court of County, Term, A. D. 19...
 vs. No.

....., plaintiff, and, defendant, in the above
 entitled and numbered cause, by their attorneys of record, hereby waive
 notice of filing, time and service of copy, and return and the issuance of
 commission (if the five days' time and issuance of commission are not
 waived, then omit same, and add, "that commission do issue at once,"
 or at the expiration of five days after date hereof), and agree that the
 answers to the accompanying interrogatories may be taken on the
 originals, by any officer duly authorized under the law to take and
 certify to the same, and that when so taken, they may be returned into
 court, subject to all other legal exceptions.

Witness our hands this day of, A. D. 19...

.....
 Attorney for Plaintiff.

.....
 Attorney for Defendant.

No. 404.

COMMISSION TO TAKE TESTIMONY.

The State of Texas, to the Clerk of the District Court, Judge or Clerk
 of the County Court, or any Notary Public in and for the County of
, State of Texas — Greeting:

We hereby authorize and require you, or either of you, to summon
, a resident of your county, to come before you forthwith,
 and that you then and there take his answers, under oath, to the attached
 copy of direct and cross-interrogatories, and that you return the same,
 without delay, to the clerk of this court, as herein provided:

1. That you reduce his answers so taken to writing, in proper form,
 and cause the same to be subscribed and sworn to by said witness.
2. That you certify under your hand and seal of office that said
 answers were sworn to and subscribed before you.
3. That you seal up in an envelope the answers so taken, together
 with the annexed interrogatories, and this commission, with your name
 across the seal.
4. That you indorse on the envelope the name of the parties to this
 suit, and the name of said witness.

5. That you direct the package to the "Clerk of the Court of County, Texas."

6. That if said package is sent by mail, the postmaster or his deputy shall indorse thereon that he received it from your hands, and sign his name thereto; or if you intrust it to private conveyance, as provided by the statute, you will apprise the person receiving it that it *must* be delivered to the clerk of *this court* by *himself in person*; which evidence, so taken as above, is to be used on the trial of a suit now pending in the Court of County, in said State of Texas, wherein is plaintiff and is defendant.

Herein fail not, but make return of this writ as the law directs.

Given under my hand and seal of office at, Texas, this day of, A. D. 19..

Attest

Clerk of the Court of County, Texas.
, Deputy.

R. S. Art. 2280 (2225).

No. 405.

INDORSEMENT ON COMMISSION.

File No. In the Court of County, Term, A. D. 19.. . . . vs. Commission to take the depositions of Issued the day of, A. D. 19.. . . . clerk. Returned and filed the day of, A. D. 19.. . . . clerk, Court of County, Texas. By, deputy.

DEPOSITIONS OF PARTIES.

R. S. Arts. 2292-2298 (2238-2244).

The deposition of either party to a suit who is a competent witness therein may be taken in his own behalf in the same manner and with like effect with the depositions of other witnesses.

R. S. Art. 2292 (2238).

May take depositions of adverse party.

R. S. Art. 2293 (2239).

Where either party to any suit is a corporation, neither party thereto shall be permitted to take ex parte depositions.

R. S. Art. 2293a (Acts 1897, p. 117).

No. 406.

AFFIDAVIT UPON DELIVERY OF DEPOSITIONS.

The State of Texas, County of

Before me,, a justice of the peace in and for precinct, No., of said county (if before the county or district clerk so state), in person appeared, the bearer of the within package, who, being duly sworn, says he received the same from the hands of, notary public of County, in said State, that the said package has not been out of his possession since, nor has it or its contents undergone any alteration.

.....

Sworn to and subscribed before me, this day of, A. D. 19..

.....

R. S. Art. 2286 (2231).



No. 407.

AFFIDAVIT FOR SERVICE OF NOTICE OF INTERROGATORIES BY PUBLICATION.

..... vs. No. Suit Pending in Court of County.

Before me, the undersigned authority, on this day personally appeared, plaintiff in the above entitled suit, who, being by me duly sworn, says that, defendant therein, is without the limits of the State of Texas, and not within the jurisdiction of this court, and that said defendant has no attorney of record. Wherefore he prays that notice of the filing of the attached interrogatories may be given by publication.

.....

Sworn to and subscribed before me, this day of, A. D. 19..

.....

R. S. Art. 2275 (2220).

The above affidavit must be varied so as to state the fact as it exists, which authorizes service by publication, viz: That the party is beyond the jurisdiction of the court, or that he cannot be found, or has deceased since the commencement of the suit, and such death has been suggested at a prior term of the court, so that notice and copy of interrogatories cannot be served upon him for the purpose of taking depositions, and such party has no attorney of record upon whom they can be

served; or that he is deceased, and that the persons entitled to claim by or through such deceased defendant have not made themselves parties to the suit and are unknown.

R. S. Art. 2275 (2220).

No. 408.

CAPTION TO DEPOSITIONS IN THE FEDERAL COURTS.

The State of Texas, County of Suit Pending in the District
Court of the United States for the District of Texas,
..... Term, A. D. 19..
..... vs. No.

Depositions of, witness for plaintiff, taken on the ... day of, A. D. 19.., before me,, a notary public in and for the county of, in the State of Texas, at my office in the city of, between the hours of ... o'clock .. m., and ... o'clock .. m., of said day. And the said, the witness named in the notice hereto annexed, personally appeared before me to depose in a civil case pending in the District Court of the United States for the ... District of the State of Texas, wherein is plaintiff and is defendant; and that I was then and there attended by, Esq., counsel for plaintiff, and, Esq., counsel for the defendant; and that said, being of lawful age and sound mind, and being by me first duly examined, cautioned and sworn to tell the truth, the whole truth, and nothing but the truth, touching his knowledge of the matters and things in controversy, in said civil cause, deposes and says as follows:

Question No. 1.

Answer, etc.

CERTIFICATE TO DEPOSITIONS IN THE FEDERAL COURT.

The State of Texas, County of

I,, a notary public in and for said county and State, do hereby certify that the facts stated by me in the caption to the foregoing deposition are true; that the foregoing deposition of, the witness, was, at the time named, reduced to writing by me, in the presence of the deponent, and to him by me carefully read over, and by him subscribed in my presence, after being so reduced to writing, and that the reason for taking said deposition was that the deponent, the witness,, resides at, Texas, more than one hundred miles from, Texas, where said civil cause is appointed to be tried (or any other statutory reason for the taking).

I further certify that I am not of counsel to either of the parties to

this suit, nor interested in the event of this cause; and that it being impracticable for me to deliver said deposition with my own hands into the court for which it was taken, I retained the same for the purpose of being sealed up by me and speedily and safely transmitted by mail to said court, for which it was taken (or returned the same into court in person), and to remain under my seal entire until opened; that the fee for taking the said deposition, to wit, \$....., has been paid to me by, the plaintiff, and that the same is just and reasonable for the service.

Given under my hand and seal, at, Texas, this day of, A. D. 19..

.....
Notary Public, County, Texas.

No. 409.

PRECEPT TO SERVE NOTICE OF INTERROGATORIES BY PUBLICATION.

The State of Texas, to the Sheriff or any Constable of County--
Greeting:

You are hereby commanded to make service, by publication in a newspaper for thirty days of the following notice, in words and figures as follows, to wit:

..... vs. No. Suit Pending in
Court of County.

To all persons interested in the above entitled suit:

Notice is hereby given that, plaintiff, has filed interrogatories in a certain suit pending in the Court (or before, Esq., justice of the peace in precinct No., as the case may be), of County, Texas, wherein is plaintiff and is defendant, No., to, a witness who resides in County, Texas, the answers to which will be read in evidence on the trial of said cause; and has also filed an affidavit in said suit that (here state the substance of the affidavit); and that a commission will issue on or after the thirtieth day after the publication of this notice, to take the deposition of said witness.

Witness:

Clerk of the Court of County.

Given under my hand and the seal of said court, at office in the town of, this the day of, A. D. 19...

.....
Clerk Court, County.

And of this precept, and how you have executed the same, make due return.

Witness:

Clerk, Court, County.

Given under my hand and the seal of said court, at office in the town of, this the day of, A. D. 19...

.....
Clerk Court, County.

Issued this the day of, A. D. 19...

.....
Clerk Court, County.

R. S. Art. 2275 (2220).

The above notice shall be published thirty days before commission can issue.

No. 410.

OFFICER'S RETURN ON THE FOREGOING PRECEPT TO SERVE NOTICE OF INTERROGATORIES BY PUBLICATION.

Came to hand on the day of, A. D. 19.., at o'clock ..m., and I executed the within notice, by publishing the same for thirty days in the, a newspaper published at, in the county of, State of Texas, once in each week for four successive weeks previous to the return day hereof, said publication having been made, respectively, on the,, and days of, A. D. 19.., and a printed copy thereof is returned herewith. The distance actually traveled in the execution of such process is miles.

.....
Sheriff of County, Texas.

By, Deputy.

R. S. Art. 2275 (2220).

The statutes provide that said notice shall be published for thirty days in some newspaper, but fails to state how often the same shall be published, whether once or more than one issue. One issue made thirty days before the issuance of commission would probably meet the requirements of the law, but one issue in each week for four successive weeks, the first issue being thirty days prior to the issuance of the commission, it seems would fully meet the requirements of the statutes.

In suits where service of process has been made by publication and the defendant has not answered within the time prescribed by law, service of notice of filing interrogatories may be made at any time after

the day when the defendant is required to answer, by filing such notice among the papers of the suit at least twenty days before the issuance of a commission; service of notice may also be had in the manner prescribed in article 2275 (2220).

R. S. Art. 2276 (2221).

When suit has not been commenced, and when any person may anticipate the institution of a suit in which he may be interested, and may desire to perpetuate the testimony of a witness to be used in such suit, the depositions of such witness may be taken as provided in

R. S. Art. 2277 (2222).

No. 411.

SUBPENA TO WITNESS TO ANSWER INTERROGATORIES.

The State of Texas, to the Sheriff or any Constable of County
—Greeting:

You are hereby commanded that you summon to be and appear before me, a notary public in and for County, Texas, at my office in the town of, in said county, on the . . . day of, A. D. 19.., then and there to make his answers, under oath, to certain direct and cross-interrogatories propounded to him, now in my possession, issued out of the Court of County, Texas, in a certain suit pending in said court, No., wherein is plaintiff and is defendant, and that he continue his attendance from day to day, until discharged by me.

Herein fail not, but have you then and there before me at my said office this writ, with your return thereon, showing how you have executed the same.

Witness my official signature, at, Texas, on this, the . . . day of, A. D. 19..

.
Notary Public in and for County, Texas.

OFFICER'S RETURN THEREON.

Came to hand on the . . . day of, A. D. 19.., at . . . o'clock . . m., and executed on the . . . day of, A. D. 19.., at . . . o'clock . . m., by reading the within subpoena to, the within named witness, at, in County, Texas. The distance actually traveled in the execution of such process is . . . miles.

.
Sheriff (or Constable) of County, Texas.

R. S. Art. 2282 (2227).

If the witness after being duly summoned shall fail to appear, or having appeared shall refuse to answer the interrogatories, such officer shall have power to issue an attachment against such witness and to fine and imprison him in like manner as the district and county courts are empowered to do in like cases.

R. S. Art. 2283 (2228).

No. 412.

ATTACHMENT FOR WITNESS BY NOTARY.

The State of Texas, to the Sheriff or any Constable of County
— Greeting :

You are hereby commanded to attach the body of, and bring him before the undersigned, at his office in the city of, Texas, at o'clock, on the day of, A. D. 19.., forthwith, then and there to testify as a witness in behalf of the plaintiff, in a cause pending in the Court of County, Texas, wherein is plaintiff, and is defendant, and to then and there answer certain interrogatories now on file with me, attached to a certain commission issuing out of said court in said case, and delivered to me for execution; and further, to show cause why he should not be fined by me for disobedience to a writ of subpoena heretofore issued by me in this behalf, wherein he was commanded to appear before me, at my said office in the city of, Texas, on the day of, A. D. 19.., and it having been shown to me by the affidavit of that the lawful fees have been paid or tendered to said witness.

Herein fail not, but due return make of this writ forthwith, showing how you have executed the same.

Witness my hand and notarial seal this day of, A. D. 19..,
(Seal.)

Notary Public, County, Texas.

COMMITMENT OF WITNESS BY NOTARY.

The State of Texas, to the Sheriff or any Constable of County
— Greeting :

You are hereby commanded that you take into custody, and commit to the jail of your county,, the witness, who has this day been by me adjudged guilty of contempt, for refusing to answer certain interrogatories propounded to him at my office in the city of, Texas, while acting under and by virtue of a commission issued out of the Court of County, Texas, in a certain cause therein pending, wherein is plaintiff and is

defendant, said interrogatories having been delivered to me attached to said commission; and I have fixed the punishment of the said witness at a fine of dollars, and the costs in this behalf expended, and imprisonment until such time as said witness shall have purged himself of said contempt by consenting to give his true answers to the said interrogatories. And you will him safely keep until such fine and costs have been paid, and until he is legally discharged by me.

Given under my hand and notarial seal this day of, A. D. 19..

Notary Public, County, Texas.

R. S. Art. 2283 (2228).

If the witness is fined and imprisoned by the notary, an order to that effect should be entered by him on his notarial record.

INJUNCTION.

R. S. Arts. 2989-3016 (2873-2898).

Writs of injunction granted, when.
R. S. Art. 2989 (2873).

See also R. S. Arts. 82, restraint of contested claims under assignment; 318-c, infringement of trade mark; 2984, restraining the husband from disposing of property pending suit for divorce.

Gambling, 29th Leg., Reg. Ses. (1905), p. 372.
Local option, 29th Leg., Reg. Ses. (1905), p. 95.

No. 413.

PETITION FOR INJUNCTION TO RESTRAIN THE SALE OF PROPERTY.

. vs. In Court, County, Texas, Term, A. D. 19..

To the Honorable, Judge of said Court:

Now comes your petitioner,, a resident citizen of County, and State of Texas, plaintiff in the above entitled cause, complaining of, defendant, who resides in County, Texas, and respectfully represents to the court, that heretofore, to wit, on the day of, A. D. 19.., he instituted in this court his said suit against the defendant to recover on a certain promissory note for dollars, payable to plaintiff on the day of,

A. D. 19. ., executed and delivered to him by the said defendant, which said promissory note, being then and now due, was then, and now is, the property of this plaintiff.

Plaintiff further says that the said suit is still pending in this court, being No. . . . on the docket hereof. He further says that the only property owned by the defendant subject to execution, and which can be sold to satisfy any judgment that may be rendered against him in said suit, is that certain property described as follows: (here describe the property); the debt involved in the said suit being for the purchase money of the same. Plaintiff says that the said defendant is now offering the said property for sale, and is endeavoring to accomplish the sale of the said property, in order to realize the value of the same pending judgment in said cause, to the end that it may not be subjected to the payment of such judgment as may be rendered in favor of plaintiff in said cause, and to the irreparable damage of plaintiff in the sum of dollars.

Wherefore, the premises considered, plaintiff prays your honor to issue writ of injunction restraining the said defendant from selling or further offering for sale the said property pending the determination of the said suit now pending in this court.

.....

The State of Texas, County of

I solemnly swear that I am the plaintiff in the above cause, and that the matters stated in the foregoing petition are true.

.....

Sworn to and subscribed before me, this the day of, A. D. 19. .

(Seal.)

.....

R. S. Art. 2992 (2876).



No. 414.

PETITION BY A LANDLORD AGAINST A LESSEE FOR YEARS, TO RESTRAIN WASTE.

The State of Texas, County of In District Court of
County, Texas, Term, A. D. 19. .

To the Honorable, Judge of said Court:

Now comes your petitioner,, a resident citizen of County, and State of Texas, hereinafter called plaintiff, complaining of, who resides in County, Texas, hereinafter called defendant, and for cause of action, plaintiff respectfully represents to the court, that heretofore, to wit, on and prior to the

day of, A. D. 19.., he was seized in fee simple, in his own right of the following described land and tenements, to wit: (here describe the same).

That plaintiff being so seized and possessed of said land and premises as aforesaid, by a certain lease bearing date the day of, A. D. 19.., and made between the plaintiff of the one part and said defendant of the other part, he, the said plaintiff, did demise and lease unto the said defendant, his executors, administrators and assigns, the above described land and premises, to hold the same, with the appurtenances, unto the said defendant, his executors, administrators and assigns, from the day of, A. D. 19.., for the term of years, at the yearly rent of dollars.

That said defendant did, in and by virtue of said lease, for himself, his heirs, executors, administrators and assigns, covenant, promise and agree with the plaintiff, his heirs, executors, administrators and assigns, that he would during the said term keep the said premises in good repair, and manage and cultivate the said farm and lands in a proper and husbandlike manner, according to the custom of the country, as will more fully appear by said lease, to which reference is hereby made. That said defendant, under and by virtue of said lease, entered upon said demised premises, with the appurtenances, and became and was possessed thereof for the said term, so to him granted by plaintiffs, as aforesaid.

That a portion of said premises, containing about acres, consists of standing timber of great value, to wit, of the value of dollars; that defendant has commenced cutting down portions of said timber, to plaintiff's damage dollars, and threatens to continue cutting the same.

Wherefore plaintiff prays for a writ of injunction restraining the defendant from cutting the remainder of the timber upon said premises, and from selling, drawing away or interfering with such timber as has already been cut and still remains upon said premises, and from committing or permitting any further waste or spoil in, on or to said demised premises, or any part thereof; that said defendant be cited to answer this petition; that plaintiff have judgment that said injunction be made perpetual, and for his damage aforesaid and costs of suit, and for such other and further relief, special and general, in law and in equity, that he may be justly entitled to.

.
The State of Texas, County of

I solemnly swear that I am the plaintiff in the above cause, and that the matters stated in the foregoing petition are true.

.
Sworn to and subscribed, etc.
R. S. Art. 2992 (2876).

No. 415.

JUDGE'S FIAT ON PETITION.

The State of Texas, County of In Chambers, this day of, A. D. 19..

The foregoing petition for injunction being considered, it is ordered that the clerk of the Court of County, Texas, issue a writ of injunction in all things as prayed for in the within petition (or with such modifications, limitations and restrictions, as the judge may specify), upon the petitioner executing to the adverse party a bond, with two or more good and sufficient sureties, in the sum of dollars (if applied for to restrain the execution of a money judgment or the collection of a debt, the bond shall be double the amount of judgment or debt), conditioned as the law requires.

Judge of Court, County, Texas.

R. S. Art. 2993 (2877).

No. 416.

BOND FOR INJUNCTION.

..... vs. In Court, County, Texas.

Whereas,, plaintiff in the above styled cause, pending in the said court, has this day sued out in said court an injunction to restrain, defendant in said suit, from selling or offering for sale, pending determination of said suit, certain property described in the petition for injunction: Now, therefore, know all men by these presents, that we,, as principal, and and, as sureties, do hereby acknowledge ourselves bound to pay to the sum of dollars (the amount fixed by the order of the judge), conditioned that, plaintiff in said suit, will abide the decision which may be made therein, and pay all sums of money and costs that may be adjudged against him, if the injunction granted in said suit be dissolved in whole or in part.

Witness our hands this the day of, A. D. 19..

.....
.....
.....

Approved this the day of, A. D. 19..

(Seal.)

Clerk of Court, County, Texas.

-R. S. Art. 2997 (2881).

No. 417.

WRIT OF INJUNCTION.

..... vs. In Court, County,
Texas.

To—Greeting:

Whereas, plaintiff in the above styled cause, now pending in said court, on the ... day of, A. D. 19.., filed his petition for injunction, alleging that you, defendant in said suit, are now offering for sale and endeavoring to sell that certain property belonging to you, described in said petition as follows: (here describe the property); the same being the only property belonging to you subject to execution in the event judgment shall be rendered against you in said suit, and that you are so offering and endeavoring to sell the said property in order to defeat its subjection to such judgment as may be rendered against you, and praying for injunction to restrain you from further offering or endeavoring to sell the said property pending the determination of said suit; and whereas, the honorable, judge of said court, has issued his fiat on said petition, commanding that the writ of injunction in all things as prayed for in said petition shall issue; and whereas, the said has executed and filed with the clerk of said court a bond in the sum of dollars, payable and conditioned as required by law and the order of the said judge.

These are therefore to command you that you desist and refrain from selling the said property until the further orders of the said court, to be holden within and for the county of, at the courthouse thereof, in, on the ... day of, A. D. 19.., when and where this writ is returnable.

Witness, Clerk of the Court of County.

Given under my hand and seal of said court, at office in, this the ... day of, A. D. 19..

(Seal.)

.....
Clerk of Court, County, Texas.

R. S. Art. 2999 (2883).

OFFICER'S RETURN ON WRIT.

Came to hand this the ... day of, A. D. 19.., at o'clock ..m.; executed on the same day at ... o'clock ..m., by delivering a true copy of this writ to the within named defendant,

.....
Sheriff of County, Texas.

R. S. Art. 3002 (2886).

Any injunction restrains the counselors, solicitors, attorneys, agents, servants and employes of the party, as well as the party himself.

R. S. Art. 3004 (2888).

Citation shall also issue to the defendant as in other civil cases, when such writ does not pertain to a suit pending in the court.

R. S. Art. 3005 (2889).

No injunction shall be dissolved before final hearing because of a denial of the material allegations of the plaintiff's petition, unless the answer denying the same is verified by the oath or affirmation of the defendant.

R. S. Art. 3006 (2890).



No. 418.

REFUNDING BOND ON DISSOLUTION.

..... vs. In Court, County, Texas. In Chambers, this day of, A. D. 19..

Whereas, the writ of injunction sued out in this court in the above styled cause restraining the defendant from collecting the dollars in money described in the petition for injunction, has this day, by an interlocutory order of the court, been dissolved, and said petition continued over for trial: Now therefore know all men by these presents, that we,, as principal, and and, as sureties, do hereby acknowledge ourselves bound to pay to, complainant, the sum of dollars (double the amount of money enjoined), conditioned that, defendant in said suit, will refund to the complainant,, the amount of money, interest and costs, which may be collected of him in the suit or proceeding enjoined, in the event such injunction is made perpetual on final hearing.

Witness our hands this the day of, A. D. 19..

.....
.....
.....

Approved this the day of, A. D. 19..

.....
Clerk of Court, County, Texas.

R. S. Art. 3008 (2892).

No. 419.

APPLICATION FOR ATTACHMENT FOR DISOBEDIENCE OF AN INJUNCTION.

..... vs. No. In the Court of
 County, Texas.

....., plaintiff in the above entitled and numbered cause, being duly sworn, says that heretofore, to wit, on the ... day of, A. D. 19.., a writ of injunction issued out of the Court of County, Texas, directed to, defendant in said cause, commanding him (here state the command of the writ), and that said writ was duly served on the said on the ... day of, A. D. 19..; that said hath hitherto refused, and doth now wholly fail and refuse, to obey the commands of the said writ, but on the contrary, etc. (here state the acts supposed to be in violation of the writ).

Sworn to and subscribed before me, this the ... day of,
 A. D. 19..

.....
 Clerk of Court, County, Texas.

R. S. Art. 3012 (2896).

No. 420.

ORDER OF COURT OR JUDGE.

The State of Texas, County of , In Chambers, this ... day
 of, A. D. 19..

The within affidavit having been read and fully understood, it is ordered that a writ of attachment do issue to the sheriff or any constable of County, Texas, requiring him to arrest the said and have him before me, at chambers (or before the court) at, on the ... day of, A. D. 19.., at o'clock .. m.

.....
 Judge of the Court, County.

R. S. Art. 3012 (2896).

No. 421.

ATTACHMENT FOR DISOBEYING AN INJUNCTION.

The State of Texas. To the Sheriff or any Constable of
County — Greeting:

You are hereby commanded that you arrest the person of,
if to be found within your county, and have him before our
Court, of County (or before the judge), on the day of
....., A. D. 19.., at o'clock ..m., then and there to answer
for an alleged contempt in disobeying the commands of a writ of in-
junction issued out of said court on the day of, A. D. 19..,
and served upon said on the day of, A. D.
19.., it being alleged by affidavit filed in this court that he wholly
fails and refuses to obey the command of said writ. You are further
commanded to retain him in custody until he shall be discharged by
our said court.

Herein fail not, but of this writ, and how you have executed the
same, make due return.

Witness, Clerk of the Court of County,

Given under my hand and the seal of said court, at office in the town
of, this the day of, A. D. 19..

.....
Clerk of Court, County.

Issued this the day of, A. D. 19..

.....
Clerk of Court, County.

RETURN TO THE FOREGOING ATTACHMENT.

Came to hand the day of, A. D. 19.., at o'clock ..
m., and executed on same day by arresting the person of the within
named, at, County, Texas, and I have
him now before the court, this day of, A. D. 19..

.....
Sheriff of County, Texas.

JUDGMENTS, ORDERS MAKING PARTIES, ETC.

No. 422.

SUGGESTION OF THE DEATH OF A SOLE DEFENDANT.

..... vs. No. day of, A. D. 19..

And now comes the said (name of plaintiff) by his attorney, and the said (name of defendant) comes not; and hereupon the said, plaintiff, gives the court here to understand and be informed, that since the last term of this court the said, defendant, died. It is therefore ordered that a writ of scire facias do issue to the legal representative of the said, when known, requiring him to appear at the next term of this court, then and there to show cause, if any he has, why he should not be made a party defendant to said suit.

R. S. Art. 1248 (1248).

No. 423.

ORDER TO MAKE AN ADMINISTRATOR A PARTY.

..... vs. No. day of, A. D. 19..

And now comes the said (name of plaintiff) by his attorney, and it appearing to the court now here that the writ of scire facias to make a party defendant in said cause has been duly served upon, and it appearing that the said is the administrator (or executor, as the case may be) of the estate of the said, deceased, it is therefore ordered that the said suit do proceed against the said, administrator (or executor, as the case may be), as aforesaid.

R. S. Art. 1248 (1248).

No. 424.

SUGGESTION OF MARRIAGE OF A FEMALE PLAINTIFF.

..... vs. No. day of, A. D. 19..

And now comes the plaintiff and suggests to the court, that since the institution of this suit she has intermarried with, who now makes himself a party to this suit.

R. S. Art. 1252 (1252).

No. 425.

SUGGESTION OF MARRIAGE OF A FEMALE DEFENDANT.

..... vs. No. day of, A. D. 19..

And now comes the plaintiff by his attorney, and the said, defendant, comes not; and hereupon the said gives the court here to understand and be informed, that since the institution of this suit the said defendant,, has intermarried with, who now resides in County, Texas. It is therefore ordered that a writ of seire facias do issue to the said, requiring him to appear at the next term of this court, then and there to show cause, if any he has, why he should not be made a party defendant to said suit.

R. S. Art. 1253 (1253).



No. 426.

SCIRE FACIAS TO MAKE PARTIES.

The State of Texas. To the Sheriff or any Constable of County — Greeting:

Whereas, at the last term of a court holden by, Esq., a justice of the peace in precinct No., in the county of, at, on the day of, A. D. 19.., it was suggested in open court that, the defendant in a certain suit therein pending, wherein is plaintiff, has intermarried with one, who resides in the county of (If the death of defendant was suggested instead of marriage, then after the above words, “in a certain suit therein pending,” say, numbered on the docket of said court, wherein was plaintiff and the said was defendant, has departed this life; and it was ordered by said court that a writ of seire facias do issue to the representatives of the said, when known; and it appearing that, a citizen of your county, is the administrator (or executor, as the case may be) and representative of the said, deceased):

Therefore, you are hereby commanded that you summon the said, if to be found in your county, to be and appear at the next regular term of the said court, to be holden at my office in the town of, in the county of, on the day of, A. D. 19.., then and there to show cause, if any he has, why he shall not be made a party defendant to said suit. Herein fail not, but of this writ

and how you have executed the same make due return according to law, on the said first day of the next term of said court.

Witness my hand this the day of, A. D. 19..

Justice of the Peace, County, Texas.

Issued on the day of, A. D. 19..

Justice of the Peace, County.

R. S. Art. 1253 (1253).

OFFICER'S RETURN.

Came to hand on the day of, A. D. 19.., at o'clock .. m., and executed on the ... day of, A. D. 19.., at o'clock .. m., by delivering to the within named, in person, at, in County, Texas, a true copy of this writ. The distance actually traveled in the execution of such process is miles.

Constable of County.

By, Deputy.

Served as required in the case of citations.

R. S. Art. 1247 (1247).

No. 427.

ORDER FOR CONTINUANCE.

..... vs. No.

This day came the parties by their attorneys, and then came on to be heard the motion for a continuance, now here made by the said plaintiff; and the affidavit in support thereof being read, it is ordered by the court that this cause be continued until the next term of this court.

R. S. Art. 1606 (1576).

R. S. Arts. 1276-1277 (1276-1277) repealed.

R. S. Art. 1278 (1278) 1895, amended.

No. 428.**SUGGESTION OF THE DEATH OF A SOLE PLAINTIFF, AND ORDER MAKING HIS REPRESENTATIVES A PARTY.**

..... vs. No. day of, A. D. 19..

And now comes and gives the court here to understand and be informed, that since the last term of this court the said plaintiff,, died, and that the said is now the administrator (or executor, as the case may be) of the estate of the said, deceased; and that the judgment recovered in this cause in behalf of the said would be assets in his hands, which the said, defendant, does not deny, but admits the same to be true.

It is therefore ordered that this suit be continued in the name of the said, administrator (or executor, as the case may be), as aforesaid of the said

R. S. Art. 1246 (1246).

No. 429.**SUGGESTION OF THE DEATH OF ONE OF TWO PLAINTIFFS, THE CAUSE OF ACTION SURVIVING.**

..... and vs. No. day of, A. D. 19..

And now comes the said, by his attorney, and the said comes not; and hereupon the said gives the court here to understand and be informed, that since the last term of this court, and before this day, the said died, and the said then survived him, which the said defendant, does not deny, but admits the same to be true.

It is therefore ordered that no further proceedings be had at the suit of the said, deceased, but that this suit be continued in the name of the said, the surviving plaintiff.

R. S. Art. 1250 (1250).

No. 430.

POWER OF ATTORNEY TO CONFESS JUDGMENT.

The State of Texas, County of

Know all men by these presents, that I,, do by these presents appoint my true and lawful attorney, for me and in my name to confess judgment for the sum of dollars, in a certain suit brought by against me, the said, in the Court of County, State of Texas, on a certain promissory note executed by me to the said, for the sum of dollars, dated the ... day of, A. D. 19.., and maturing months from date (or make such other description as will identify the suit).

Witness my hand this day of, A. D. 19..

.....

Signed and delivered in the presence of

.....

R. S. Art. 1350 (1348).



No. 431.

CONFESSION OF JUDGMENT BY ATTORNEY IN FACT.

..... vs. No. day of, A. D. 19..

This day came the plaintiff by his attorney, and the defendant by his attorney in fact,, and the power of attorney being duly filed in court, by which it appears that the said is appointed attorney in fact of the said, defendant, for him, the said, and in his name to confess judgment in this action in favor of the said, plaintiff, for the sum of dollars, and it appearing from the plaintiff's petition heretofore filed, and duly verified by affidavit, that the alleged cause of action is just, it is therefore considered by the court that the plaintiff,, do have and recover of the said defendant,, the sum of dollars, with interest thereon at the rate of per cent per annum, together with his costs in this behalf expended, and that he have his execution.

R. S. Art. 1350 (1348).

Form Book — 21.

No. 432.

APPOINTMENT OF COUNSEL FOR POOR PERSON.

R. S. Arts. 1109 (1125), 1164 (1177).

AFFIDAVIT.

..... vs. No.

....., being duly sworn, says that he is too poor to employ counsel to prosecute (or defend, as the case may be) the above entitled cause.

Sworn to and subscribed before me, this the day of, A. D. 19..

.....
Clerk of Court, County.

No. 433.

PETITION.

..... vs. No. In Court of
County.

To the Hon., Judge of the Court of County:

Now comes your petitioner,, and represents that is justly indebted to him in the sum of dollars; that he has commenced an action against him in the Court in and for the county of for the same, but finds himself unable (or hath not yet commenced an action against him for the same, being unable) to carry on (or defend, as the case may be) said cause, as appears by the affidavit hereto annexed.

Wherefore he prays that he may be admitted to prosecute his said action in forma pauperis, and that, Esq., may be assigned to him as his attorney to prosecute (or defend, as the case may be) his said suit.

.....

No. 434.

ORDER OF THE COURT.

..... vs. No. In Court of
County.

It is ordered that be admitted to prosecute (or defend, as the case may be) his suit in forma pauperis, and, Esq., is hereby appointed attorney and counsel in his behalf, as prayed for in the foregoing petition.

.....
Judge of Court, County.

The appointment may be made by the judges of the district and county courts.

R. S. Arts. 1109 (1125), 1164 (1177).

No. 435.

APPOINTMENT OF COUNSEL TO DEFEND FOR ONE CITED BY PUBLICATION.

..... vs. No. In Court of
County.

It appearing to the court that, defendant in this cause, has been duly cited by publication, and that he has not filed an answer herein within the time prescribed by law,, Esq., an attorney of this court, is hereby appointed to defend this suit on behalf of the said

Where service of process has been made by publication, and no answer has been filed within the time prescribed by law, the court shall appoint an attorney to defend the suit.

R. S. Arts. 1346 (1345), 3609.

No. 436.

APPOINTMENT OF GUARDIAN AD LITEM.

..... vs. and No. In
Court of County.

It being shown to the court that, one of the defendants in the above entitled cause, is a minor (or lunatic, idiot or non compos mentis, as the case may be), and that he has no guardian within this

State, is hereby appointed guardian ad litem for the purpose of defending said suit for the said

R. S. Arts 1210-1211 (1211-1212).

A reasonable compensation shall be allowed said attorney by the court for his services, to be taxed as part of the costs of suit.

No. 437.

JUDGMENT OF NONSUIT.

..... vs. No. day of, A. D. 19..

This day came the parties by their attorneys, and the plaintiff says he will no further prosecute his said suit; it is therefore considered by the court that this suit be dismissed, that the defendant go hence without day, that he have and recover of the plaintiff,, his costs in this behalf expended, and that he have his execution.

R. S. Art. 1301 (1301).

No. 438.

JUDGMENT OF NONSUIT WHEN PLAINTIFF FAILS TO APPEAR.

..... vs. No. day of, A. D. 19..

This day came on to be heard the above entitled cause, and the said plaintiff,, having failed to appear and prosecute his said suit, and the defendant,, having moved to dismiss this suit, it is therefore considered by the court that this suit be dismissed, that the defendant go hence without day, that he have and recover of the plaintiff his costs in this behalf expended, and that he have his execution.

R. S. Art. 1613 (1583).

No. 439.

JUDGMENT OVERRULING EXCEPTION TO THE PETITION WHERE THERE IS A PLEA FILED.

..... vs. No. day of, A. D. 19..

This day came the parties by their attorneys, and then came on to be heard the defendant's exception to the plaintiff's (original,

amended, or supplemental, as the case may be) petition, filed in this cause on the day of, A. D. 19..; and the argument of counsel thereon being heard, it is the opinion of the court that the law is for the plaintiff.

It is therefore considered by the court that the exception be overruled, and that the plaintiff recover of the defendant the costs of said exception, for which he may have his execution.

No. 440.

**JUDGMENT OVERRULING EXCEPTION TO THE PETITION WHERE
THERE IS NO PLEA FILED, BUT LEAVE TO AMEND IS GIVEN.**

..... vs. No. day of, A. D. 19..

This day came the parties by their attorneys, and then came on to be heard the defendant's exception to the plaintiff's (original, amended, or supplemental, as the case may be) petition, filed the day of, A. D. 19..; and the argument of counsel thereon being heard, it is the opinion of the court that the law is for the plaintiff. And the defendant now here prays the court for leave to file his amended answer, which is accordingly granted. It is therefore considered by the court that the exception be overruled, and that the plaintiff recover of the defendant the costs of said exception, for which he may have his execution.

See Rule 27th District and County Courts.

No. 441.

**JUDGMENT OVERRULING EXCEPTION TO THE PETITION WHERE
THERE IS NO PLEA FILED AND NO AMENDMENT MADE.**

..... vs. No. day of, A. D. 19..

This day came the parties by their attorneys, and then came on to be heard the defendant's exception to the plaintiff's petition; and the argument of counsel thereon being heard, it is the opinion of the court that the law is for the plaintiff. It is therefore considered by the court that the exception be overruled, and that the plaintiff recover against the said defendant his damages by occasion of the premises. (When the cause of action is liquidated, proceed as follows:) And it appearing to the court that the cause of action is liquidated and proved by an instru-

ment of writing, it is ordered that the clerk do assess the damages sustained by said plaintiff, and the said clerk now here having assessed the damages aforesaid at the sum of dollars, it is considered by the court that the said plaintiff,, do have and recover of the said defendant,, the sum of dollars, with interest thereon at the rate of per cent per annum from date hereof, together with his costs in this behalf expended, and that he have his execution. It is further ordered that execution issue for the use of the officers of court against each party respectively for the costs by him in this behalf incurred.

No. 442.

**JUDGMENT SUSTAINING EXCEPTION TO PETITION WHEN THE
PLAINTIFF ASKS LEAVE TO AMEND.**

..... vs. No. day of, A. D. 19..

This day came the parties by their attorneys, and then came on to be heard the defendant's exception to the plaintiff's petition, filed ... of, A. D. 19..; and the argument of counsel thereon being heard, it is the opinion of the court that the law is for the defendant.

And the plaintiff now here prays the court for leave to file his amended original petition, which is accordingly granted. It is therefore considered by the court that the exception be sustained, and that the defendant recover of the plaintiff the costs of said exception, for which he may have his execution.

No. 443.

**JUDGMENT SUSTAINING EXCEPTION TO THE PETITION WHEN THE
PLAINTIFF DOES NOT ASK LEAVE TO AMEND.**

..... vs. No. day of, A. D. 19..

This day came the parties by their attorneys, and then came on to be heard the defendant's exception to the plaintiff's petition, filed ... day of, A. D. 19..; and the argument of counsel thereon being heard, it is the opinion of the court that the law is for the defendant. It is therefore considered by the court that the defendant go hence without day, and that he recover of plaintiff his costs in this behalf expended for which he may have his execution.

No. 444.

JUDGMENT SUSTAINING EXCEPTION TO THE ANSWER.

..... vs. No. day of, A. D. 19..

This day came the parties by their attorneys, and then came on to be heard the plaintiff's exception to the defendant's answer, filed day of, A. D. 19..; and the argument of counsel thereon being heard, it is the opinion of the court that the law is for the plaintiff. It is therefore considered by the court that the exception be sustained, and that the defendant do answer further; and that the plaintiff recover of the defendant the costs of said exception, for which he may have his execution.

No. 445.

JUDGMENT SUSTAINING EXCEPTION TO ANSWER WHERE DEFENDANT ELECTS TO ABIDE BY HIS PLEADINGS.

..... vs. No. day of, A. D. 19..

This day came the parties by their attorneys, and then came on to be heard the plaintiff's exception to the defendant's answer, filed day of, A. D. 19..; and the argument of counsel thereon being heard, it is the opinion of the court that the law is for the plaintiff. It is therefore considered by the court that the exception be sustained, and that the defendant do answer further; and the said defendant now here refuses to answer, but elects to abide by his said pleadings. It is therefore considered by the court that the plaintiff,, recover against the defendant,, his damages by occasion of the premises. (If the cause of action is liquidated, proceed as follows): and it appearing to the court that the cause of action is liquidated and proved by an instrument of writing, it is ordered that the clerk do assess the damages sustained by said plaintiff; and the said clerk now here having assessed the damages aforesaid at the sum of dollars, it is therefore considered by the court that the plaintiff,, do have and recover of the said defendant,, the sum of dollars, with interest thereon at the rate of per cent per annum, together with his costs in this behalf expended, and that he have his execution.

No. 446.

JUDGMENT BY DEFAULT AND DAMAGES ASSESSED BY THE CLERK.

..... vs. No. day of, A. D. 19..

This day came the plaintiff by his attorney, and the defendant, though duly cited, having failed to appear and answer in this behalf, but wholly

made default, wherefore the said, plaintiff, ought to recover against the said, defendant, his damages by occasion of the premises; and it appearing to the court that the cause of action is liquidated and proved by an instrument of writing, it is ordered that the clerk do assess the damages sustained by said plaintiff; and the said clerk now here having assessed the damages aforesaid at the sum of dollars, it is therefore considered by the court that the plaintiff,, do have and recover of the said defendant,, the sum of dollars, with interest thereon at the rate of per cent per annum, together with his costs in this behalf expended, and that he have his execution.

R. S. Arts. 1608 (1578), 1284 (1284).

No. 447.

JUDGMENT BY DEFAULT, AND WRIT OF INQUIRY AWARDED.

. vs. No. day of , A. D. 19

This day came the plaintiff by his attorney, and the said defendant, though duly cited, having failed to appear and answer in this behalf, but wholly made default, wherefore the said, plaintiff, ought to recover against the said, defendant, his damages by occasion of the premises; and a jury having been demanded by the plaintiff, it is ordered by the court that the damages sustained by the plaintiff be assessed when the cause is called in its regular order on the docket.

If the defendant shall demand and be entitled to a trial by jury, the judgment by default shall be noted and a writ of inquiry awarded, and the cause shall be entered on the jury docket.

R. S. Art. 1286 (1286).

No. 448.

JUDGMENT UPON WRIT OF INQUIRY.

. vs. No. day of , A. D. 19

This day came on to be heard the above entitled cause upon writ of inquiry heretofore awarded, and the evidence having been heard by the court (or if tried by a jury, instead of above, say: This day came on to be heard the above entitled cause upon writ of inquiry heretofore awarded, and thereupon came a jury of good and lawful men, to wit, and eleven others, who, being duly impaneled and sworn, returned the following verdict: "We, the jury, assess the damages sustained by the plaintiff at dollars., foreman"), it is therefore considered by the court that the said plaintiff,,

do have and recover of the said defendant,, the sum of dollars, with interest thereon at the rate of per cent per annum, together with his costs in this behalf expended, and that he have his execution.

No. 449.

JUDGMENT FORECLOSING LIEN ON PERSONAL PROPERTY.

. vs. No. day of, A. D. 19..

This day came the parties by their attorneys, and submit the matters in controversy, as well of fact as of law, to the court; and it appearing to the court, after hearing the pleadings, the evidence and the argument of counsel, that plaintiff's cause of action is liquidated and proved by an instrument of writing, executed by defendant, and secured by a mortgage lien given by defendant to plaintiff on (here describe the property):

It is therefore considered by the court that the plaintiff do have and recover of the said defendant said sum of dollars, his principal, debt and interest, with interest thereon from this date at the rate of per cent per annum, together with his costs in this behalf expended.

And it is ordered, adjudged and decreed by the court that the mortgage lien as it existed on the day of, A. D. 19.., on the above described property be and the same is hereby foreclosed, and that an order of sale herein issue to the sheriff or any constable of County, or of any county where such property may be found, directing him to seize and sell the same as under execution, in satisfaction of this judgment; and if said property cannot be found, or if the proceeds of such sale be insufficient to satisfy this judgment, then the officer executing this order shall make the money, or any balance thereof remaining unpaid, out of any other property of the defendant, as in case of ordinary execution.

R. S. Art. 1340 (1340).

No. 450.

JUDGMENT BY NIL DICIT.

. vs. No. day of, A. D. 19..

This day came the parties by their attorney, and the defendant withdraws the answer by him heretofore filed, and says nothing in bar of the

plaintiff's action; wherefore the said, plaintiff, ought to recover against the said, defendant, his damages by occasion of the premises; and it appearing to the court that the cause of action is liquidated and proved by an instrument of writing, it is ordered that the clerk do assess the damages sustained by said plaintiff; and the said clerk now here having assessed the damages aforesaid at the sum of dollars, it is therefore considered by the court that the said plaintiff,, do have and recover of the said defendant,, the sum of dollars, with interest thereon at the rate of per cent per annum, together with his costs in this behalf expended, and that he have his execution.

No. 451.

JUDGMENT FOR THE PLAINTIFF UPON VERDICT OF JURY.

. vs. No. day of, A. D. 19..

This day came the parties by their attorneys, and thereupon came a jury of good and lawful men, who, being duly impaneled and sworn, upon their oaths do say that they find for the plaintiff, and assess his damages at the sum of dollars. It is therefore considered by the court that the said plaintiff,, do have and recover of the said defendant,, the sum of dollars, with interest thereon at the rate of per cent per annum, together with his costs in this behalf expended, and that he have his execution.

No. 452.

JUDGMENT FOR THE PLAINTIFF, TRIED BEFORE THE COURT.

. vs. No. day of, A. D. 19..

This day came the parties by their attorneys and submit the matter in controversy, as well of fact as of law, to the court; and the evidence and the argument of counsel having been heard and fully understood, it is considered by the court that the said plaintiff,, do have and recover of the said defendant,, the sum of dollars, with interest thereon at the rate of per cent per annum, together with his costs in this behalf expended, and that he have his execution.

No. 453.

**JUDGMENT BY DEFAULT AGAINST ONE OF SEVERAL DEFENDANTS,
AND AGAINST THE PLAINTIFF AS TO THE OTHER DEFENDANT.**

..... vs. and No. day of
....., A. D. 19...

This day came the plaintiff and the said (defendant appearing) by their attorneys, and the said, though duly cited, having failed to appear and answer in this behalf, but wholly made default, wherefore the said plaintiff ought to recover against the said (defendant not appearing), his damages by occasion of the premises; and thereupon came a jury of good and lawful men, to wit, and eleven others, who, being duly impaneled and sworn, returned the following verdict: "We, the jury, find for the defendant,, upon the issue joined between the parties, and assess the damages against the defendant,, at the sum of dollars., foreman." It is therefore considered by the court that the defendant,, go hence without day, and that he recover of the plaintiff his costs in this behalf expended, and that he have his execution; and that the plaintiff have and recover of the defendant,, the sum of dollars, with interest thereon at the rate of per cent per annum, together with his costs in this behalf expended, and that he have his execution.

R. S. Art. 1336 (1336).

No. 454.

JUDGMENT BY CONFESSION UPON APPEARANCE WITHOUT PROCESS.

..... vs. No. day of, A. D. 19..

This day came the plaintiff by attorney, and the defendant in his own proper person comes and says that he cannot deny the action of the said, plaintiff, nor but that he is justly indebted to him in the sum of dollars. It is therefore considered by the court that the plaintiff,, do have and recover of the said defendant,, the sum of dollars, with interest thereon at the rate of per cent per annum, together with his costs in this behalf expended, and that he have his execution.

R. S. Art. 1348 (1347).

Any person indebted, or against whom a cause of action exists, may without process appear, in person or by attorney, and confess judgment therefor in open court; but in such case a petition should be filed and the justness of the debt or cause of action be sworn to by the person in whose favor the judgment is confessed.

R. S. Art. 1348 (1347).

When judgment is confessed by attorney, the power of attorney shall be filed, and a recital of the contents of the same be made in the judgment.

R. S. Art. 1350 (1348).

The acceptance of service and waiver of process, provided for in article 1240, and the entry of appearance in open court as provided for in article 1241, or the confession of judgment as provided for in article 1348, shall not in any action be authorized by the contract or instrument of writing sued on, or any other instrument executed prior to the institution of such suit, nor shall such acceptance or waiver of service be made until after suit is brought.

R. S. Art. 1349 (1347a).

No. 455.

JUDGMENT BY DEFAULT, WITH WRIT OF INQUIRY AS TO ONE DEFENDANT, AND UPON A VERDICT AS TO THE OTHER.

..... vs. and No. day of
, A. D. 19...

This day came the plaintiff and the said (name of the defendant appearing) by their attorneys, and the said (defendant not appearing), though duly cited, having failed to appear and answer in this behalf, but wholly made default, wherefore the said, plaintiff, ought to recover against the said his damages by occasion of the premises; and thereupon said cause came on for trial, and the evidence having been heard by the court (or thereupon came a jury of good and lawful men, to wit, and eleven others, who, being duly impaneled and sworn, returned the following verdict: "We, the jury, assess the damages sustained by the plaintiff at dollars., foreman"), it is therefore considered by the court that the said plaintiff, do have and recover of the said defendants,, and, jointly and severally, the sum of dollars, with interest thereon at the rate of per cent per annum, together with his costs in this behalf expended, and that he have his execution.

R. S. Art. 1284 (1284).

No. 456.**JUDGMENT OF DISMISSAL AS TO ONE DEFENDANT AND BY DEFAULT AGAINST THE OTHER.**

..... vs. No. day of, A. D. 19..

This day came the plaintiff by his attorney, and it appearing to the court that the citation issued to the defendant,, has been returned not served, the plaintiff says he will no further prosecute his said suit against the said defendant. It is therefore considered by the court that the plaintiff take nothing by his suit against the defendant,, and that the said recover of the plaintiff,, all his costs in this behalf expended, for which he may have his execution; and the said defendant,, though duly cited, having failed to appear and answer in this behalf, and it appearing to the court that the cause of action is liquidated and proved by an instrument in writing, it is ordered that the clerk do assess the damages sustained by said plaintiff; and the said clerk now here having assessed the damages aforesaid at the sum of dollars, it is therefore considered by the court that the defendant,, go hence without day, and that he recover of the plaintiff his costs in this behalf expended, and that he have his execution; and that the plaintiff have and recover of the defendant,, the sum of dollars, with interest thereon at the rate of ... per cent per annum, together with his costs in this behalf expended, and that he have his execution.

R. S. Art. 1282 (1282).

No. 457.**JUDGMENT FOR THE PLAINTIFF FOR THE RECOVERY OF SPECIFIC PROPERTY.**

..... vs. No. day of, A. D. 19..

This day came the parties, plaintiff and defendant, by their attorneys and announced ready for trial, and thereupon came a jury of good and lawful men, to wit,, and others, who, being duly impaneled and sworn, after hearing the pleadings, the evidence, arguments of counsel and the charge of the court, retired to consider of their verdict and on the same day returned into open court the following verdict, to wit: "We, the jury, find in favor of the plaintiff against the defendant for the property in controversy, to wit: (here describe the property); we find that defendant detains said property from plaintiff, and assess the plaintiff's damages for the hire of the same at the sum of dollars, and assess the value of said property as follows: (here insert the value of each specific article)., foreman."

It is therefore considered and ordered by the court that the plaintiff,, recover of and from the defendant the above described property, viz: (here insert a description of the property as given in the verdict), and the sum of dollars damages assessed, and his costs by him in this behalf expended.* And if (here insert description of the property) cannot be had, it is considered and ordered by the court that the plaintiff recover of and from the defendant said sum of dollars, the value so assessed, in addition to the damages and costs aforesaid, for which he may have his execution.

(If the property has been replevied by the defendant, proceed from * as follows: And if said above described property cannot be had, it is considered and ordered by the court that the plaintiff,, recover, jointly and severally, of and from the defendant, and and, sureties on his replevy bond, filed in this cause on the ... day of, A. D. 19.., the said sum of dollars, the value so assessed, and the further sum of dollars, the value of the hire of said property so assessed by the jury, and that he have his execution.)

R. S. Art. 4876 (4501).

Where judgments are for the recovery of specific articles, their value shall be separately assessed, and the judgment shall be that the plaintiff recover such specific articles, if they can be found, and if not, then their value as assessed, with interest thereon at the rate of six per cent from the date of the judgment.

R. S. Art. 1645 (1615).

Where the judgment is for personal property, and it is shown by the pleadings, the evidence and the verdict, if any, that such property has an especial value to the plaintiff, the court may award a special writ for the seizure and delivery of such property to the plaintiff, and the court may, in addition to the other relief granted in such case, enforce its judgment by attachment, fine and imprisonment.

R. S. Arts. 1339 (1339), 1646 (1616).

No. 458.

JUDGMENT FOR THE DEFENDANT IN SUIT FOR THE RECOVERY OF SPECIFIC PROPERTY, REPLEVIED BY PLAINTIFF.

..... vs. No. day of A. D. 19..

This day came the parties, plaintiff and defendant, by their attorneys and announced ready for trial, and thereupon came a jury of good and lawful men, to wit, and others, who, being duly impaneled and sworn, after hearing the pleadings, the evidence, arguments of counsel and the charge of the court, retired to consider of their

verdict, and on the . . . day of . . . , A. D. 19. . , returned into open court the following verdict, to wit: " We, the jury, find for the defendant, and assess the value of said . . . (here describe the property in controversy), at . . . dollars, and the value of the hire of said property from the . . . day of . . . , A. D. 19. . (the date of the replevy bond), at . . . dollars. . . . , foreman."

It is therefore considered by the court that the plaintiff take nothing by his suit, and that the defendant, . . . , recover of the plaintiff, . . . , and . . . and . . . , sureties, as hereafter stated, . . . dollars, the value of said property as aforesaid, and the further sum of . . . dollars damages. And it further appearing to the court that said property, to wit . . . (here insert a description of the property), was on the . . . day of . . . , A. D. 19. . , delivered by the sheriff (or constable, as the case may be) of . . . County to the plaintiff, who thereupon executed a replevy bond with . . . and . . . as sureties, it is ordered that a writ issue commanding the proper officer to restore said property to the defendant; and if said property is so restored, the judgment herein rendered for its value shall stand discharged; but if said property cannot be found, execution shall issue against the plaintiff and . . . and . . . , as sureties as aforesaid, for said sum of . . . dollars, the value so assessed, in addition to the damages and costs aforesaid, for which defendant shall have his execution.

R. S. Art. 4881 (4506).
R. S. Art. 1338 (1338).

No. 459.

JUDGMENT FOR THE RECOVERY OF LAND.

..... vs. No. In District Court of
County, Texas, Term, A. D. 19. .

On this the . . . day of . . . A. D. 19. . , at a regular term of this court came the parties by their attorneys, and thereupon came a jury of good and lawful men, to wit, . . . , and eleven others, who, being duly impaneled and sworn, after hearing the pleadings, the evidence, arguments of counsel and the charge of the court, returned into open court the following verdict, to wit: " We, the jury, find in favor of plaintiff for the land in controversy, and assess his damages at the sum of . . . dollars. . . . , foreman."

It is therefore considered, ordered, adjudged and decreed by the court that the plaintiff, . . . , recover of and from the defendant, . . . , the land and premises described and bounded as follows: . . . (here describe the same), for which he may have his writ of possession, and also the sum of . . . dollars, his damages aforesaid, and

all of his costs in this behalf expended, for which he may have his execution.

It is further ordered by the court that execution may issue in favor of the officers of the court against each of the parties hereto for all costs by them respectively incurred.

R. S. Arts. 5272-5273 (4808-4809).

When the defendant and those under whom he claims have made permanent and valuable improvements on the premises in good faith, the court or jury shall at the same time estimate from the testimony the value at the time of trial of such improvements, etc.

R. S. Arts. 5277-5285 (4813-4821).

No. 460.

JUDGMENT FORECLOSING LIEN ON LAND.

..... vs. No. day of, A. D. 19..

This day came the parties by their attorneys, and thereupon came a jury of good and lawful men, to wit,, and eleven others, who, being duly elected, impaneled and sworn, upon their oaths do say: "We find for the plaintiff, and that the facts stated in his petition are true, and assess the damages at dollars., foreman." And it appearing to the court from the finding of the jury aforesaid that the defendant is indebted to the plaintiff in the sum of dollars, and that the note sued on bears interest at the rate of ... per cent per annum; and it further appearing to the court that said note was executed on the ... day of, A. D. 19.., to secure the payment of the purchase money for the following described tract of land, to wit, (here describe the land), it is therefore considered by the court that the plaintiff,, do have and recover of the said defendant,, said sum of dollars, principal and interest, with interest thereon from this date at the rate of ... per cent per annum, together with his costs in this behalf expended.

And it is ordered, adjudged and decreed by the court that the lien as it existed on the ... day of, A. D. 19.., upon the above described tract of land be and the same is hereby foreclosed; and that the clerk of this court do issue an order of sale, directed to the sheriff or any constable of County, commanding him to seize and sell the above described tract of land as under execution; and that he apply the proceeds thereof to the payment and satisfaction of the said sum of dollars, together with all interest that may be due thereon, and the costs of this suit. And if the said land shall sell for more than sufficient to pay off and satisfy said sums of money, then the said officer is hereby directed to pay over the excess to the defendant; but if the

said land shall not sell for enough to pay off and satisfy this judgment, then said officer shall make the balance due as under execution. And it is further ordered that the said officer place the purchaser of said property in possession thereof within thirty days after the day of sale. And said order of sale when issued shall have all the force and effect of a writ of possession.

R. S. Art. 1341 (1340a).

No. 461.

SCIRE FACIAS TO REVIVE A JUDGMENT.

The State of Texas. To the Sheriff or any Constable of
County—Greeting:

Whereas, it appears from the records of the Court of County that recovered a judgment in said court on the day of, A. D. 19.., against, for the sum of dollars, with interest thereon from said date at the rate of per cent per annum, besides the sum of dollars as costs of suit, in an action on a promissory note executed before that time by the said for the sum of dollars; and whereas it appears from the records of said court that said judgment remains wholly unsatisfied, and that execution has not issued thereon within twelve months after the rendition thereof, and the said has applied to our said court for a remedy in this behalf:

Now therefore you are hereby commanded that you summon the said to be and appear before the Court of County, to be holden at the courthouse thereof on the Monday in next, being the day of, A. D. 19.., then and there to show cause, if any he has, why the said ought not to have his execution against him according to the force, form and effect of the said recovery; and further, to do and receive what our said court shall then and there consider of him in this behalf.

Hercin fail not, and have you this writ before said court, on the said day of, A. D. 19.., with your return thereon showing how you have executed the same.

Witness, Clerk of the Court of County.

Given under my hand and the seal of said court, at office in the town of, this day of, A. D. 19..

(Seal.)

.....
Clerk of Court, County.

Issued this day of, A. D. 19..

.....
Clerk of Court, County.

A judgment in any court of record within this State, where execution has not issued within twelve months after the rendition of the judgment, may be revived by seire facias or an action of debt brought thereon within ten years after the date of such judgment, and not after.

R. S. Art. 3361 (3210).

Judgment becomes dormant if execution thereon does not issue within twelve months; but where the first execution has issued within the twelve months the judgment shall not become dormant unless ten years shall have elapsed between the issuance of executions thereon, and execution may issue at any time within ten years after the issuance of the preceding execution.

R. S. Art. 2326a.

No. 462.

JUDGMENT AGAINST PRINCIPAL AND SURETIES.

..... vs. No. In Court of
County, Texas, Term, A. D. 19..

On this the day of, A. D. 19.., at a regular term of this court, came on to be heard this cause, and both the plaintiff and the defendants appeared and announced ready for trial, and neither party having demanded a jury, the matters in controversy, as well as of fact as of law, were submitted to the court, and the court having heard and fully understood the pleadings, the evidence and the arguments of counsel, is of the opinion and finds that the defendant,, as principal, and and, as sureties, executed and delivered to plaintiff the note (or bond, as the case may be), set out in plaintiff's petition (or sued on in this cause) and that said was principal, and the said and were sureties on said note (or bond) as alleged by plaintiff and as shown in said note (or bond) and are so liable and bound; that said note is for the sum of dollars, and bears interest from date,, 19.., at the rate of per cent per annum, and that the sum of dollars, principal and interest, is now due and unpaid.

It is therefore ordered, adjudged and decreed by the court that the plaintiff,, do have and recover of and from the defendant,, as principal, and the said defendants, and, jointly and severally, as sureties, the sum of dollars, with interest at the rate of per cent per annum from date hereof until paid, together with all of his costs in this behalf expended, for all of which execution may issue.

It is further ordered and decreed by the court that said and are sureties of said, and the sheriff or other officer making levy under execution issued herein shall levy execution first upon the property of said subject to execution, and situate in the county of, in the State of Texas, before a levy shall be made upon the property of said and, or either of them, if so much property of the said, principal, can be found as will in the opinion of the sheriff be sufficient to make the amount of the execution; otherwise the levy to be made on so much property of the said, principal, as may be found, if any, and upon so much property of the said and, or either of them, as may be necessary to make the amount of the execution; and the clerk of this court shall make a memorandum of this order on execution. It is further ordered that execution may issue herein in favor of the officers of the court, against each of the parties hereto for all costs by them respectively incurred.

R. S. Art. 3814 (3663).

LANDLORD AND TENANT.

R. S. Arts. 3235-3252 (3107-3122).

LANDLORD SHALL HAVE PREFERENCE LIEN.

All persons leasing or renting lands or tenements, at will or for a term, shall have a preference lien upon the property of the tenant hereinafter indicated, upon such premises, for any rent that may become due and for all money and the value of all animals, tools, provisions and supplies furnished by the landlord to the tenant to enable the tenant to make a crop on such premises, and to gather, secure, house, and put the same in condition for market, the money, animals, tools, provisions and supplies so furnished being necessary for that purpose, whether the same is to be paid in money, agricultural products, or other property; and this lien shall apply only to animals, tools, and other property furnished by the landlord to the tenant, and to the crop raised on such rented premises.

R. S. Art. 3235 (3107).

TENANT NOT TO REMOVE PROPERTY SUBJECT.

It shall not be lawful for the tenant, while the rent and such advances remain unpaid, to remove or permit to be removed from the premises so leased or rented any of the agricultural products produced thereon, or any of the animals, tools or property furnished as aforesaid, without the consent of the landlord.

R. S. Art. 3236 (3108).

WHEN LIEN EXPIRES.

Such preference lien shall continue as to such agricultural products and as to the animals, tools and other property furnished to the tenant as aforesaid, so long as they remain on such leased or rented premises and for one month thereafter; and such lien, as to agricultural products and as to animals and tools furnished as aforesaid, shall be superior to all laws exempting such property from forced sales.

R. S. Art. 3237 (3109).

DISTRESS WARRANT.

When any rent or advances shall become due, or the tenant shall be about to remove from such leased or rented premises, or to remove his property from such premises, it shall be lawful for the person to whom the rents or advances are payable, his agent, attorney, assigns, heirs or legal representatives, to apply to a justice of the peace of the precinct where the premises are situated, or in which the property upon which a lien or advance exists, may be found, or to any justice having jurisdiction of the cause of action, for a warrant to seize the property of such tenant; provided, etc.

R. S. Art. 3240 (3112).

No. 463.
AFFIDAVIT FOR DISTRESS WARRANT—RENTS DUE.

The State of Texas, County of In Justice Court, Precinct
No., County, Texas.

..... vs.

To, Justice of the Peace, Precinct No.,
County, Texas:

Now comes your petitioner, (or, agent or attorney for, as the case may be), and applies for a distress warrant against, and respectfully shows to the court that he, the said, is the landlord of the said, the rented premises being that certain tract or lot of land situated in precinct No., County, Texas, and described as follows..... (here describe the premises); that the said is now justly indebted to the said in the sum of dollars for the rent of the said premises for and during the current year, 19.., the same being now due and payable, and in the further sum of..... dollars, for money, and the value of animals, tools, provisions, as follows (here describe same), furnished by him, the said, as

landlord, to the said, during this current year, 19.., to enable him, the said, to make, secure and market on and from said land a crop of corn and cotton, being necessary for that purpose; that the said indebtedness is now due and payable; that the aggregate amount now due and payable is dollars, and that the said premises are now occupied by the said

Petitioner further says that the distress warrant prayed for is not sued out for the purpose of vexing and harassing the defendant,

Sworn to and subscribed before me, this the . . . day of, A. D. 19..

(Seal.)

R. S. Art. 3241 (3113).

No. 464.

AFFIDAVIT FOR DISTRESS WARRANT—RENT NOT DUE.

The State of Texas, County of In Justice Court, Precinct No., County, Texas.

. vs.

To, Justice of the Peace, Precinct No., County, Texas:

Now comes your petitioner, (or, agent or attorney for, as the case may be), and applies for a distress warrant against, and respectfully shows to the court that he, the said, is the landlord of the said, the rented premises being that certain tract or lot of land situated in precinct No., County, Texas, and described as follows: (here describe the premises); that the said is now justly indebted to the said in the sum of dollars for the rent of the said premises for and during the current year, 19.., the same not yet being due, but will become due on the . . . day of, A. D. 19..

That on the . . . day of, A. D. 19.., leased the above described premises under the said; that said lease was in writing, being in duplicate, and was signed by the tenant,, and his landlord,, which writing is here produced and is hereto attached and is made a part hereof; that the said tenant,, is about to remove from such leased premises (or that he has removed) all of the agricultural products produced on said rented premises this year 19.., into the precinct No., County, Texas; that the products so removed into this precinct consists

of bales of lint cotton, each marked, on which the petitioner has a landlord's lien to satisfy his rent of dollars.

Petitioner further says that the distress warrant prayed for is not sued out for the purpose of vexing and harassing the defendant,

Sworn to and subscribed before me, this the day of, A. D. 19..

(Seal.)
R. S. Art. 3240 (3112).

No. 465.

BOND FOR DISTRESS WARRANT.

The State of Texas, County of vs.

Know all men by these presents, that whereas, on the day of, A. D. 19..,, plaintiff in the above entitled cause, sued out a distress warrant from the justice's court of precinct No. . . ., County, Texas, against, distraint for rent: Now therefore we, the said, as principal, and and, as sureties, acknowledge ourselves bound to pay to said such damages as he may sustain in case such warrant has been illegally and unjustly sued out.

.
.
.

Filed and approved this day of, A. D. 19..

R. S. Art. 3241 (3113).

Bond must be signed by two or more good and sufficient sureties, payable to the defendant, and approved by the justice of the peace.

No. 466.

WRIT.

The State of Texas, County of In Justice Court, Precinct No. . . ., County, Texas.

To the Sheriff or any Constable of County, Texas—Greeting:

Whereas,, plaintiff in the cause of vs., has made affidavit that the said is justly indebted to him in the sum of dollars, due for rent and advances

for this year, 19.., on certain land and premises situated in precinct No., County, Texas, and that he has not sued out this distress warrant for the purpose of vexing or harassing the said, and has also given the bond required by law:

Now therefore you are hereby commanded that you seize so much of the property of the said as shall be of value sufficient to satisfy said demand, and keep the same in your possession unless the said shall replevy the same according to law.

Herein fail not, but have you this writ, with your return thereon showing how you have executed the same, before the honorable Court, of County, Texas, on or before the day of, A. D. 19..

Given under my hand this the day of, A. D. 19..

(Seal.)

Justice of the Peace, Precinct No., County, Texas.

Issued on the day of, A. D. 19..

Justice of the Peace, County.

R. S. Art. 3242 (3114).

Said warrant shall be, if the same is within the jurisdiction of a justice of the peace, returnable to said justice; but if the amount in controversy exceeds two hundred dollars, exclusive of interest, and does not exceed five hundred dollars, exclusive of interest, the writ shall be made returnable to the county court. If the amount in controversy exceeds five hundred dollars, exclusive of interest, and does not exceed one thousand dollars, exclusive of interest, the writ shall be made returnable to either the county or district court of the county, as the plaintiff in the writ may direct. If the amount in controversy shall exceed one thousand dollars, exclusive of interest, the writ shall be made returnable to the district court of the county. When the writ is made returnable to the district or county court, the justice of the peace shall transmit all papers in said cause to the court to which such writ is made returnable, on or before the first day of the next term thereof.

R. S. Art. 3242 (3114).

The jurisdiction of the court is fixed by the amount of the demand, and not by the value of the property levied upon under the distress warrant.

Duty of Officer.—It shall be the duty of the officer to whom such warrant is directed to seize the property of such tenant, or so much thereof as shall be of value sufficient to satisfy such debt and costs, and the same in his possession safely keep, unless the same is replevied as herein provided, and make due return thereof to the court to which such warrant is returnable, at the next term thereof.

R. S. Art. 3243 (3115).

OFFICER'S RETURN.

Came to hand on the day of, A. D. 19 . ., at o'clock . . m., and executed on the day of, A. D. 19 . ., at o'clock . . m., at, in County, Texas, by taking possession of the following described property, to wit (here describe the property), which now remains in my custody. (If replevied by defendant, return should read, which, being replevied by defendant, was released to him under his replevy bond herewith returned with this writ.) The distance actually traveled in the execution of such process is miles.

Constable Precinct No., County, Texas.
R. S. Art. 3243 (3115).

The defendant may replevy said property at any time within ten days from the date of said levy, by giving bond payable to the plaintiff, with two or more good and sufficient surties in double the amount of the debt, or, at his election, for the value of the property so seized; conditioned that if the defendant be east in the action he shall satisfy the judgment that may be rendered against him or pay the estimated value of the property, with lawful interest from date of the bond.

R. S. Art. 3244 (3116).

Citation for Defendant.—It shall be the duty of the justice of the peace at the time he issues the warrant to issue a citation to the defendant requiring him to answer before such justice, if he has jurisdiction to finally try the cause, and upon its being returned served to proceed to judgment as in ordinary cases; and if he has not such jurisdiction the citation shall require the defendant to answer before the court to which the warrant was made returnable, and shall be returned with the other papers to such court; provided, that if the defendant has removed from the county without service, the proper officer shall state this fact in his return on the citation; and the court shall proceed to try the case ex parte, and may enter the proper judgment.

R. S. Art. 3247 (3119).

No. 467.
CITATION UNDER DISTRESS WARRANT.

. vs. In Justice Court, Precinct No.
. County, Texas.

The State of Texas. To the Sheriff or any Constable of
County, Texas — Greeting:

These are to command you to summons to appear at the next term of the Court of County, Texas, to be held at the courthouse thereof in the town of, on the

Monday in, being the . . . day of, A. D. 19 . ., then and there to answer a distress warrant returnable to said court, which distress warrant was issued by me on this day on the affidavit of against said, claiming that the said is justly indebted to him in the sum of dollars for the rent of that certain premises situated in precinct No., County, Texas, described as follows (here describe the premises): said rent being due for the current year 19 . ., and the further sum of dollars due for the value of animals, tools and provisions furnished the said by the said during the said current year.

Herein fail not, but have you this writ before the said Court of County, Texas, at the time aforesaid, showing how you have executed the same.

Given under my hand and seal this the day of, A. D. 19 . . (Seal.)

Justice of the Peace, Precinct No., County, Texas.
R. S. Art. 3247 (3119).

OFFICER'S RETURN.

Came to hand on the day of, A. D. 19 . ., at o'clock . . m., and executed on same day by delivering to the within named defendant, in person, at, in County, Texas, a true copy of this citation. (If the defendant has removed from the county without service, the return should be not served, because the within named defendant,, has removed from the county of) The distance actually traveled in the execution of such process is miles.

.....
Sheriff of County, Texas.

No. 468.

REPLEVY BOND UNDER DISTRESS WARRANT.

The State of Texas, County of vs.

Whereas, on the day of, A. D. 19 . ., a distress warrant was issued out of the justice court of precinct No., County, Texas, at the suit of against, and the same was on the day of, A. D. 19 . ., levied by the sheriff (or constable) of County, Texas, on certain property of the said, described as follows (here describe the property):

Now therefore to release the said property unto the said, we, the said, as principal, and and, as sureties, acknowledge ourselves bound to pay to the said

the sum of dollars (double the amount of the demand, or at plaintiff's election the value of the property), conditioned that if the defendant,, shall be cast in the action herein, he shall satisfy the judgment that may be rendered against him, or pay the estimated value of the property, with lawful interest thereon from the date of the bond.

Witness our hands this the day of, A. D. 19..

.....
.....
.....

Approved this the day of, A. D. 19..

.....
Sheriff (or Constable) County, Texas.

R. S. Art. 3244 (3116).

Judgment Against Sureties.—If judgment is rendered against the defendant, such judgment shall be also against him and his sureties on his replevy bond for the amount of the judgment, interest and costs, or for the value of the property replevied and interest, according to the terms of such bond.

R. S. Art. 3245 (3117).

Perishable Property Sold.—If the property is of a perishable or wasting kind, and the defendant fails to replevy, the officer making the levy, or the plaintiff or the defendant, may apply to the court or judge thereof to which the warrant is returnable, either in term time or in vacation, for an order to sell such property; if any person other than the defendant apply for such order, the same shall be granted unless the person applying shall file with such court an obligation, payable to the defendant, with two or more good and sufficient sureties, to be approved by said court, that they will be responsible to the defendant for such damages as he may sustain in case such sale be illegally and unjustly applied for, or be illegally and unjustly made, which sale shall be conducted as sales under execution.

R. S. Art. 3246 (3118).

No. 469.

INDEMNITY BOND ON LEVY OF DISTRESS WARRANT.

The State of Texas, County of

Whereas, a distress warrant has been issued by, a justice of the peace for precinct No., in the county of, in favor of, against, for the sum of dollars, bearing date the day of, A. D. 19.., by virtue of

which the said has directed, a constable (or sheriff, as the case may be) of said county to seize upon (here describe the property), found upon the premises now occupied by the said: Now therefore, in consideration that the said, constable (or sheriff), as aforesaid, shall seize the above described property by virtue of said distress warrant, we,, as principal, and and, as sureties, acknowledge ourselves bound to pay, constable (or sheriff), as aforesaid, the sum of dollars, conditioned that the above bound shall well and sufficiently indemnify, save and keep harmless the said from all costs, charges, damages and suits that he may incur or become liable to in consequence of the seizure of said property, and shall pay off, discharge and cancel all judgments, damages and costs that may be rendered against the said by reason of said seizure.

The statute provides for a bond of indemnity in case of attachments only.

R. S. Art. 199 (165).



No. 470.

APPLICATION FOR SALE OF PERISHABLE PROPERTY SEIZED UNDER DISTRESS WARRANT.

..... vs. No. In Court, Precinct No., County.

To, Esq., Justice of the Peace in the County of

....., plaintiff in the above entitled writ, shows that the property, to wit (here describe the property), seized by, constable of said county, by virtue of a distress warrant issued by, Esq., justice of the peace in said county, on the ... day of, A. D. 19.., in favor of, against, is of a perishable kind, and he prays for an order to sell the same.

This the ... day of, A. D. 19..

R. S. Art. 3246 (3118).

The officer making the levy, or the plaintiff or the defendant, may apply to the court or judge thereof, for an order of sale, but any person other than the defendant shall give bond payable to the defendant, approved by said court. The application for order of sale may be made to the court to which the warrant is returnable.

No. 471.

BOND WHEN ORDER OF SALE OF PROPERTY SEIZED UNDER DISTRESS WARRANT IS APPLIED FOR BY PERSON OTHER THAN DEFENDANT.

..... vs. No. Distress for Rent. In:
..... Court of County, Texas.

Whereas,, plaintiff in the above entitled and numbered writ, has applied to, Esq., a justice of the peace in precinct No., in the county of, for an order to sell (here describe the property), seized on the ... day of, A. D. 19... by, constable, by virtue of a distress warrant issued by the said, Esq., in favor of, against for the sum of dollars, bearing date the ... day of, A. D. 19...: Now therefore we,, as principal and and, as sureties, acknowledge ourselves bound to pay the defendant such damages as he may sustain, in case such sale be illegally and unjustly applied for, or should be illegally and unjustly made.

Witness our hands this the day of, A. D. 19..

.....
.....
.....

Approved day of, A. D. 19..

Justice of the Peace, Precinct No., County, Texas.
R. S. Art. 3246 (3118).



No. 472.

ORDER OF JUDGE ON APPLICATION FOR SALE OF PERISHABLE PROPERTY SEIZED UNDER DISTRESS WARRANT.

The State of Texas, County of In Vacation, this day of, A. D. 19..

The above and foregoing application for order of sale being this day presented and considered by the court, it is ordered that the sheriff (or constable) of County, Texas, proceed to sell the property described in said application for order of sale, as under execution, and that he make due return thereof according to law, pursuant to an order of sale to be issued.

Judge Court, County, Texas.
R. S. Art. 3246 (3118).

No. 473.

ORDER OF SALE OF PERISHABLE PROPERTY SEIZED UNDER A DISTRESS WARRANT.

The State of Texas. To the Sheriff or any Constable of
County, Texas — Greeting:

Whereas has applied to, Esq., justice of the peace in the county of, for an order to sell (here describe the property), seized on the day of, A. D. 19.., by, constable, by virtue of a distress warrant issued by the said, Esq., in favor of, against, for the sum of dollars, bearing date the day of, A. D. 19.., and the said having shown that said property is of a perishable kind, and given bond as required by law: Now therefore you are commanded that you proceed, according to law, and sell the above described property, as under execution, and hold the proceeds subject to any judgment that may be rendered in favor of the said against the said, in said suit.

Herein fail not, and have you the said moneys, together with this writ, with your return thereon, showing how you have executed the same, before me at my office, in, in said county, at a regular term of the justice's court for precinct No., in said county of, to be held on the day of, A. D. 19..

Witness my hand this day of, 19..

.....
Justice of the Peace, Precinct No., County, Texas.

Issued on the day of, A. D. 19..

.....
Justice of the Peace, County.

R. S. Art. 3246 (3118).

No. 474.

OFFICER'S RETURN OF SALE.

Came to hand on the day of, A. D. 19.., at o'clock .. m., and executed by selling the following described property, to wit, (here describe the property), on the day of, A. D. 19.., at the courthouse door of the county of, first having given notice of the time and place of said sale for ten consecutive days, by posting written notices in three public places in said county, one of which was at the courthouse door of said county, at which sale said property was struck off to for the sum of dollars, he being the highest bidder therefor, and I herewith return the proceeds of said sale, to wit, the sum of dollars, into court.

.....
Sheriff, County, Texas.

No. 475.

JUDGMENT FOR PLAINTIFF IN SUIT BY DISTRESS.

..... vs. No. In Justice's Court, Precinct
No., County, day of, A. D. 19..

This day came the parties by their attorneys, and submit the matters in controversy, as well of fact as of law, to the court; and the pleadings, evidence and the argument of counsel having been heard and fully understood, it is the opinion of the court that the plaintiff ought to recover. It is therefore considered, ordered and decreed by the court that the plaintiff,, do have and recover of the defendant,, the sum of dollars for his debt and damages, together with his costs in this behalf expended.

And it appearing to the court that said judgment was rendered on a debt due for rent on acres of land leased by plaintiff to defendant for the year 19.., situated in County, Texas, and known as the farm, and is secured by a landlord's lien on all of the crop raised on said land for said year, it is therefore considered and ordered by the court that said lien on said crops be and is hereby foreclosed, and the bales of lint cotton weighing pounds each, marked, and the bushels of ear corn, all valued at the sum of dollars, seized and levied upon by the constable of County, Texas, on the day of, A. D. 19.., by virtue of a distress warrant issued herein, be and the same is hereby made subject to the payment of said judgment, and that an order of sale be issued commanding the sale of said property, or so much thereof as may be necessary for the satisfaction of this judgment, and the same be applied to the payment of this judgment, and if the said proceeds be insufficient for the payment thereof, that execution hereof issue for the unpaid balance.

(If said property levied upon has been replevied, then add):

And it further appearing to the court that said above described property was replevied by the defendant, who, on the day of, A. D. 19.., executed his replevy bond therefor in the sum of dollars, with and, as sureties, it is therefore further ordered, adjudged and decreed, that the said plaintiff have and recover of the defendant,, and and, the sureties on his replevy bond, the sum of dollars (the amount of the judgment, interest and costs, or for the value of the property replevied and interest, according to the terms of the replevy bond), for which he may have his execution.

R. S. Art. 3245 (3117).

PETITION IN DISTRESS PROCEEDINGS.

When the warrant is made returnable to the district or county court the plaintiff shall not be obliged to file his petition before suing out said

warrant, but may file the same on or before the appearance day of the term of the court to which said papers are returnable.

R. S. Art. 3248 (3120).

TENANTS SHALL NOT SUBLET WITHOUT CONSENT, ETC.

If lands or tenements are rented by the landlord to any person or persons, such person or persons renting said land or tenements shall not rent or lease said lands or tenements during the term of said lease to any other person without first obtaining the consent of the landlord, his agent or attorney.

R. S. Art. 3250 (3122).

OWNERS OF BUILDINGS TO HAVE PREFERENCE LIEN, ETC.

All persons leasing or renting any residence, storehouse or other building, shall have a preference lien upon all the property of the tenant in such residence, storehouse or other building, for the payment of the rents due and that may become due; provided, the lien for rents to become due shall not continue or be enforced for a longer period than the current contract year, it being intended by the term, "current contract year," to embrace a period of twelve months, reckoning from the beginning of the lease or rental contract, whether the same be in the first or any other year of such lease or rental contract. Such lien shall continue and be in force so long as the tenant shall occupy the rented premises, and for one month thereafter; but this article shall not be construed as in any manner repealing or affecting any act exempting property from forced sale.

R. S. Art. 3251 (2402).

DISTRESS WARRANT, HOW OBTAINED.

When any rent shall become due, or the tenant about to remove from such leased or rented buildings, or remove his property therefrom, it shall be lawful for the person to whom the rent is payable, his agent, attorney or assignee to apply to a justice of the peace of the precinct where the building is situated for a distress warrant which shall be issued on an affidavit and bond, and the same proceedings shall be had on the issuance, trial and return of such warrant as is now provided by law in this chapter (title): the object of this and the preceding article being to extend the operation of such law so as to include and protect liens on residences and storehouses and other buildings occupied or used by tenants, and conferring on the owners thereof the same rights and privileges as are now conferred by law on other landlords.

R. S. Art. 3252.

LEASE.

No. 476.

LEASE OF RESIDENCE OR STOREHOUSE.

The State of Texas, County of

This contract, made and entered into this day of, A. D. 19.., between of County, Texas, of the first part, and of County, Texas, of the second part, witnesseth:

First. The party of the first part leases to the party of the second part, for the period of, commencing the day of, A. D. 19.., ending the day of, A. D. 19.., the following described property and premises, situated in the county of and State of Texas, to wit: (here describe the property).

Second. For and in consideration of the above premises, the said party of the second part agrees to pay to the said party of the first part the yearly rent of dollars, at, Texas, due and payable monthly in advance, as follows: dollars, due and payable on the ... day of, A. D. 19.., and dollars on the ... day of each and every consecutive month thereafter until paid.

Third. Should there at any time be any default in the payment of any rent, or in any of the covenants herein contained, then it shall be lawful for the party of the first part to declare this contract canceled and terminated, and to re-enter said premises and remove all persons therefrom without prejudice to any legal remedies which may be used for the collection of rent, all and every claim for damages, for or by reason of said re-entry being hereby expressly waived.

Fourth. At the expiration of this lease, the party of the second part agrees to quit and surrender the said premises in as good state and condition as a reasonable use and wear thereof will permit.

Fifth. The party of the second part is not to sublet the said premises, or any part thereof, without written permission from the party of the first part.

Sixth. It is expressly agreed and understood by and between the parties hereto, that the party of the first part shall have, and by this contract has a valid first lien upon any and all the goods, furniture, chattels or property of any description, belonging to the party of the second part, as a security for the payment of all rent due or to become due, and any and all exemption laws in force in this State, by which said property might be held, are hereby expressly waived.

Witness our hands at, Texas, this day of, A. D. 19..

.....
.....

Witnesses:

.....
.....

No. 477.

LEASE FOR CITY PROPERTY.

The State of Texas, County of

This agreement of lease, made this day of, A. D. 19.., by and between, lessor, and, lessee,

Witnesseth: That the said does, by these presents, lease and demise unto the said the following described property, to wit:(here describe said property), for the term of years from the day of, A. D. 19.., to the day of, A. D. 19.., to be occupied as a family residence and not otherwise, paying therefor the sum of dollars, payable in monthly installments of dollars each on the first day of each and every month during this lease, in advance, upon the following conditions and covenants:

First. That the lessee shall pay the rent in advance as aforesaid, as the same shall fall due.

Second. That the lessee shall take good care of the property and its fixtures, and suffer no waste; and shall, at his own expense and costs, keep said premises in good repair; keep the plumbing work, closets, pipes and fixtures belonging thereto in repair; and keep the water pipes and connections free from ice and other obstructions, to the satisfaction of the municipal and police authorities, during the term of this lease, and at the end or other expiration of the term, shall deliver up the demised premises in good order and condition, natural wear and tear and damages by fire and the elements only excepted. That the lessee shall pay the water tax imposed on the hereby leased premises in each and every quarter as the same shall become due, during the full term of this lease. That no improvements or alterations shall be made in or to the hereby demised premises without the consent of the lessor in writing. All improvements made by the lessee to belong to the lessor at the expiration of the term of this lease hereby granted, unless otherwise agreed upon in writing by the parties hereto.

Third. That the lessee shall promptly execute and fulfill all the ordinances of the city corporation applicable to said premises and all orders and requirements imposed by the board of health, sanitary and police departments, for the correction, prevention and abatement of nuisances in, upon or connected with said premises during the said term of this lease, at his own expense.

Fourth. That the lessee shall not assign this agreement or sublet the premises, or any part thereof (except as may be mentioned above), or make any alterations in the building or premises (except as may be mentioned above), without the consent of the lessor in writing; or occupy or permit or suffer the same to be occupied, for any business or purpose deemed extra hazardous on account of fire.

Fifth. That the lessee shall, in case of fire, give immediate notice to the lessor, who shall thereupon cause the damage to be repaired forth-

with; but if the premises be by the lessor deemed so damaged as to be unfit for occupancy, or if the lessor shall decide to rebuild, the lease herein granted shall cease, and the rent be paid up to the time of the fire.

Sixth. That in case of default in any of the aforesaid covenants, the lessor may enforce the performance thereof in any modes provided by law, and may declare the lease forfeited at his discretion, and he, his agent or attorney, shall have the right, without further notice or demand, to re-enter and remove all persons therefrom without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or breach of covenant, or he, his agent or attorney, may resume possession of the premises and relet the same for the remainder of the term at the best rent they may obtain, for account of the lessee, who shall make good any deficiency; and the lessor shall have a lien as security for the rent aforesaid upon all the goods, wares, chattels, implements, fixtures, furniture, tools and other personal property which are or may be put on the demised premises.

(In case of surety, the following clause may be added: "The premises being leased at the request of, as surety, the latter agrees, in consideration of the said letting, that the lessee shall pay said rent as it accrues, otherwise, the said surety, agrees to assume the payment of such accrued rent.")

In testimony whereof the parties to this agreement have hereunto set their hands in duplicate, the day and year above written.

....., Lessor.
..... Lessee.

....., Surety.

No. 478. -

LEASE WITH TENANT.

The State of Texas, County of

Agreement, made this day of, A. D. 19.., between, party of the first part, and, party of the second part, all of the State and county aforesaid:

Witnesseth: That the said, party of the first part, has rented unto the said, party of the second part, acres of land in his said farm, until the day of, A. D. 19.., said farm being in the State aforesaid and county of and said binds himself to cultivate acres of said land in cotton and acres in corn, and acres in wheat, and acres in oats, and acres in barley, in a farmer-like manner, and to deliver to the nearest gin, one-fourth of all the cotton that he may make

on said land during the year 19.., to said after it has been ginned and baled, he, the said, paying for one-fourth of all the bagging and ties necessary for the entire crop of cotton; and one-fourth of all the cotton seed. Also, to deliver into the cribs or granary of said, at, one-third of all the corn, wheat, oats or barley (the wheat, oats and barley to be threshed), blade or stock fodder that he may make on said land during the year 19..

And the said binds himself to assist in keeping the stock from destroying any portion of the crop in said farm, and in keeping the fencing up around the entire farm, hereby giving the said a lien upon the crop for the performance of the above obligations.

And it is further understood and agreed, that neither the party of the first part, nor the party of the second part, has any right to dispose of any portion of the crop until the terms of this contract have been complied with in all things.

And it is further understood and agreed, that both of the contracting parties to this agreement are hereby prohibited from turning or allowing any stock to run in said farm, or to "stake" upon the grass therein.

And it is further understood and agreed, that the said, party of the second part, hereby agrees and binds himself to use due diligence in preventing the destruction of the houses and fences by fire or any other means, and to turn over to said, party of the first part, on the day of, 19.., said houses and fences in the same good order and condition that they are at present.

It is further understood and agreed by the above mentioned contracting parties, that if the said, party of the second part, sows any small grain upon the above mentioned land, that the said, party of the second part, shall, at his own expense, break up the stubble before the first day of, 19.., and in default of same, party of the first part may do or have the same done at the expense of said party of the second part. It is further agreed that, in addition to the liens already provided, or to be provided by law, said, party of the first part, is hereby fully empowered to take into his possession and sell, at the current market price, the first products of said crops as fast as the same can be prepared for market, to an amount sufficient to repay all advances made by said, party of the first part, to said, party of the second part, and to pay all rents due, or to become due, on said land.

In testimony of all the above, we hereunto sign our hands this day of, A. D. 19.., in the presence of

Witnesses :

.....
.....

.....
.....

No. 479.

LEASE.

The State of Texas, County of

This contract, made and entered into this the day of, A. D. 19.., between of County, Texas, of the first part, and of County, Texas, of the second part:

Witnesseth: That in consideration of the covenants herein contained on the part of the said, of the second part, and his representatives to be kept and performed, he, the said, of the first part, doth hereby grant, demise and lease unto the said, of the second part, the following described property, with the improvements thereon, situated in the county of and State of Texas, to wit (here describe the property); to have and to hold the said land and premises hereby demised unto the said and his representatives from the day of, A. D. 19.., to the day of, A. D. 19.., during the full term of this lease, yielding and paying (except only in case of fire or other casualty, as hereinafter is mentioned), the rent or sum of dollars yearly, by equal monthly (or quarterly or annual, as the case may be), payments in advance, to wit dollars on the day of, A. D. 19.., and the same sum on the day of each and every consecutive month thereafter in said year and in every year during said term, and at the same rate for such further time as the said lessee,, or any other person or persons claiming under him, shall hold the said premises or any part thereof, the first monthly payment thereof to be made on the day of, A. D. 19..; and the said, of the second part, for himself and his representatives, hereby covenants and agrees with and to the said, of the first part, his representatives and assigns, that he will, during said term and for such further time as the said lessee or any other person or persons claiming under him shall hold the said premises or any part thereof, pay unto the said lessor, his heirs or assigns, the said monthly and yearly rent at the times and dates hereinbefore mentioned for the payment thereof (except only in case of fire or other casualty, as hereinafter mentioned), and also all the taxes and assessments whatsoever, whether in the nature of taxes now in being or not, which may be payable for or in respect of the said premises or any part thereof during said term, and also will keep all and singular the said premises in such repair as the same are in at the commencement of said term, or may be put in by the said lessor or his representatives during the continuance thereof, reasonable use and wear thereof and damages by accidental fire or other inevitable accidents only excepted; and the said, of the second part, further covenants and agrees with and to the said, of the first part, his heirs and assigns, that he or others having his estate in the

premises will not assign this lease nor underlet the whole or any part of the said premises, nor make or allow to be made any unlawful, improper or offensive use thereof, and that no alterations or additions shall be made during the term of this lease aforesaid in or to the same without the written consent of the said lessor, and also that it shall be lawful for the said lessor and those having his estate in the premises at seasonable times to enter into and upon the same to examine the condition thereof; and further, that he, the said, of the second part, and his representatives, shall and will at the expiration of said term, peaceably yield up unto the said lessor or those having his estate therein, all and singular the premises and all future erections or additions to or upon the same in good tenantable repair in all respects, reasonable use and wear thereof and damages by fire or other casualties excepted; provided, however, and these presents are upon this condition, that if the said lessee or his representatives or assigns do or shall neglect or fail to perform and observe any or either of the covenants contained in this instrument which on his or their part are to be performed, or if the said lessee shall be declared bankrupt according to law, or if any assignment or conveyance be made of said property for the benefit of creditors, then in either of said cases the lessor or those having his estate in the said premises lawfully may immediately, or at any time thereafter, and whilst such neglect or default continues, and without further notice or demand, enter into and upon the said premises or any part thereof in the name of the whole, and repossess the same as of his or their former estate, and expel the said lessee and those claiming under him and remove his effects (forcibly, if necessary), without being taken or deemed guilty of any manner of trespass, all and every claim for damages, for or by reason of said re-entry being hereby expressly waived, and without prejudice to any remedies which might otherwise be used for arrears of rent, and that upon entry as aforesaid the said term shall cease and be ended; and provided, also, that in case the premises or any part thereof shall during said term be destroyed or damaged by fire or other unavoidable casualty so that the same shall be thereby rendered unfit for use and habitation, then and in such case the rent hereinbefore reserved, or a just and proportionate part thereof according to the nature and extent of the injury sustained, shall be suspended or abated until the said premises shall have been put in proper condition for use and habitation by the said lessor, or these presents shall thereby be determined and ended at the election of the said lessor or his legal representatives. It is expressly agreed that, if any merchandise or property that may be in the premises during said term shall be injured or destroyed by water or otherwise, no part of such loss or damage shall be borne by the said lessor; and, also, that the said lessee will keep all the glass in the premises in good repair, and leave the same at the end of said term in good condition. And it is expressly agreed and understood by and between the parties hereto, that, of the first part, shall have, and by

this contract has a valid first lien upon any and all the goods, furniture, chattels or property of any description, belonging to, of the second part, to secure the prompt payment of the rent herein stipulated to be paid for the use of said premises. And the said lessor covenants and agrees with the said lessee and his representatives that he and they paying the rent aforesaid, and performing each and all the covenants herein contained on his and their part to be paid and performed, shall peaceably hold and enjoy the said herein demised premises without hindrance or interruption by the said lessor or any other person or persons whomsoever.

Witness our hands at, this day of, A. D. 19.

Signed and delivered in the presence of

R. S. Art. 3249 (3121).



No. 480.

LEASE—OIL, ETC.

Agreement, made and entered into this . . . day of, A. D. 19. . . , by and between of the county of, and State of Texas, party of the first part, and, party of the second part:

Witnesseth: That the said party of the first part, for and in consideration of the sum of one dollar to him in hand well and truly paid, the receipt of which is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter mentioned, does covenant and agree to lease, and by these presents has leased and granted the exclusive right unto the party of the second part, his heirs or assigns, for the purpose of operating and drilling for petroleum or gas, mineral or mineral substances, to lay pipe lines, erect necessary buildings, release and subdivide all of that certain tract of land situate in County, State of Texas, and bounded and described as follows, to wit: (here describe the property), containing acres.

The party of the second part, his heirs or assigns, to have and to hold the said premises for and during the term of ten years from the date hereof, and so long thereafter as oil or gas, mineral or mineral substances can be produced in paying quantities.

The party of the second part, his heirs or assigns, agrees to give to the party of the first part one part of all the petroleum obtained from said premises, as produced in the crude state, the said one part of the petroleum to be set apart in tanks or in the pipe line running said

petroleum to the credit and for the benefit of the said party of the first part. The said party of the first part is to fully use and enjoy the said premises for the purposes of tillage, except such part as shall be necessary for said mining purposes, and a right of way over and across said premises to the place or places of mining or operating. The said party of the second part is further to have the privilege of using sufficient gas, water and timber from the premises, herein leased, to run the necessary engines or for building purposes, and the right to remove any machinery, fixtures and buildings placed on said premises by said party of the second part, or those acting under him, and is not to put down any well for oil on the land hereby leased within ten rods of the buildings now on said premises without the consent of the said party of the first part

It is agreed, that if gas is found in paying quantities, the consideration in full to the party of the first part for gas shall be one hundred dollars per annum for gas from each well when utilized and sold.

The party of the second part agrees to commence operations within month.. from the execution of this lease, or in lieu thereof, thereafter to pay to the said party of the first part per acre per annum until work is commenced.

And it is further agreed, that the second party, his heirs or assigns, shall have the right at any time to surrender up this lease, and be released from all moneys due and conditions unfulfilled, then and from that time this lease and agreement shall be null and void and no longer binding on either party, and the payments which shall have been made be held by the party of the first part as full stipulated damages for the nonfulfillment of the foregoing contract; and all conditions between the parties hereunto shall extend to their heirs, executors and assigns.

Witness the following signatures and seals.

. (Seal.)
 (Seal.)
 (Seal.)
 (Seal.)
 (Seal.)

Act regulating drilling, operating, etc., of oil wells, etc. See 26th Leg., Reg. Ses. (1899), p. 68.

No. 481.

GRANT—DRILLING OIL WELL, ETC.

In consideration of the sum of one dollar, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained (mail address postoffice County,), first party hereto hereby grants and warrants unto

....., the second party hereto, heirs, successors and assigns, upon the terms and conditions hereinafter contained, all the oil and gas in and under the following described premises, together with the exclusive right to enter thereon at all times for the purpose of drilling and operating for and removing the same; to erect, maintain or move, at any time, all buildings, structures, pipes, pipe lines and machinery necessary for the production and transportation of same. Provided, that second party shall not use any part of said premises except such part as is actually needed for above purposes: A lot of land situated, county of, in the State of, described as follows, to wit (here describe the premises).

The above grant is made upon the following terms:

First. Second party agrees to drill a well upon said premises, commencing within from this date, or thereafter pay to first party the sum of per annum, payable until said well is commenced, or the property hereby granted is reconveyed to the first party, or this grant is surrendered, abandoned or forfeited by its terms. A deposit to the credit of first party in the bank of shall be a good and sufficient payment for any money falling due under this grant.

Second. Should oil be found upon the premises, second party agrees to deliver to the first party the one-tenth part of all the oil that may be delivered in pipe lines.

Third. Should gas be found, second party agrees to pay first party dollars each year for each well from which gas is used off the premises by the second party, commencing with the time gas is first transported off said premises, and such payment is to be in lieu of the acreage payments above mentioned.

Fourth. As long as the second party shall sell the gas from any gas well on said premises, the first party shall be entitled to have enough gas, free of cost, to heat and light one dwelling-house on said premises and for domestic uses connected with said dwelling-house, but shall, at the cost and sole risk of first party, lay and maintain the surface pipes; and the party of the second part shall make connections with the well or pipe line at the most convenient place.

Fifth. Second party to have wood and rig timbers free for operating this lease.

Sixth. Should second party fail to pay within sixty days after the same becomes due any sum of money herein agreed to be paid to first party, the first and second party mutually agree that second party shall have the right, for one dollar, cash, to be paid to first party at time of reconveyance, to reconvey all interest conferred upon the second party or their assigns by reason of this instrument, which reconveyance first party hereby agrees to accept and release the second party from all liabilities incurred by reason of the within grant, except the obligation to pay all sums accrued to date of reconveyance.

Seventh. At any time within thirty days from the expiration of years from the date hereof, providing second party shall have failed to drill a well on the premises herein described, first party may terminate this grant upon giving second party sixty days' written notice of his or their desire to so terminate it, and thereupon the second party shall execute a release to the first party.

Eighth. The second party shall have the right, free of charge, to use sufficient water from the premises to run all machinery for developing and operating said property, and the right to remove all property at any time and the right to assign this grant and all interest acquired thereunder in whole or in part, subject to all the terms and conditions thereof.

It is further contracted by and between the above mentioned parties, in consideration of one dollar paid by the part. . of the second part to the part. . of the first part, at this date, that the part. . of the second part, . . . assigns or legal representatives, shall have the sole and exclusive right, privilege and option of becoming the purchaser of the mineral rights of the above described land or real property, or any portion second part. . may select, at any time within from the completion of first well, for the price and sum of dollars per acre, provided and upon condition only that said purchase shall be made within the time above limited, by giving the part. . of the first part written notice of election to make such purchase for said price upon said terms, in which case this lease shall be void from the date of such purchase on that part purchased and paid for. First part. . to have a reasonable time to perfect and furnish abstract of title, and hereby agree. . to give a clear warranty deed.

In witness whereof the parties hereto have hereunto set their hands and seals this day of, A. D. 19. .

..... (Seal.)
..... (Seal.)
..... (Seal.)
.....

Signed, sealed and delivered in the presence of

.....
.....

SINGLE ACKNOWLEDGMENT.

The State of Texas, County of

Before me,, in and for said county and State, on this day personally appeared, known to me to be the person. . whose name. . subscribed to the foregoing instrument and acknowledged to me that . . he. . executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this day of, A. D. 19. .

.....

JOINT ACKNOWLEDGMENT.

The State of Texas, County of

Before me,, in and for County, Texas, on this day personally appeared and, wife of, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said, wife of the said, having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this day of, A. D. 19..

.....

Grant. From to, acres in, range; acres in, range Dated, 19..

	Range.....	Range.....		
Range.....				
Range.....				
Range.....				

WELLS

Date	Date Completed	Date Used
.....
.....
.....
.....

PAYMENTS.

Date	For What Paid	Amount
.....
.....
.....
.....

Regulating and operating wells, oil, gas and water. 29th Leg., Reg. Ses. (1905), p. 228.

LIEN.

No. 482.

LIVE STOCK.

The State of Texas, County of

This contract, made and entered into by and between of County, Texas, party of the first part, and of County, Texas, party of the second part, witnesseth:

That the said party of the first part is the owner of certain (mare or cow) of the following description, viz: color, age, years, mark,, brand, and the said party of the second part is the owner of a certain (stallion, jaek or bull) which he keeps confined for the purpose of standing him for profit, and which (stallion, jaek or bull) is described as follows (here describe the animal), and he represents the same to be of the following pedigree, viz::.....

And the said party of the first part desires, or has procured, the aforesaid (mare or cow) to be served by said (stallion, jaek or bull), for which service he agrees to pay to the said party of the second part the sum of dollars, to be due and payable on the day of, 19.., with interest from at the rate of per cent per annum; and for the purpose of securing prompt payment of the same, the said party of the first part agrees that the said party of the second part shall have a preference lien upon the progeny of said (stallion, jaek or bull), as provided by an act of the Twenty-first Legislature, approved April 3, 1889, and such lien may be foreclosed in the same manner as other mortgage liens on personal property.

In witness whereof the said parties hereto set their hands on this the day of, A. D. 19..

29th Leg., Reg. Ses. (1905), p. 24.

.....
Party of the First Part.

.....
Party of the Second Part.

Witnesses:

.....
.....

[Acknowledgment same as in deeds.]

R. S. Arts. 3335-3339.

The owner or keeper of any stallion, jaek or bull, who keeps the same confined for the purpose of standing them for profit, shall have a preference lien upon the progeny of such stallion, jaek or bull, to secure the payment of the amount due such owner or keeper for services of such stallion, jaek or bull. Such lien may be foreclosed in the same manner

as other mortgage liens upon personal property in Texas; provided, that where parties misrepresent their stock by false pedigree no lien shall obtain.

Such lien shall remain in force for twelve months from the birth of said progeny, but shall not be enforced until six months after such birth.

In order to fix said lien such contract should be filed in the office of the county clerk of the county of the residence of the person benefited by such service, and recorded therein.

If the contract or agreement be verbal a duplicate copy of the same shall be made under oath; one to be delivered to the county clerk to be filed and recorded and the other to be transmitted to the party owing the debt. The contract, written or sworn to, shall contain a definite description by marks, brands and color of the mother of such progeny.

No. 483.

LABORER'S, ETC., LIEN.

26th Leg., Reg. Ses. (1897), p. 218.
Sayles' Ant. Sts., Arts. 3339a-3339f.

AFFIDAVIT — LABORER'S, ETC., ACCOUNT.

The State of Texas, County of

....., affiant, makes oath and says that the annexed is a true and correct account of the amount due him by for labor and services done and performed by affiant for the said, at his special instance and request, under and by virtue of a verbal (or written, as the case may be) contract, substantially as follows (here briefly state the agreement or contract); that said account and the amount therein stated, to wit dollars, is, within the knowledge of affiant, just and true; that it is due, and that all just and lawful offsets, payments and credits have been allowed, and the said, though requested, has failed (or refused) to pay the same or any part thereof; that said indebtedness accrued upon the ... day of, A. D. 19.., and that within thirty days after said indebtedness had accrued, to wit, on the ... day of, A. D. 19.., affiant made and presented to the said, a duplicate account of such service, with amount due him for the same, and affiant now makes this affidavit to fix and secure his laborer's lien upon the following described property belonging to (or in the possession of) the said, to wit (here describe said property), in accordance with the statutes in such cases made and provided.

.....
Subscribed and sworn to before me, this ... day of, A. D. 19..
(Seal.)

Notary Public, County, Texas.

Said account shall be made out in duplicate, one of which shall be presented to the said employer, etc., and the other filed with the county clerk of said county, within thirty days after said indebtedness shall have accrued. If service by agreement is performed by the day or week, said wages shall be due and payable weekly, or if by the month, monthly.

Sayles' Ant. Sts., Art. 3339c.

Allen et al. v. Glover, 65 S. W. R. 379.

LIQUOR DEALERS AND TAXATION.

Taxation—Sale of liquor regulated. R. S. Arts. 5060a-5060j.

Liquor Dealers. R. S. Arts. 3380-3383.

No. 484.

APPLICATION FOR LICENSE FOR THE SALE OF SPIRITUOUS, VINOUS OR MALT LIQUORS OR MEDICATED BITTERS.

The State of Texas, County of

I—we—the undersigned, hereby make application for license for the sale of (a) in quantities of to be—(b) not to be—drunk on the premises; and, having been duly sworn, declare that, on the day of, A. D. 19.., I—we—intend to engage in the sale of such liquors, in the quantities and in the manner above applied for, at No., street, in the of, county of

(Signed)

Subscribed and sworn to before me, this ... day of, A. D. 19..
.....

a. State whether it is proposed to sell spirituous, vinous and malt liquors, or malt liquors exclusively.

b. If to be drunk on the premises, strike out the words "not to be," so as to show clearly the intention of applicant.

R. S. Art. 5060c. As amended by 25th Leg., Reg. Ses. (1897), p. 224.

No. 485.

LIQUOR DEALER'S BOND—SPIRITUOUS.

The State of Texas, County of

Whereas, desires to engage in the sale of spirituous, vinous and malt liquors, and medicated bitters capable of producing intoxication, to be drunk on the premises, in quantities of one gallon or

....., at, in the of, in the county of, State of Texas, and has made the application and paid the taxes required by law:

Therefore, know all men by these presents, that we,, as principal, and and, as sureties, are held and firmly bound unto the State of Texas in the sum of five thousand dollars, for the payment of which we bind ourselves, our heirs and legal representatives, jointly and severally:

Conditioned, that the said, principal, shall keep an open, quiet and orderly house or place for the sale of spirituous, vinous or malt liquors, or medicated bitters capable of producing intoxication, and that or, agent or employe, will not sell nor permit to be sold in house or place of business, nor give nor permit to be given any spirituous, vinous or malt liquors, or medicated bitters capable of producing intoxication, to any person under the age of twenty-one years, or to a student of any institution of learning, or to any habitual drunkard, or to any person after having been notified in writing, through the sheriff or other peace officer, by the wife, mother, daughter or sister of the person, not to sell to such person; and that will not permit any person under the age of twenty-one years to enter and remain in such house or place of business; and that will not permit any games prohibited by the laws of this State to be played, dealt or exhibited in or about such house or place of business; and that will not rent or let any part of the house or place in which undertake to sell spirituous, vinous or malt liquors or medicated bitters capable of producing intoxication in any quantity to be drunk on the premises, to any person or persons for the purpose of running or conducting any game or games prohibited by the laws of this State; and that will not adulterate the liquors sold by in any manner, by mixing with the same any drug; and that will not knowingly sell or give away any impure or adulterated liquors of any kind; then this obligation to be null and void, otherwise to remain in full force and effect.

Witness our hands this day of, A. D. 19..

.....
.....
.....
.....

Approved this day of, A. D. 19..

.....
Judge County, Texas.

The State of Texas, County of

Before me, (name and official character of the officer), of the county of, in the State of Texas, on this day personally appeared, known to me (or proved to me on the oath of) to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this day of, A. D. 19..

(Seal.)

OATH OF SURETIES.

The State of Texas, County of

We, each of us, and, do swear that we are worth, in our own right, at least the sum of dollars, after deducting from our property all that which is exempt by the Constitution and laws of the State from forced sale, and after the payment of all our debts of every description, whether individual or security debts, and after satisfying all incumbrances upon our property which are known to us; and that we reside in the county of, and have property in the State liable to execution worth: the said sum of dollars; the said sum of dollars; the said sum of dollars, or more.

.....
.....
.....

Subscribed and sworn to before me, this ... day of, A. D. 19.. (Seal.)

INDORSEMENT ON BOND.

No. Liquor Dealer's Bond (Spirituous) — Bond of, principal, and and and, sureties.

Filed this day of, A. D. 19.., County Clerk, County, Texas. By, Deputy.

Recorded this day of, A. D. 19.., in the record of liquor dealers' bonds of County, Texas, in volume, page, County Clerk of County, Texas. By Deputy.

Fees — Recording, \$.....; acknowledgment, \$.....; total, \$.....

MORTGAGES.**No. 486.****CHATTEL MORTGAGE.**

The State of Texas, County of.....

Know all men by these presents, that I,, of County, Texas, in consideration of one dollar to me paid by....., the receipt whereof is hereby acknowledged, have bargained, sold and conveyed and by these presents do hereby bargain, sell and convey to the said the following described personal property, viz: (here describe the property).

To have and to hold the same to the use of said, his heirs, executors, administrators and assigns forever.

And I bind myself, my heirs, executors and administrators, to warrant and forever defend the title to said property unto the said, his heirs and assigns, against the lawful claims of any person whomsoever. Said property being now situated in, in County, Texas, and shall remain in my possession, subject to all the conditions hereinafter mentioned.

The foregoing sale, however, is intended as a mortgage to secure the payment of my indebtedness to, the same being evidenced by two notes made by, dated day of, A. D. 19.., and described as follows (here describe said notes, giving the amount, when due, etc.)

Provided, nevertheless, that if said mortgagor shall duly pay said notes according to the tenor and effect thereof, said conveyance shall become null and void, otherwise to remain in full force and effect.

The mortgagor hereby expressly agrees and covenants that on default of payment of principal or interest, or any sale, or any attempt to sell said goods or chattels, or any part of them, or to remove them, or any part of them, from the county, or from their present location, or upon any seizure of them, or any part of them, by any process of law, or if any holder of said note.. shall at any time feel unsafe or insecure from any cause, then, and in that event, said mortgagee or his assigns, agent or representative is hereby authorized at his option to declare all said notes due and to take actual possession of said property, and to sell the same at public auction for cash, at, in County, Texas, with or without having possession of said property present at said sale, after having given notice of the time, place and terms of said sale, as the law now requires for sales of personal property under execution. And the proceeds arising from such sale shall be applied—first to the necessary and proper expenses of such sale, then to the payment of said notes then remaining unpaid, the balance, if any, to be paid to said mortgagor or his order. The said mortgagee or assigns

having power to receive said money and make bills of sale of said property.

Witness my hand this day of, A. D. 19..

Witnesses:

.....

R. S. Art. 3327.

Chattel mortgage should be forthwith deposited with and filed in the office of the county clerk, etc.

R. S. Art. 3328. Arts. 3328 and 4651 (1895), amended by 25th Leg., Reg. Ses. (1897), p. 209.

No. 487.

CROP—CHATTEL MORTGAGE.

The State of Texas, County of

Know all men by these presents, that I,, of County, Texas, to secure my indebtedness to, of County, Texas, amounting to dollars, as is evidenced by my note payable to, dated on the day of, 19.., and due on the ... day of, 19.., and also such other sums of money which I may be owing him for merchandise, money, provisions or advances made by me during the year 19.., all of which said indebtedness I promise to pay at, Texas, have this day and by these presents granted, sold, conveyed and mortgaged to the said, his heirs and assigns, free of prior liens or other incumbrance, all that certain property owned by me and now in my possession in said county of and described as follows(here describe the property).

Also my entire crop of cotton and corn or other produce planted or to be planted and grown by me and those in my employ, or any other crop I may have an interest in during the year 19.., on the farm of, situated in said county about miles of the town of in said county, now occupied by me, or on any other farm or crop I may be interested in, consisting of not less than acres in cotton and acres in corn; and also all succeeding crops raised by me on said farm or elsewhere in or outside of said county at any time hereafter, until said indebtedness is paid.

I agree to cultivate said land in a farmer-like manner, to gather the crops in good time, order and condition; to have the cotton ginned and baled, and to deliver all of said cotton, corn or other produce raised on said land, at my expense, from time to time, and as rapidly as it can be made ready for market, to the said, at, Texas, if

by him required, and he shall have the exclusive right to sell the same and apply the proceeds of sale to the payment of said indebtedness.

And in case of my failure to pay said indebtedness or any part thereof, when it becomes due, to the said, or the legal holder thereof, or in case I should remove said property or any part thereof beyond the limits of said county, or sell or otherwise dispose of the same, without the written consent of the said, or the holder of the said indebtedness, or in case he may at any time deem himself insecure, at his option, he may declare said indebtedness due and take immediate possession by himself or agent of any or all of said property, and sell the same at public or private sale for cash; and if at public sale, at, in said county, after giving ten days' notice of the time, terms and place of sale by posting a written notice hereof at (or the said or holder of said indebtedness at his option may proceed at law for the collection of same); and after any such sale he shall apply the proceeds of sale, after paying the expenses of sale, to the payment of said indebtedness, and the balance, if any, to be paid to me or my order.

And in case of any such sale I agree at my expense to deliver said property to the said, on the day of sale at, in said County; but any such sale made by said shall be valid and binding, whether said property be present at any such sale or not.

Witness my hand this the day of, A. D. 19..

Attest:

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Witnesses.

No. 488.

MORTGAGE TO INDEMNIFY SECURITY.

The State of Texas, County of

Know all men by these presents, that I,, of said county and State, for and in consideration of the sum of dollars, to me in hand paid by of the county of and State of Texas, the receipt of which is hereby acknowledged, do, by these presents, bargain, sell and convey unto the said, his heirs and assigns, the following described property, to wit (here describe the property).

And I hereby bind myself, my heirs, executors and administrators, to warrant and forever defend the right and title to said property to the said, his heirs and assigns, against the lawful claim of any

person whomsoever. This conveyance, however, is intended as a mortgage, I being indebted to in the sum of dollars, as evidenced by a certain promissory note bearing date day of, A. D. 19.., and due day of, A. D. 19.., and payable to the order of, made by me and the said, as my security. Now, if I pay, or cause to be paid, said indebtedness, at or before its maturity, then this obligation is to be null and void; but in case said note is not paid at its maturity, then the said is hereby fully authorized and empowered to take charge of the property hereinbefore described, and sell the same at public outcry, for cash, at, in said county and State, after giving notice of the time, place and terms of said sale, by posting up notices of the said sale in three public places in said county; and the proceeds arising from said sale to be applied to the payment of said note, interest and costs, and the balance, if any then remaining, to be turned over to me, the said, or my order.

The holder of the indebtedness or party hereby secured may become the purchaser at such sale, being the highest bidder.

Witness my hand this day of, A. D. 19..

.....

.....

Witnesses.

No. 489.

MORTGAGE DEED, WITH POWER OF SALE.

The State of Texas, County of

Know all men by these presents, that I,, for and in consideration of dollars paid by, the receipt of which is hereby acknowledged and confessed, do hereby give, grant, bargain, sell and convey to the said a certain tract, lot or parcel of land situate, lying and being in the county of, State of Texas, and bounded and described as follows (here give a description of the land); to have and to hold the above described land with all the privileges and appurtenances thereto belonging, to the said grantee, his heirs and assigns, to their use and behoof forever; and I, the said grantor, for myself and my heirs, executors and administrators, do covenant with the said grantee, his heirs and assigns, that I am lawfully seized in fee simple of the above described land and premises, free from all incumbrances, and that I have a good right to sell and convey the same to the said grantee, his heirs and assigns, as aforesaid, and that I will, and my heirs, executors and administrators shall warrant and defend the same to the said grantee, his heirs and assigns, forever,

against the lawful claims and demands of all persons; provided, nevertheless, that if the said grantor, his heirs, executors or administrators shall pay unto the said grantee, his executors, administrators or assigns, the sum of dollars in one year from the day of the date hereof, with interest on said sum at the rate of per cent per annum, evidenced by a certain promissory note of even date herewith executed by me and payable to the order of said grantee, and until such payment, shall pay all taxes and assessments levied on the said above described premises, and shall also keep the buildings standing on said land aforesaid insured in the sum of not less than dollars, in some good and responsible fire insurance company or companies approved by the grantee herein, for the benefit of the said grantee, and his executors, administrators and assigns, to whom the loss, if any, shall be payable, and by whom the policies shall be kept. And in case of default made by the said grantor in performance of any of the foregoing stipulations, the same may be performed by the said grantee herein, for account and at the expense of the said grantor herein, and any and all expenses incurred and paid in so doing shall be payable by the said grantor to the said grantee or to the party paying such expenses, with interest at the rate of per cent per annum from the date when the same was so incurred or paid, and shall stand secured and payable by and under this deed in like manner with the other indebtedness herein mentioned, and the amount and nature of such expenses and time when paid shall be held fully established by the affidavit of the holder or holders of said indebtedness, of the party paying such expenses, or of his or their agent.

Now, upon the payment of the said indebtedness above described, both principal and interest, as the same shall become due and payable, and strictly complying with all the conditions and requirements herein provided, then this deed, as also my said certain promissory note, bearing even date with these presents, whereby, for value received, I promise to pay to the said grantee or his order the said sum and interest, at the times aforesaid, shall become null and void and of no further force and effect, and shall be released at the cost and expense of the said grantor herein. But should the said grantor herein make default in the punctual payment of said indebtedness, or any part thereof, principal or interest, as the same shall become due and payable, or should said grantee herein in any respect fail to keep and perform any one or more of the conditions herein provided to be kept and performed by said grantor, then, and in any such case, the whole amount of said indebtedness remaining unpaid shall, at the option of the holder or holders of said indebtedness, immediately mature and become payable, then it shall be lawful for said grantee herein, his executors, administrators and assigns, to enter into and upon all and singular the land and premises above described and herein granted, and to sell and dispose of the same at public auction in front of the courthouse of, in County, in the State of Texas, on the first Tuesday in any month, between the

hours of 10 o'clock a. m. and 4 o'clock p. m., to the highest bidder for cash, selling all the above property conveyed as an entirety or in parcels, as the grantee herein may elect, first giving notice of the time and place of sale by advertising the same for at least twenty days successively before the day of sale, by posting up written or printed notices thereof in three public places in County, Texas, one of which shall be at the courthouse door at, County, Texas, and in his or their own name, or as the attorney of the said grantor herein, for that purpose by these presents duly authorized, constituted and appointed, to make and deliver to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance of the same in fee simple, with general warranty, binding the said grantor, his heirs and assigns, and out of the money arising from such sale to retain the principal and interest which shall then remain due of the moneys mentioned in the condition of this deed as aforesaid, together with the costs and charges of advertising and selling said land and premises, rendering the balance of the purchase money, if any, to the said grantor, his heirs or assigns, and such sale, so to be made, shall forever be a perpetual bar, both in law and in equity, against the said grantor, his heirs and assigns, and all other persons claiming or to claim the said land and premises, or any part thereof, by, from or under him, them or any of them.

The said grantor herein hereby declares that the property hereinbefore mentioned and conveyed to the said grantee forms no part of any property now owned, used or claimed by him as a homestead, or exempt from forced sale under the laws of the State of Texas, in so far as the indebtedness herein mentioned is concerned, and disclaims and renounces all and every claim thereto under any such law or laws. The grantee shall have no right to enter and take possession of said premises until default in the payment of said sum of money, or other default as herein provided.

Witness my hand this the . . . day of, A. D. 19.

[Acknowledgment same as given under deeds.]

All deeds of trust and mortgages on lands should be acknowledged or proved and filed with the county clerk to be recorded as required by law. They shall be recorded in the county where such real estate or a part thereof is situated; provided, that all such instruments, when relating to real estate situated in an unorganized county, shall be recorded in the county to which such unorganized county is attached for judicial purposes.

R. S. Art. 4640a.

No. 490.

CHATTEL MORTGAGE—GOODS, WARES AND MERCHANDISE.

The State of Texas, County of

Know all men by these presents, that I,, of the county of, and State of Texas, for and in consideration of the sum of one dollar to me in hand paid by, the receipt of which is hereby acknowledged and confessed, and for the purposes, consideration and use hereinafter set forth and declared, have granted, sold, assigned, transferred and delivered and hereby by these presents assign, transfer, convey and deliver unto the said, as trustee (and to his successor herein provided) all and singular the certain stock of goods, wares and merchandise, situated and being in the story brick building, situated on lot number in block number of addition to the city of, in County, Texas; said stock of goods, wares and merchandise, consisting principally of dry goods, notions and groceries, such as hats, shoes, dress goods, domestics, notions, flour, meat, coffee and sugar, and such other articles as are usually kept in a stock of general merchandise, together with the furniture and fixtures and such other stock and articles belonging thereto;

To have and to hold, unto the said, and unto his successor and substitute herein provided, their heirs and assigns forever, all and singular the above described property, goods, wares and merchandise, furniture and fixtures. In trust, however, for the following purposes and upon the following conditions, to wit: that whereas, I, the said, am justly indebted unto, of County, Texas, in the sum of dollars, upon account due on demand;

And I am also indebted unto, of County, Texas, in the sum of dollars, as is evidenced by a promissory note by me executed and payable to the order of, and bearing interest at the rate of per cent per annum from thereof until paid, and stipulating for ten per cent as attorney's fees if placed in the hands of an attorney for collection or suit is brought on same, dated on the day of, A. D. 19.., due on the day of, A. D. 19.., and being for the sum of dollars; which said above named creditors are hereby designated and will hereinafter be known and referred to as my creditors in class "A";

I am also indebted to, of, County, Texas, in the sum of dollars, due upon account, due on demand;

I am also indebted to, of, County, Texas, in the sum of dollars, due upon account, due on demand; said two last above named creditors are hereby designated and will hereinafter be known and referred to as my creditors in class "B." And

desiring to secure my several creditors above mentioned, in the payment of their respective claims against me as above mentioned in the manner and in the order hereinafter named; therefore this conveyance is made and is intended as a mortgage to secure my said creditors above mentioned in the manner and order hereinafter expressed. And the said is hereby by me fully authorized and empowered, and it is made his special duty to immediately take possession of all of said property, wares and merchandise, furniture and fixtures, and the same retain until this trust is executed, according to its terms hereof. And the said shall, as soon as practicable, take a full and complete inventory of all of said property, goods, wares and merchandise, furniture and fixtures, or so much thereof as may be necessary for the purpose of executing this trust; and the same may be sold in bulk or in parcels, with or without advertising, at public or private sale, as to him may seem best. And so long as any of said property, goods, wares and merchandise, furniture and fixtures may be in his possession and undisposed of by him, he, the said, or his substitute as herein provided, shall provide a suitable and adequate place to keep said property, goods, wares and merchandise, furniture and fixtures, and may rent a house for that purpose in the city of, Texas, and pay therefor reasonable rent, and may employ sufficient help to take care of and sell said property, goods, wares and merchandise, and pay therefor reasonable wages and hire, and he shall also keep all of said property, goods, wares and merchandise, furniture and fixtures, well and fully insured against loss or damage by fire, in some good and solvent fire insurance company or companies for the benefit of the creditors herein above named, as their respective interest may appear; and he may pay therefor reasonable rates and premiums. And all of said rents, wages, hire, rates and premiums shall be held and deemed part of the expenses of executing this trust, and may be paid by said, or his substitute as herein provided, out of the proceeds of any sales of any of said property, goods, wares and merchandise, furniture and fixtures that he may make. And all such sales of any and all of said personal property, goods, wares and merchandise, furniture and fixtures, the said, or his substitute as herein provided, shall be made for cash, and may be sold by him in bulk or in parcels, and with or without advertising, as he may elect. And he shall proceed to collect and reduce to money, as rapidly and as expeditiously as possible, all of said property, goods, wares and merchandise, furniture and fixtures herein mentioned, and shall apply the proceeds of the sales thereof, as rapidly as received by him, to the discharge and credit upon said several debts above mentioned, after paying the expenses of executing this trust, in the manner hereinafter stated. And all sums of money received, or his successor or substitute, from the sales of said property, goods, wares and merchandise, furniture and fixtures, shall be by him, after paying

the expenses of executing this trust, and paying himself, as his compensation for executing this trust . . . per cent on the gross amount of the moneys received by him applied as follows:

1. Out of such proceeds he shall pay the said the said sum of dollars.

2. And after said is paid said sum of dollars, he shall then pay to the said the said sum of dollars, and all interest and other lawful charges, according to the terms herein mentioned; he shall then apply the remainder, if any, of such proceeds of such sales toward the payment of and credit upon my said indebtedness due my said creditors in class "B;" that is, my said indebtedness due the said, in the sum of dollars, and the said in the sum of dollars, and all interest thereon, applying such remainder, if any, toward the payment of my said creditors in class "B" pro rata between my said creditors in class "B," and without preference of partiality according to the respective amounts I am due my said creditors in class "B," taking a receipt for each and all of said payments, and keeping a true and accurate account thereof. And my said trustee,, or his substitute as herein provided, shall at all times keep a true and correct and faithful account of all sales made by him, and all moneys received by him, which said account so kept by him shall at all times be open to the inspection of myself and all of my said creditors. And the said, trustee herein, or his substitute as herein provided, shall be entitled to receive as compensation for executing this trust . . . per cent on the gross amount of all moneys received by him from the sale of said property aforesaid. And when the debts hereinbefore mentioned, and the expenses of executing this trust, including a commission as aforesaid to the said trustee, are well and fully paid, the said, or his substitute as herein provided, shall return to me all and every the moneys and proceeds of said sales, property, goods, wares and merchandise, furniture and fixtures, that may be in his possession or hands and unsold. And should I at any time pay, or cause to be paid, all of the indebtedness herein above mentioned, including the expenses of executing this trust, then this conveyance shall become null and void, and of no further force or effect, and shall be released at my costs; and in such event all moneys and proceeds of sales made by the said, or his substitute as herein provided, and all the property, goods, wares and merchandise, furniture and fixtures, in his hands and undisposed of, shall be by the said, or his substitute, returned to me.

And the said, or his substitute as herein provided, shall on or before the day of, A. D. 19.., in all things execute this trust and make a full and final showing of all his acts and doings in the premises. And if all said debts hereinabove mentioned shall not have been by the day of, A. D. 19.., and if there should be at that time any of said property, goods, wares and merchandise, furniture

and fixtures undisposed of, then the said, or his substitute as herein provided, shall, after advertising the time, place and terms of such sale, for at least ten days prior thereto in some newspaper published in, County, Texas, sell all of said personal property, goods, wares and merchandise, furniture and fixtures, at public outcry in the city of, Texas, to the highest bidder for cash, selling the same in parcels, separately or in bulk, as said trustee may elect. And should the said, from any cause whatever, fail or refuse to act, or become disqualified from acting as such trustee, then my said creditors in class "A," or my creditors in class "B," if my creditors in class "A" have been paid, shall have full power and authority to appoint a substitute trustee, with no other formality than an appointment in writing, who, when so appointed, shall have all the powers, rights and authorities, and be subject to all the duties that are vested in and imposed upon the said; and this conveyance shall vest in such substitute trustee, when so appointed, the right and title to all said property, goods, wares and merchandise, furniture and fixtures, to the same extent that the same is hereby vested in the said And such right to appoint shall exist whenever, from any cause, a trustee, original or substitute, cannot or will not act.

And I hereby absolutely and in all things ratify all the acts that the said, or his substitute as herein provided, may lawfully do in the premises by virtue hereof.

Witness my hand this the day of, A. D. 19..

The State of Texas, County of

Before me,, a notary public in and for County, State of Texas, on this day personally appeared, known to me to be the person whose name is subscribed to the above and foregoing instrument in writing, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this the day of, A. D. 19..

(Seal.)

.
Notary Public in and for County, Texas.

MARRIAGES, ETC.

No. 491.

MARRIAGE LICENSE.

The State of Texas, to any Regularly Licensed or Ordained Minister of the Gospel, Jewish Rabbi, Judge of the District or County Court, or Justice of the Peace of County, Texas:

You are hereby authorized to celebrate in the county of, in said State, the rites of matrimony between and and of this license, with your action indorsed thereon, make due return to the office of the county clerk of County, Texas, within sixty days after the celebration of said marriage as aforesaid.

Witness, Clerk of the County Court of County.

Given under my hand and seal of office, at office in, this day of, A. D. 19..

.....
Clerk County Court, County, Texas.

R. S. Art. 2956 (2840).

RETURN THEREON.

By authority of the within license, I,, a regularly ordained minister of the gospel (or as the case may be), celebrated the rites of matrimony between and, on the day of, A. D. 19.., in the county of, in said State.

.....
(Signature of Minister.)

R. S. Art. 2958 (2842).

Males under sixteen and females under fourteen years of age shall not marry.

R. S. Art. 2955 (2839).

No clerk shall issue a license to a male person under twenty-one years of age, nor to a female under the age of eighteen without the consent of their parents or guardians.

R. S. Art. 2957 (2841).

No. 492.

CONSENT OF PARENTS TO MARRIAGE.

The State of Texas, County of

We, and of said county, hereby give our consent to the issuance of a license for the solemnization of a marriage between our daughter, and This, the ... day of, A. D. 19..

.....
.....

Witnesses:

.....
.....



No. 493.

AFFIDAVIT FOR MARRIAGE LICENSE.

The State of Texas, County of

I,, do solemnly swear that I am twenty-one years of age, and that Miss is eighteen years of age, and that there are no legal objections to our marriage.

.....

Subscribed and sworn to before me, this ... day of, A. D. 19..

.....

Clerk County Court, County, Texas.

By, Deputy.



No. 494.

MARRIAGE CEREMONY.

By authority of a license issued by the proper officer of this State, I am about to celebrate the rites of matrimony between and If anyone can show just cause why they may not lawfully be joined together, let them now speak, or else hereafter forever hold his peace.

Mr., wilt thou have this woman to be thy wedded wife? Wilt thou love her, comfort her, honor and keep her, in sickness and in health, and, forsaking all others, keep thee only unto her, so long as you both shall live?

Answer.—I will.

Miss, wilt thou have this man to be thy wedded husband? Wilt thou love, honor and keep him, in sickness and in health, and forsaking all others, keep thee only unto him, so long as you both shall live?

Answer.—I will.

(The bridegroom and bride join right hands.)

Forasmuch as and have covenanted together in holy wedlock and witnessed the same before God and this company, and thereto have pledged their faith to each other, and have declared the same by joining their right hands, I pronounce them husband and wife. Whom God has joined together, let no man put asunder.

No. 495.

MARRIAGE CONTRACT.

The State of Texas, County of

This agreement, made and entered into between and, both of the county and State aforesaid, and before, a notary public in and for the State and county aforesaid, and, and, subscribing witnesses, witnesseth: That whereas the said is seized and possessed in her own right of certain real and personal property situate and being in the State of Texas, and may acquire other property by gift, devise or descent; and whereas a marriage is intended to be had and consummated between the said and, and the said parties are desirous of securing to the said the sole use and benefit of her separate property: Now therefore the said doth hereby covenant and agree, if the marriage so intended shall be had and solemnized, that she, said, the intended wife of him, the said, shall have the sole management and control of her separate estate, now owned by her or hereafter acquired, and that she and she alone, or such person as she shall appoint, shall take and receive the rents, issues, interest and profits thereof to her sole and separate use, and so as her intended husband shall not in anywise intermeddle therewith, and that said rents, issues, interest and profits may be reinvested by her in such manner as she shall direct, and that the same, with the proceeds, rents, issues, interest and profits thereof, shall remain her separate property, in like manner subject to her sole use, management and control.

And the said doth further covenant and agree that the said, his intended wife, may from time to time, as she may think proper, sell, convey and otherwise dispose of her separate property as fully and to the same extent as if she were a feme sole, and without the necessity of him, the said, uniting in the sale

or other disposition of said property so made by her, or in anywise giving his assent thereto.

In testimony whereof, the said parties hereto set their hands this the day of, A. D. 19. ., in presence of said notary and subscribing witnesses.

Subscribing witnesses:

.....

R. S. Art. 2963 (2847).

ACKNOWLEDGMENT OF SAID AGREEMENT.

The State of Texas, County of

I,, notary public in and for said county and State, certify that the foregoing act was made before me and the subscribing witnesses therein named on the day of, A. D. 19. ., by the said and, to me well known, who signed their names to said instrument and acknowledged the same to be their act and deed for the purposes and considerations therein expressed, in my presence and in presence of said subscribing witnesses, who, at the request of said parties, signed their names thereto.

Given under my hand and seal of office this day of, A. D. 19. .

(Seal.)

R. S. Art. 2964 (2848).

The minor capable of contracting matrimony may give his consent to any agreement which this contract is susceptible of, but such agreement must be made by the written consent of both parents, if both be living; if not, by that of the survivor; if both be dead, then by the written consent of the guardian of such minor. Said agreement shall not be altered after marriage.

R. S. Art. 2965 (2849).

No. 496.

CONSENT OF PARENTS TO CONTRACT.

The State of Texas, County of

We, and, parents of, a minor, in consideration of a marriage to be solemnized between and our said daughter,, both of said county, hereby give our consent to a marriage contract, this day being

entered into between the said and our said daughter,

Witness our hands this day of, A. D. 19..

.....

The consent of parents should also be acknowledged and recorded with the contract, to be valid as to the subsequent purchasers or creditors of the husband.

R. S. Arts. 2966 (2850), 4643 (4335).

No. 497.

ARTICLES OF SEPARATION BETWEEN HUSBAND AND WIFE.

The State of Texas, County of

Know all men by these presents, that this instrument or contract in writing, made this the day of, A. D. 19.., between of the first part,, his wife, of the second part, and, trustee of the said (name of wife here), of the third part, witnesseth: 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 lives; therefore 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 trustec, party of the third part, and also to and with his said wife, that it shall and may be lawful for her, the said wife, at all times hereafter, to live separate and apart from him, and that he shall and will allow and permit her to be and reside in such place and places, and in such family and families, and with such relations, friends and other persons, and to follow and to carry on such trade and business as she may from time to time choose or think fit to do, and that he shall not nor will not, at any time, sue or suffer her to be sued for living separate and apart from him, or compel her at any time hereafter to live with him, or molest, disturb or trouble any other person whomsocver 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 be, dwell or reside, 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 property, real or personal, money, jewels, plate, clothing, household goods, furniture or stock in trade which she now hath in her power, custody or possession, or which shall be devised, bequeathed or given to her, or which she may at any time hereafter by her own exertions or with her own money 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 toward her better support and maintenance, the yearly sum of dollars, free and clear of all charges and deductions whatsoever, for and during her natural life, at or upon the first days of, and, 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 upon demand to the said party of the first part, with all damage and loss that he may thereby sustain.

In testimony whereof witness our hands.

.....

[Acknowledgment same as given in deeds.]

No. 498.

BOND TO SUFFER A WIFE TO LIVE APART FROM HER HUSBAND.

The State of Texas, County of

Know all men by these presents, that I, of county of, State of Texas, am held and firmly bound unto, of said place, county and State, to the use of and in trust for, my wife, in the sum of dollars, lawful money of the United States, to be paid to the said, or his certain attorney, executors, administrators or assigns, to and for the use and benefit of my said wife; to which payment, well and truly to be made, I do bind myself, my heirs, executors and administrators, each and every one of them, firmly by these presents.

Signed with my hand and dated this day of, A. D. 19..

The condition of this obligation is such, that whereas the said , wife of the said, is now living, and hath for several years last past lived, separate and apart from the said, her husband, and hath during such time maintained and provided for herself and, the daughter of the said, without any expense to him, the said ; and whereas it is agreed

between the said and the said, his wife, that the said, wife of the said, shall and may at all times hereafter live separate and apart from the said, and also that the said shall and may have, hold and enjoy, to her sole and separate use, all such property, real and personal, moneys, goods and effects, as she, the said, is now possessed of, or which she shall or may, at any time or times hereafter, get or acquire, or which shall be given or bequeathed to her by any person or persons whatsoever, without any hindrance, molestation or interruption of or by him, the said; and whereas the said hath also agreed to behave himself peaceably and quietly toward the said, his wife, and the said, his daughter, and not to molest, assault or mistreat, or do any bodily hurt or injury to them or either of them: Now therefore if the above bounden shall and do from time to time, and at all times hereafter, during the term of his natural life, permit and suffer the said, his wife, and the said, his daughter (in case they or either of them shall chance so long to live), to live separate and apart from the said, without any molestation, disturbance or interruption of or by him, the said, and also if the said, his executors and administrators, shall and do at all times hereafter permit and suffer the said, his wife, to have, hold and enjoy, to her sole and separate use, all and every the property, real and personal, moneys, goods, chattels and effects, which the said shall or may at any time or times hereafter get or acquire, or which shall or may be given or bequeathed to the said by any person or persons whatsoever, without any hindrance, molestation or interruption of or by him, the said, and also if the said shall and do from time to time, and at all times hereafter, demean and behave himself peaceably and quietly toward the said, his wife, and the said, his daughter, and each of them, and shall not, nor in any manner whatsoever, molest, assault, disturb or do any bodily hurt or injury to the said, his wife, and the said, his daughter, or either of them, then this obligation to be void; but if default be made in performance of all or any of the above specified conditions, then this obligation to remain in full force and effect.

In testimony whereof witness my hand.

.....

MECHANIC'S AND OTHER LIENS.

R. S. Arts. 3294-3315.

No. 499.

FORM OF FIXING LIEN ON UNWRITTEN CONTRACT.

The State of Texas, County of

....., affiant, makes an oath and says, that the annexed is a true and correct account of the labor performed (or material furnished) for, of County, Texas, and that the prices thereof as set forth in said account hereto annexed are just and reasonable, and the same is unpaid; that said labor was performed (or material furnished, or both) for said at the time in said account mentioned under and by virtue of a contract between affiant and, and that due notice was given by affiant of the labor performed (or material furnished), in accordance with article 3296 of the Revised Statutes of this State; and affiant further makes oath and says that he is informed and believes that was, at the time said contract was made and entered into and said labor was performed (or material furnished), the owner of the house (or improvements) described as follows: (here describe the house or improvements). And that said house (or improvements) is situated upon a certain lot or tract of land which affiant is informed is owned by said, and which is described as follows: (here describe the lot or tract of land). And this affiant claims a lien upon said house (or improvements) upon said land.

Sworn to and subscribed before me, under my official hand and seal, this day of, A. D. 19...

(Seal.)

R. S. Art. 3297.

If there be no written contract, it is the duty of the person seeking to obtain a lien to deliver to the clerk of the county court a sworn account, to be filed and recorded as provided for in such cases. When the labor is performed for or the material is furnished to the owner, the above form will be deemed sufficient to fix the lien.

Original contractor should file his contract in the office of the county clerk within four months after the indebtedness shall have accrued.

R. S. Art. 3295.

No. 500.

FORM OF LIEN WHEN MATERIAL IS FURNISHED TO BUILDER, ETC.

The State of Texas, County of

....., affiant, makes oath and says that the annexed is a true and correct account of the labor performed for (or material furnished to), a contractor (or builder), by affiant (or other person), and the prices thereof as set forth in the annexed account are just and reasonable, and the same is unpaid (or the sum of dollars, as shown by said account, is unpaid), after allowing all just and lawful offsets, payments and credits known to affiant; that said labor was performed (or material furnished, or both) for or to said, to be used in the erection of a house (or building, or improvement, or in repairing of a house, building or improvement) owned, as affiant is informed and believes, by, of County, State of Texas, and that said labor was performed (or material furnished, or both) to or for said, under and by virtue of a contract between affiant (or other party) and said (And in case of material furnished, affiant shall further swear that he has given to the owner, his agent or representative, notice in writing of each item of said account as required in article 3296 of the Revised Statutes of this State, as the same was furnished to said) And said house (or improvements) is situated upon the following described tract or lot of land (here describe the property). And this affiant claims a lien upon said house (or improvements) and upon said land.

.....

Sworn to and subscribed before me, under my official hand and seal, this day of, A. D. 19..

(Seal.)

.....

R. S. Art. 3298.

If the labor is performed for or the material is furnished to a contractor, builder, agent or receiver, and not the owner of the property, the above form will be deemed sufficient to fix the lien. Should be attached to an itemized account of the labor performed or material furnished. Every journeyman, day laborer or other person (meaning every person except the original contractor) should file his contract in the county clerk's office within thirty days after the indebtedness shall have accrued. If said parties have no written contract, it shall be sufficient for them to file an itemized account of their claim, supported by affidavit, showing that the account is just and correct, and that all just and lawful offsets, payments and credits known to the affiant have been allowed.

R. S. Art. 3295.

Any person, firm or corporation who may furnish material to any contractor, subcontractor, agent or receiver, by giving written notice to

the owner, etc., of each and every item furnished, showing how much is due and unpaid, may fix and secure his lien at any time within ninety days after accrual of the indebtedness.

R. S. Art. 3296.

No. 501.

CONTRACT FOR BUILDING ON HOMESTEAD.

The State of Texas, County of

Know all men by these presents, that we,, party of the first part, and and wife,, parties of the second part, all of County, Texas, have this day made and entered into the following agreement and contract, to wit: Whereas, the said parties of the second part are desirous of erecting a five-room frame shingle roof dwelling-house on the property belonging to and claimed by them as their homestead, situated in the city of, in County, Texas, and more particularly described as follows: (here describe the property): Now therefore in consideration of the fact that the said party of the first part has covenanted and agreed with the said parties of the second part, and by these presents does agree with the said parties of the second part, that he will make, erect, build and finish in a good, substantial and workmanlike manner, by the day of, A. D. 19.., the said dwelling and improvements on the said above described property, performing or causing to be performed all of the labor in the erection of the same, and furnishing all of the material of whatsoever kind necessary to be used in the erection of the same, and paying all expenses incident to the said labor and furnishing of material, the said dwelling-house and improvements to be built of good substantial material and to be erected strictly according to the plans and specifications hereto attached, marked Exhibit "A," and made a part hereof. And the said parties of the second part agree, bind and obligate themselves to pay to the said party of the first part at, Texas, the sum of dollars, as follows: dollars when said building is inclosed, and dollars due and payable at the end of each week as the crection of said house and improvements progresses, and the remaining dollars to be paid on the completion of same according to the said plans and specifications before mentioned. (If notes are given, then use the following clause, instead: "And the remaining dollars, evidenced by two promissory notes of even date herewith for the sum of dollars each, executed by said parties of the second part, jointly and severally, payable to the order of, party of the first part, at, Texas, bearing eight per cent interest per annum from the completion and acceptance of said building, until paid, due on the day of, A. D. 19.., and

19.., each respectively, interest due and payable annually, providing for ten per cent additional thereon on amount of principal and interest then due as attorney's fees if placed in the hands of an attorney for collection, or in case suit is brought on same; and providing failure to pay either of said notes or any installment of interest, when due, shall at the option of the holder of said notes, or either of them, mature each and all of said notes.") Or in case of installment note, the following clause can be used: "The said parties of the second part agree, bind and obligate themselves to pay to the said party of the first part, at, Texas, the sum of dollars, in equal monthly installments of dollars each, due as follows: the first installment of dollars, is due and payable on the day of, A. D. 19.., and the remaining installments are due and payable on the day of each consecutive month thereafter until paid, interest due and payable annually (or monthly, as the case may be), bearing ten per cent interest per annum from, until paid, providing for ten per cent additional thereon on amount of principal and interest then due as attorney's fees, if placed in the hands of an attorney for collection or if suit is brought on same, and also providing failure to pay either of said monthly payments or any installment of interest when due, shall at the option of the holder of said note mature each and all of said monthly payments.")

It is hereby expressly agreed and understood that to secure the payment of said two promissory notes for the sum of dollars each, as well as said sums of dollars mentioned, the said party of the first part retains, and shall have a valid existing mechanic's, materialman's, laborer's and contractor's liens, equities, securities and interest in and to the above described real estate, dwelling-house to be erected thereon, and the improvements now upon and to be placed upon said land, and it is agreed and understood that said two promissory notes may be assigned, and said assignee or purchaser shall have and be subrogated to all of the rights and equities of the said party of the first part, to have and to hold the same, together with all the rights and appurtenances to the same belonging or in anywise incident or appertaining.

It is also further agreed and stipulated, that the parties of the second part shall and will, at their own proper cost and expense, keep the property and premises herein described, and upon which a lien is hereby created in good repair and condition, and pay and discharge, as they are or may become payable, all and every, all taxes due and to become due thereon, and shall keep said property fully insured in some good and responsible fire insurance company approved by the party of the first part or his assignee or holder of said notes, to whom the loss, if any, shall be payable, and by whom said policy or policies shall be kept. And in case of default made by the said parties of the second part in the performance of any of the foregoing stipulations, the same may be performed by the said party of the first part, his assignee or holder of said notes for account and at the expense of the said parties of the

second part and any and all expenses incurred and paid in so doing shall be payable by said parties of the second part to the said payor thereof, with interest at the rate of ten per cent from the date when the same was incurred or paid, and shall stand secured and payable by and under this contract in like manner with the other indebtedness herein mentioned.

In testimony whereof we have hereunto signed our names, this the day of, A. D. 19..

.....

[Acknowledgment same as given in deeds.]

When material is furnished, labor performed or repairs made upon a homestead, if the owner thereof is a married man, then to fix and secure the lien upon the same, it shall be necessary for the person or persons who furnished the material or performed the labor, before such material is furnished or labor is performed, to make and enter into a contract in writing, setting forth the terms thereof, which shall be signed by the owner and his wife, and privily acknowledged by her, as is required in making sales of the homestead. And such contract shall be recorded in the office of the county clerk in the county where such homestead is situated, in a well bound book to be kept for that purpose; provided, when such contract has been made and entered into by the husband and wife and the contractor or builder, and the same has been recorded, as heretofore provided, then the same shall inure to the benefit of any and all persons who shall furnish material or labor thereon for such contract (contractor) or builder.

R. S. Art. 3304.



No. 502.

MECHANIC'S LIEN NOTE.

\$., Texas,, A. D. 19..

On the day of, A. D. 19.., we promise to pay to the order of the sum of dollars, for value received, with interest at the rate of per cent per annum from hereof until paid. (If installment note, instead of above, say "On and before the day of, A. D. 19.., (due date of last installment) we promise to pay to the order of the sum of dollars, for value received, with interest at the rate of per cent per annum from the . . . day of, A. D. 19.., until paid. Said note due and payable in equal monthly installments of dollars each; the first installment of dollars is due and payable on the day of,

A. D. 19... , and the remaining monthly installments are due and payable, each respectively, on the day of each consecutive month thereafter until paid). Interest hereon due and payable annually (or monthly), and defaulting interest to draw the same rate as principal. Both principal and interest payable at, Texas. Failure to pay this note (or any of said monthly installments, as the case may be), or any installment of interest thereon when due, shall, at the option of the holder, mature this note (or each and all of said monthly installments herein, as the case may be) and all other notes given this day by and wife to said, and the holder hereof may in such event proceed to collect the same in the same manner as if the full time provided in said notes (or note) had expired.”

It is hereby expressly agreed and understood, that this note is given in part payment for labor and material to be furnished and improvements to be made upon the following described property situated in the city of, in County, Texas, to wit (here describe the property), under contract of even date herewith, between, as party of the first part, and and wife, as parties of the second part, and for the payment hereof, together with all interest hereon, according to the tenor hereof, a mechanic's, materialman's, laborer's and contractor's lien is retained in said written contract and is hereby acknowledged. In case this note is placed in the hands of an attorney for collection, or suit is brought on same, we promise to pay ten per cent additional on the amount of principal and interest then due as attorney's fees.

.

No.

No. 503.

CONTRACT TO BUILD A HOUSE.

The State of Texas, County of

Know all men by these presents, that we,, party of the first part, and and wife, parties of the second part, all of County, Texas, have this day made and entered into the following agreement and contract, to wit: Party of the first part, for the consideration hereinafter mentioned, doth for himself, his executors and administrators, covenant, promise and agree with the parties of the second part that he will, within the space of months from the date hereof, in a good and workmanlike manner and according to the best of his art and skill, well and substantially erect, build and finish a one-story frame shingle roof house on the following described lot or tract of land situated in the city of, in County, Texas, to wit (here describe the property), in such place as the said parties of the second part shall direct, and compose the same with

such stone, brick, timber and other material as the said parties of the second part or their assigns shall find and provide for the same, according to the plans and specifications, bearing even date herewith and signed by the parties hereto, and made a part of this contract.

In consideration whereof the said parties of the second part, for themselves, their executors and administrators, agree, bind and obligate themselves to pay to the said party of the first part, their executors, administrators and assigns, the sum of dollars, in the manner following, viz: (here set out fully how said payments are to be made). And the said parties of the second part (or party of the first part, as the case may be) agree, at their own proper expense, and as the same shall be needed, to find, provide and deliver on said premises all the stone, brick, timber and other materials for the making and building of said house.

And it is further agreed between the parties hereto, that the said, party of the first part, shall have a valid existing mechanic's and materialman's lien on the above described lot or tract of land, the house and improvements now on and to be placed on said property, to secure the payment of said sum (or several sums) of money due the said in accordance with the terms of this contract.

Witness our hands this day of, A. D. 19..

.....

[Acknowledgment same as given in deeds.]

No. 504.

CONTRACT FOR MAKING ADDITION TO A HOUSE.

The State of Texas, County of

Know all men by these presents, that we, party of the first part, and and wife, all of County, Texas, have this day made and entered into the following agreement and contract, to wit: Party of the first part, for the consideration hereinafter mentioned, doth for himself, his executors and administrators, covenant, promise and agree with the said parties of the second part, that he will, within the space of one month from the date hereof, in a good and workmanlike manner, and according to the best of his art and skill, substantially erect, build, set up and finish one house on the premises of the said parties of the second part, situated in the city of, in County, Texas, described as follows, to wit: (here describe the land), of the following dimensions, to wit: The house to consist of two rooms, each 15 feet square, and a hall 6 feet wide; all to be 10 feet high in the clear. A gallery in front, 8 feet wide, running

the whole length of the house, with flat roof, covered with tin, with six columns in front of suitable proportions. A gallery in the rear, 8 feet wide and the length of the south room, with flat roof, covered with tin and supported by three columns of suitable proportions. The building herein stipulated to be erected to be connected in a suitable and substantial manner with the building now on said premises, and in such a way that there shall be no leakage; the old building to form an L with the new building. The sills to be bedded on brick pillars, of sufficient number, height and size. The sills to be 6x8 inches; sleepers, 2x12; joists, 2x7; corner posts, 6x6; plates, 3x6; studs, 1½x6; rafters, 1½x6; floors to be bridged and flooring to be of good, clear plank, dressed, tongued and grooved, and blind nailed; weather boarding of clear 5/8 plank, dressed and jointed; galleries to be ceiled over head with batten ceiling and plain ceiling on side; main roof to be covered with 1x4 laths and best quality of cypress sawed shingles. A brick chimney (or flues, as the case may be) to each room, with a neat mantel, and baseboard moulded on top. Each room to have . . . windows, with box window frames; all the windows to be double hung with good cords, weights and pulleys; the two front windows in each room to reach near the floor, with blind heads. Two doors to each room; frame 3x7 feet; doors to be hung with wrought iron butts and with locks. The rooms to be lathed and plastered on the sides and overhead and finished with hard finish. The hall to have two doors, the front door with side and transom lights; to be ceiled on the sides and overhead in panel; the front door and all the windows to be furnished with suitable blinds. Steps of suitable width from both galleries to the ground. All the lumber used to be of the best quality of . . . pine, and all of the other materials used to be of the best quality. All of the brick, lumber and other materials used in the construction of said building to be furnished by the said party of the first part at his own cost and charges. In consideration of the premises, said parties of the second part agree, bind and obligate themselves to pay said party of the first part the sum of dollars, in full payment for the work, labor and material used and expended in the construction and completion of said building, payment to be made as follows: On the purchase of the lumber and other material used in the construction of said building, said parties of the second part agree to pay the actual cost of the same at, Texas, with the freight to the city of, Texas; and on the completion of the brick work, they agree to pay the actual cost of the same; after deducting the payments so made from the contract price, one-half of the sum remaining due is to be paid when the weather boarding and roofing is completed, and the balance of the contract price on completion of the building.

Witness our hands this . . . day of, A. D. 19 . . .

.....

[Acknowledgment same as given in deeds.]

If it is intended to reserve the mechanic's lien, insert the following clause: (And it is further agreed between the parties hereto, that the said, party of the first part, shall have a valid existing mechanic's and materialman's lien on the above described lot or tract of land, the house and improvements now on and to be placed on said property to secure the payment of said several sums of money due the said in accordance with the terms of this contract.)

No. 505.

NOTICE TO THE OWNER OF THE BUILDING.

The State of Texas, County of To, of said County:

You are hereby notified that is indebted to me in the sum of dollars for work and labor performed (or material furnished, as the case may be) on the building now being erected by him for you in the city of, in said county and State, and that I shall hold you responsible to me for the payment thereof until the same be settled; a full and correct account whereof, properly attested, I shall file for record after the expiration of ten days from the date hereof.

Witness my hand this day of, A. D. 19..

.....

Every person, except the original contractor or builder or those furnishing material to the contractor, subcontractor, etc., under article 3296, who may wish to avail himself of the benefits of this law, shall give at least ten days' notice in writing before the filing of the lien, to the owner or owners, or agent, or either of them, that he holds a claim against such house, building or improvement, setting forth the amount, and from whom the same is due; and thereafter said owner or owners, or agent, shall be authorized to retain in his hands the amount claimed until the same is settled or determined not to be owing.

R. S. Art. 3305.

The ten days' notice before filing the lien in the office of the county clerk is not required of the original contractor, or the person, firm or corporation furnishing material to the contractor, subcontractor, agent or receiver.

The notice of the materialmen under article 3296 should show each and every item furnished, how much is due and unpaid on each bill of lumber or material furnished under said contract.

Whenever any such account shall be placed in the hands of such owner or his authorized agent, it shall be the duty of such owner or his agent to furnish his contractor with a true copy of said attested account; and

if said contractor shall not, within ten days after the receipt of said copy of attested account, give the owner written notice that he intends to dispute said claim, he shall be considered as assenting to the demand, which shall be paid by the owner when it becomes due.

R. S. Art. 3307.

Lien Ceases, When.—The lien created by article 3315 shall cease to be operative in twelve months after the creation of the lien, if no steps be sooner taken to enforce it.

R. S. Art. 3315.

No. 506.

BOND OF INDEMNITY FROM CONTRACTOR TO OWNER.

The State of Texas, County of

Know all men by these presents, that, whereas, on the day of, A. D. 19..,, as party of the first part, and, and wife, as parties of the second part, all of County, Texas, did make and enter into a contract in writing, whereby the party of the first part, for and in consideration of the sum of dollars, to be paid to him by the said parties of the second part, according to the terms and conditions set forth in said contract, agreed, bound and obligated himself to make, erect and build for said parties of the second part a certain five-room shingle roof dwelling-house on a certain lot or tract of land situated in the city of, in County, Texas, more fully described in said contract to which reference is hereby made, to complete and finish said building and improvements in a good, substantial and workmanlike manner, by the day of, A. D. 19., strictly according to the plans and specifications attached to and made a part of said contract, marked Exhibit "A." Now therefore for the purpose of securing the said and, their heirs or assigns, in the faithful performance of all the covenants and obligations of the said set forth in said written contract and herein contained, we, the said as principal and and as sureties, acknowledge ourselves indebted to and bound to pay unto the said and, their heirs, executors, administrators or assigns, the sum of dollars, at, Texas, as liquidated damages; for the payment whereof well and truly to be made we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

The conditions of this obligation, however, are such that if the said shall well and truly do and perform all and every the covenants and conditions as set forth in said contract and herein by him

promised to be done, kept and performed, then in such event this obligation to become null and void and of no further force or effect, otherwise to remain in full force and effect.

Witness our hands this day of, A. D. 19..

.....

No. 507.

CONVEYANCE OF MECHANIC'S LIEN.

The State of Texas, County of

Know all men by these presents, that, whereas, on the day of, A. D. 19..,, of County, State of Texas, made and entered into a written contract with and, his wife, of said county and State, to build and erect a one-story frame shingle roof house, of rooms, upon the following described real estate in the city of, county of, State of Texas, to wit (here describe the land).

And whereas, as part of the consideration on the part of said to so erect said house and improvements, the said and have executed their joint and several promissory note for the sum of dollars, payable to the order of the said, on the day of, A. D. 19..; and,

Whereas, in said contract and in said note, a mechanic's, materialman's, laborer's and contractor's lien is fixed and retained to secure the payment of said note and other sums mentioned; and whereas, of County, State of Texas, has purchased said note above described with all the mechanic's, materialman's, laborer's and contractor's lien incident thereto as the same accrues:

Now therefore, in consideration of the sum of dollars in hand paid to the said by, the receipt of which is hereby acknowledged (or if the lien contract is taken up by individual or corporation and money advanced as the improvements are being made, the following clause can be used instead of above: "Now therefore in consideration of the premises, the sum of one dollar in hand paid to the said by the said, the receipt of which is hereby acknowledged, and the further sum of dollars, to be paid to the said by the said, as the erection of said house and improvements progresses, and the said mechanic's, materialman's, laborer's, and contractor's lien accrues"), I, the said, have this day bargained, sold, conveyed, assigned, transferred and delivered, and by these presents do bargain, sell, transfer, assign and deliver unto the said of County, Texas, the said above described note, for the sum of dollars.

To have and to hold the same, together with all and singular the contract lien, mechanic's, materialman's, laborer's and contractor's lien, rights, equities, securities and interests in and to the above described real estate, and the improvements now upon and to be placed upon said real estate, which I have or may hereafter have by virtue of being payee in said note and the contractor for the erection of the improvements upon said real estate as shown by the written contract aforesaid, and I hereby acknowledge the full payment and receipt of all indebtedness, claims and liens against said described real estate and improvements now on and to be placed thereon under and by virtue of said contract over and above said note, and hereby bind myself that said note is a first lien on said land, and that all credits to which said note is entitled appear on the back thereof, and I hereby authorize the said to release the mechanic's lien upon the payment of said note by duly executed release.

Witness my hand this day of, A. D. 19..

[Acknowledgment same as given in deeds.]

PARTITION OF REAL ESTATE.

R. S. Arts. 3606-3625 (3465-3483).

No. 508.

PETITION FOR PARTITION OF REAL ESTATE.

The State of Texas, County of In District Court of
County, Texas, Term, A. D. 19..

To the District Court of said County:

Now comes, who resides in County, Texas, hereinafter called plaintiff, complaining of and, who reside in the county of, in the State of Texas, hereinafter called defendants; and for cause of action, plaintiff represents to the court that plaintiff and defendants are the joint owners in fee simple of the following described land and premises situated in the county of, in the State of Texas, to wit: (here describe fully the land and premises); that plaintiff is the owner of one equal undivided one-third (1-3) part of said land and premises, and that the defendants and are each owners of an equal undivided one-third (1-3) part of said land and premises.

That plaintiff and defendants are the sole owners of said land and premises so far as known to this plaintiff, and the estimated value thereof is dollars.

Wherefore plaintiff prays the court that defendants be cited to appear and answer this petition, and that he have judgment for the partition

and division of said land and premises; that commissioners be appointed and a writ of partition issue, and for possession of that portion that by judgment of the court may be ascertained and declared to be the property of plaintiff, and for such other and further relief, special and general, in law and in equity, that he may be justly entitled to, etc.

.....
 Attorney for Plaintiff.

R. S. Art. 3607 (3466).

Upon the filing of said partition, the clerk shall issue citation for each of the defendants named therein, as in other cases, and such citations shall be served in the same manner and for the same length of time provided for the service of citation in other cases.

R. S. Art. 3608 (3467).

If the plaintiff, his agent or attorney, at the commencement of the suit, or during the progress thereof, for the partition of land, shall make affidavit that an undivided portion of the land described in plaintiff's petition in said suit is owned by some person or persons unknown to affiant, the clerk shall issue citation to the proper officer, which shall contain a brief statement of the nature of the suit, etc., and the same shall be published in some newspaper in the county where the writ issued, for four successive weeks previous to the return day of such process, etc.

R. S. Art. 3609.

No. 509.

DECREE OF PARTITION.

..... vs. No. In District Court of
 County, Texas, Term, A. D. 19..

On this the day of, A. D. 19.., came on to be heard the above entitled and numbered cause. Both plaintiff and defendant appeared in person and by their attorneys and announced ready for trial, and a jury being waived, all matters of fact as well as of law were submitted to the court. The court after hearing the pleadings, the evidence and argument of counsel, is of the opinion and finds that plaintiff and defendant are the sole owners of and are by law entitled to partition and division, share and share alike, of said land and premises sought to be divided, to wit: (here describe said land).

It is therefore ordered and decreed by the court that said above described land and premises be and is hereby ordered and directed partitioned and distributed equally, share and share alike, between plaintiff and defendant, to wit: to plaintiff,, one-half part or interest, and to defendant,, one-half part or interest, in and to said land and premises.

It also appearing to the court that, and are residents of County, Texas, and competent and disinterested persons, it is further ordered that they be and are hereby appointed commissioners to make a fair, equal, just and impartial partition of said land and premises above described, share and share alike, between plaintiff and defendant in accordance with this decree and the law, and when completed report the same in writing, and under oath to the term, A. D. 19., of this court, describing the real estate divided, giving the several tracts or parcels into which the same was divided, describing particularly each of such tracts or parcels, the number of shares and the land which constitutes each share, and the estimated value and allotment of each share, accompanied by such field notes and maps as may be necessary to make the same intelligible. If in the opinion of said commissioners a fair and equitable division of said real estate, or any part thereof, cannot be made, they shall report the facts to this court in writing under oath, at this term, stating their reasons for such opinion, for which writ of partition may issue.

R. S. Art. 3620 (3478). Arts. 3611 and 3621 amended by 29th Leg., Reg. Ses. (1905), p. 95.

No. 510.

WRIT OF PARTITION.

The State of Texas. To the Sheriff or any Constable of County — Greeting:

You are commanded that you notify and and that they have been duly appointed commissioners by the district court of said county (with as surveyor, if surveyor is appointed), to partition between and, joint owners thereof, a certain tract of land described in a decree rendered in said court on the . . . day of, A. D. 19., a copy of which accompanies this writ; and that they are hereby authorized and required, after being duly sworn and notifying the parties thereof, to enter upon said tract of land with a surveyor and such other assistance as may be necessary to aid them in the discharge of their duties, and then and there, after viewing the same, to make a fair, equal, just, and impartial division of said tract of land, according to said decree and the law, between the said and, to the best of their knowledge and skill. And their action in the premises, duly sworn to and subscribed, they are required to return to said court at the present term thereof (or on or before the first day of the next term thereof, to be commenced on the first Monday in, A. D. 19..)

Herein fail not, but make due return of this writ, with your action thereon, as the law directs.

Witness, Clerk of the District Court of said County, and the seal of said court thereon impressed, this day of, A. D. 19..

(Seal.)

.....
Clerk of the District Court, County.

R. S. Art. 3612 (3470).

RETURNS ON SAID WRIT.

Came to hand on this the day of, A. D. 19.., at o'clock . .m., and executed on the day of, A. D. 19.., at o'clock . .m., by reading the within writ to each of the persons named therein, to wit:, and, in person, at, in County, Texas, and by delivering to the said, in person, a certified copy of the decree of court within mentioned. The distance actually traveled in the execution of such process is miles.

.....
Sheriff, County, Texas.

R. S. Art. 3613 (3471).

No. 511.

NOTICE TO PARTIES.

The State of Texas, County of To of said County:

You are hereby notified that on the day of, A. D. 19.., we shall proceed to execute a writ of partition, lately issued from the district court of said county, authorizing us to divide between you and, as joint owners thereof, a certain tract of land lying in said county, and known as the survey.

Witness our hands this day of, A. D. 19..

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Commissioners.

No. 512.

COMMISSIONERS' REPORT.

The State of Texas, County of To the Honorable District Court of County, Texas, Term, A. D. 19..

In obedience to decree of partition and writ issued from said court, requiring us to partition between the joint owners, and, certain land situated in County, Texas, to wit (here describe said land).

We, the undersigned commissioners, having notified the parties, proceeded on the . . . day of, A. D. 19.., with, surveyor (if surveyor was necessary), to execute said writ of partition as therein required, and having found upon survey that said tract of land contains . . . acres, as appears by annexed plat of survey; and having further found from the evidence before us, that tract No. . . . contains . . . acres and tract No. . . . contains . . . acres, and are of equal value, we have made an equal division of said land, as appears by said plat of survey; and according thereto have assigned tract No., valued at dollars, to, and said tract No., valued at dollars, to the said (if said land or any part thereof is not susceptible of a fair and equitable division, the commissioners should so state and give their reasons, and make their returns without dividing that part which is not susceptible of division); which partition we judge to be fair and equitable between said parties and in proportion to the shares to which said parties are respectively entitled. The services occupied days, during which time was employed as surveyor.

Witness our hands this . . . day of, A. D. 19..

.....

Subscribed and sworn to before me, under my official hand and seal, this . . . day of, A. D. 19..
 (Seal.)

.....

R. S. Art. 3620 (3478).



No. 513.

ORDER OF COURT APPROVING REPORT OF COMMISSIONERS.

..... vs. No. In District Court of
 County, Texas, Term, A. D. 19..

On this the . . . day of, A. D. 19.., came on to be heard in the above entitled and numbered cause, the report of said commissioners, filed in this court on the . . . day of, A. D. 19.., appointed by this court to partition and distribute said real estate described in said report between and, made in obedience to the order of this court, made on the . . . day of, A. D. 19..; and it appearing to the court, after having examined said report carefully and having heard all exceptions and objections made thereto, and having heard evidence in favor of and against the same, that said partition and distribution has been fairly made according to law, and no valid exceptions having been taken thereto:

It is therefore ordered by the court that the said report of partition and division be and the same is here now in all respects approved and confirmed by the court and ordered entered of record by the clerk of this court.

It is further ordered by the court that the title shall be and is hereby vested in each party to whom a share has been allotted to such share or portion of said property as set apart to him by said commissioners in said report as against the other party to this suit, his heirs, executors, administrators or assigns, as fully and effectually as the deed of such party could vest the same, and shall have the same force and effect as a full warranty deed of conveyance from such other party. And it is also ordered that said commissioners,, and, be allowed the sum of dollars each, to be taxed as costs herein, and that plaintiff and defendant each pay one-half the costs incurred herein, for which execution may issue.

R. S. Art. 3625 (3483).

Either party to the suit may file objections to any report of the commissioners in partition, and in such case a trial of the issues thereon shall be had as in other cases, and if the report be found to be erroneous in any material respect, or unequal and unjust, the same shall be rejected and other commissioners shall be appointed by the court and the same proceedings had as in the first instance.

R. S. Art. 3622 (3480).

Should the commissioners report that a fair and equitable division of said real estate, or any part thereof, cannot be made, if the court should be satisfied that said report is correct, it shall order a sale of said property incapable of partition, for cash, or upon such other terms as it may direct. Said sale shall be made as under execution, and the proceeds thereof shall be returned into court and partitioned by the court between the persons entitled thereto, according to their interest therein.

R. S. Art. 3621 (3479).

PARTNERSHIPS—LIMITED.

R. S. Art. 3583-3605 (3442-3464).

No. 514.

ARTICLES OF PARTNERSHIP.

The State of Texas, County of

Articles of agreement between and, of said State and county, witnesseth: The said parties have agreed, and by these presents do agree, to associate themselves as copartners in the art and trade of buying and selling all sorts of wares, goods and mer-

No. 515.

ARTICLES OF LIMITED COPARTNERSHIP.

The State of Texas, County of

Articles of agreement between, of, county of, and State of Texas, of the first part, and, of the county of, and State aforesaid, of the second part, and, of the county of, and State of Texas, of the third part, witnesseth: The said parties have agreed and by these presents do agree to associate themselves in a limited partnership for carrying on, in the city of, the trade, business and occupation of buying and selling, under the firm name of, the said and being general partners, and the said a special partner; that the said partnership shall commence at the date of these presents and terminate on the day of, A. D. 19..; that the said, as such special partner, has contributed dollars in cash to the capital stock of said firm; that the said has contributed, as a general partner, in cash, the sum of dollars; and that the said, also as a general partner, has contributed in cash the sum of dollars to the capital stock of the said firm.

It is further agreed that the interest on the capital stock aforesaid of the said, special partner, shall entitle him to per cent of the yearly profits of the business of the said firm; that the interest of the said shall entitle him to per cent; and that the interest of the said shall entitle him to per cent of the yearly profits aforesaid. And it is mutually understood and agreed by and between the parties to this agreement, that whatever portion of the annual profits so apportioned to the respective parties shall be allowed by either of the parties aforesaid to remain with said firm for the use and benefit of all the parties to this agreement, such portion of profits shall draw interest at the rate of per cent per annum, which said interest shall be paid to the party so entitled thereto on the day of, in each and every year during the term of this contract. And it is hereby further agreed between the said parties in manner following, that is to say: That the said and (names of general partners should be given here) shall not, and will not at any time hereafter during the continuance of said partnership, exercise or follow the said trade or business, or any other, to their private benefit or advantage, but shall and will, from time to time, and at all times during the said term (if they shall so long live), use their utmost endeavors, to the best of their skill and ability, to promote and enhance the mutual interest of the parties hereto, with the capital stock as aforesaid and its increase.

And further, it is agreed between the parties hereto that there shall be kept, under the direction of the said several parties, during said term of copartnership, true, just and accurate books of account, wherein shall

be entered and set down as well all the money received and expended in and about the said business, as also all commodities and merchandise bought and sold by reason and on account of the said copartnership, and all other matters and things in anywise belonging or appertaining thereto, and that either of the parties to this agreement may at any time have free access thereto.

And also that there shall be furnished, under the direction of the said general partners, to each of the parties to this agreement, his executors or administrators, on the . . . day of in each and every year during the term of this agreement, a true and correct account of all profits and increase made, and of all losses sustained, by said firm; and, at the expiration of said term of . . . years, there shall be furnished, under the direction of the said general partners, their executors, administrators or assigns, to each of the parties to this agreement, his executors, administrators or assigns, a true and final account of all things pertaining to the business of said copartnership as aforesaid; and upon the making and rendering of said accounts, all and every the capital stock remaining, as well as any gain and increase thereof which shall appear, shall be apportioned and divided between the said copartners, and delivered to them severally, their executors, administrators or assigns, in the proportion before named; that is to say, to the said, special partner, . . . per cent; to the said, general partner, . . . per cent, and to the said, general partner, . . . per cent.

Witness our hands this the . . . day of, A. D. 19..

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Signed and delivered in the presence of

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R. S. Art. 3584 (3443).

No. 516.

CERTIFICATE OF LIMITED PARTNERSHIP.

The State of Texas, County of

This is to certify to all to whom these presents shall come, that we, whose names are hereunto subscribed, to wit,, of, county of;, of, county of, both in the State of Texas; and, of, county of, and State of Texas, have entered into a limited partnership for the business of buying and selling at, in the State and county first aforesaid, under and by virtue of the Revised Statutes, Title LXXVI, relating to limited partnerships, upon the terms, conditions and liabilities hereinafter set forth, to wit:

No. 515.

ARTICLES OF LIMITED COPARTNERSHIP.

The State of Texas, County of

Articles of agreement between, of, county of, and State of Texas, of the first part, and, of the county of, and State aforesaid, of the second part, and, of the county of, and State of Texas, of the third part, witnesseth: The said parties have agreed and by these presents do agree to associate themselves in a limited partnership for carrying on, in the city of, the trade, business and occupation of buying and selling, under the firm name of, the said and being general partners, and the said a special partner; that the said partnership shall commence at the date of these presents and terminate on the day of, A. D. 19..; that the said, as such special partner, has contributed dollars in cash to the capital stock of said firm; that the said has contributed, as a general partner, in cash, the sum of dollars; and that the said, also as a general partner, has contributed in cash the sum of dollars to the capital stock of the said firm.

It is further agreed that the interest on the capital stock aforesaid of the said, special partner, shall entitle him to per cent of the yearly profits of the business of the said firm; that the interest of the said shall entitle him to per cent; and that the interest of the said shall entitle him to per cent of the yearly profits aforesaid. And it is mutually understood and agreed by and between the parties to this agreement, that whatever portion of the annual profits so apportioned to the respective parties shall be allowed by either of the parties aforesaid to remain with said firm for the use and benefit of all the parties to this agreement, such portion of profits shall draw interest at the rate of per cent per annum, which said interest shall be paid to the party so entitled thereto on the day of, in each and every year during the term of this contract. And it is hereby further agreed between the said parties in manner following, that is to say: That the said and (names of general partners should be given here) shall not, and will not at any time hereafter during the continuance of said partnership, exercise or follow the said trade or business, or any other, to their private benefit or advantage, but shall and will, from time to time, and at all times during the said term (if they shall so long live), use their utmost endeavors, to the best of their skill and ability, to promote and enhance the mutual interest of the parties hereto, with the capital stock as aforesaid and its increase.

And further, it is agreed between the parties hereto that there shall be kept, under the direction of the said several parties, during said term of copartnership, true, just and accurate books of account, wherein shall

be entered and set down as well all the money received and expended in and about the said business, as also all commodities and merchandise bought and sold by reason and on account of the said copartnership, and all other matters and things in anywise belonging or appertaining thereto, and that either of the parties to this agreement may at any time have free access thereto.

And also that there shall be furnished, under the direction of the said general partners, to each of the parties to this agreement, his executors or administrators, on the . . . day of in each and every year during the term of this agreement, a true and correct account of all profits and increase made, and of all losses sustained, by said firm; and, at the expiration of said term of . . . years, there shall be furnished, under the direction of the said general partners, their executors, administrators or assigns, to each of the parties to this agreement, his executors, administrators or assigns, a true and final account of all things pertaining to the business of said copartnership as aforesaid; and upon the making and rendering of said accounts, all and every the capital stock remaining, as well as any gain and increase thereof which shall appear, shall be apportioned and divided between the said copartners, and delivered to them severally, their executors, administrators or assigns, in the proportion before named; that is to say, to the said, special partner, . . . per cent; to the said, general partner, . . . per cent, and to the said, general partner, . . . per cent.

Witness our hands this the . . . day of, A. D. 19..

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Signed and delivered in the presence of

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R. S. Art. 3584 (3443).

No. 516.

CERTIFICATE OF LIMITED PARTNERSHIP.

The State of Texas, County of

This is to certify to all to whom these presents shall come, that we, whose names are hereunto subscribed, to wit,, of, county of;, of, county of, both in the State of Texas; and, of, county of, and State of Texas, have entered into a limited partnership for the business of buying and selling at, in the State and county first aforesaid, under and by virtue of the Revised Statutes, Title LXXVI, relating to limited partnerships, upon the terms, conditions and liabilities hereinafter set forth, to wit:

1. The said partnership is to be conducted under the name, firm and style of &

2. The general nature of the business intended to be transacted by the said firm or partnership is the buying and selling of

3. The general partners in the said firm are, of aforesaid, and, of aforesaid, both now residents of said; and the special partner is, residing in, county of, aforesaid.

4. The said special partner has contributed to the common stock of the said firm the sum of dollars in cash, and actually paid in.

5. The said partnership to commence immediately at and after the making of this certificate, and is to terminate on the day of, A. D. 19..

Made and severally signed by the said partners at the said city of, the day of, A. D. 19..

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R. S. Art. 3586 (3445).

No. 517.

ACKNOWLEDGMENT OF ABOVE CERTIFICATE.

The State of Texas, County of

Before me,, a notary public in and for the county of, and State of Texas, on this day personally appeared the above named persons,, and, each known to me to be the persons whose names are subscribed to the above and foregoing instrument, and acknowledged to me that they each executed and delivered the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this day of, A. D. 19..

.....
Notary Public in and for County, Texas.

R. S. Art. 3587 (3446).

No. 518.

AFFIDAVIT OF ONE OF THE PARTNERS.

The State of Texas, County of

Before me,, a notary public in and for the county of, and State of Texas, personally appeared on this the day of, A. D. 19..,, aforesaid, one of the general partners in the firm of &, referred to in the

preceding certificate, who, being duly sworn (or affirmed), did depose and say that the sum specified in the said certificate to have been contributed by the special partner therein named to the common stock, to wit, dollars, by the said, has been so contributed, and actually and in good faith paid in cash.

.....

Sworn to and subscribed before me, under my official hand and seal, this the day of, A. D. 19..

(Seal.)

.....

R. S. Art. 3589 (3448).

The original certificate, with the evidence of the acknowledgment and the above affidavit, shall be filed in the office of the clerk of the county court of the county in which the principal place of business of the partnership shall be situated, and shall be recorded by him at large in a book to be kept for that purpose, open to public inspection.

R. S. Art. 3588 (3447).

No. 519.

ADVERTISEMENT OF LIMITED PARTNERSHIP.

We, the subscribers, have this day entered a limited partnership agreeably to the provision of the Revised Statutes, Title LXXVI, relating to limited partnership, and do hereby certify that the name of the firm under which said partnership is to be conducted is &; that the general nature of the business to be transacted is the buying and selling of, and the same will be transacted in the city of; that the names of the general partners of the said firm are, of, county of, and, of, county of, both in the State of Texas; and the special partner is, of, county of, and State of Texas; that the capital contributed by the said, special partner, is dollars in cash; that the period at which said partnership is to commence is the day of, A. D. 19.., and that it will terminate on the day of, A. D. 19..

.....

.....

General Partners.

.....

Special Partner.

The partners shall publish the above terms of the partnership when registered, for at least six weeks immediately after such registry, in such newspaper as shall be designated by the clerk in whose office such registry shall be made.

R. S. Art. 3591 (3450).

No. 520.

AFFIDAVIT OF PUBLICATION TO BE FILED WITH THE CLERK.

The State of Texas, County of

Before me,, a notary public in and for the county of, and State of Texas, personally appeared, on this the ... day of, A. D. 19..,, publisher of the, who, being duly sworn (or affirmed), did depose and say that the preceding advertisement of the terms of limited partnership between the persons therein named had been published in the, a newspaper published in said county, for the term of six weeks next and immediately after the registry of the certificate.

.....

Sworn to and subscribed before me, under my official hand and seal, this the day of, A. D. 19..

(Seal.)

.....

R. S. Art. 3592 (3451).

The above affidavit made by the publisher of the newspaper in which said notice is published, filed with the clerk directing the same, shall be evidence of the facts therein contained.



No. 521.

AGREEMENT TO CONTINUE PARTNERSHIP BY INDORSEMENT.

Whereas the partnership evidenced by the within written articles has this day expired by the limitation contained herein (or will expire on the day of, A. D. 19..), it is hereby agreed that the same shall continue upon the same terms, and with all the provisions and restrictions herein contained, for the further term of years from this date (or from the day of, A. D. 19..).

In witness whereof we have hereunto set our hands this the day of, A. D. 19..

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R. S. Art. 3593 (3452).

Every renewal or continuance of such partnership beyond the time originally fixed for its duration shall be certified, acknowledged and recorded, and an affidavit of a general partner be made and filed, and notice given in the manner herein required for its original formation, and every such partnership which shall be otherwise renewed or continued shall be deemed a general partnership.

No. 522.

ASSIGNMENT OF PARTNERSHIP PROPERTY AND DEBTS BY ONE PARTNER TO ANOTHER IN TRUST TO CLOSE THE CONCERN.

The State of Texas, County of

Whereas, a copartnership has heretofore existed between and, both of the city of, which copartnership has been known under the name of, and which it is the intention of the said copartners forthwith to dissolve and determine:

Now this agreement by and between the said of the one part, and the said of the other part, witnesseth:

First. That the copartnership aforesaid is hereby, by the mutual consent of the said parties, dissolved and determined.

Second. The said doth hereby sell, transfer, assign and set over unto the said his moiety of all the stock in trade, goods, merchandise, effects and property of every description belonging to or owned by the said copartnership, wherever the same may be, together with all debts, choses in action, and sums of money due and owing to the said firm from any and all persons whomsoever, to hold the same to the said and his assigns forever in trust for the following purposes, namely: that the said shall sell and dispose of all the goods, property and effects belonging to the said firm at such time and in such manner as he shall think prudent, and shall, with reasonable diligence, collect all the debts and sums of money due and owing to the said firm; and shall, out of the proceeds of the said sales, and with the money thus collected, pay and discharge all the debts and sums of money now due and owing from the said firm, as far as the proceeds of said sales and the said sums of money collected will go; and, after fully satisfying all demands against the said firm, if there be any surplus, shall pay over one moiety thereof to the said or his assigns.

Third. The said both hereby constitute and appoint the said his attorney irrevocable, in his, the said 's own name, or in the name of the said firm, to demand, collect, sue for and receive any and all debts and sums of money due and owing to the said firm; to institute and prosecute any suits for the recovery of the said debts, or to compound the same as he may judge most expedient; to defend any and all suits against the said firm; to execute all such paper writings and acquittances as may be necessary; and generally to do all such acts and things as may be necessary or proper for the full and complete settlement of all business and concerns of the said partnership.

Fourth. The said, for himself and his heirs, executors and administrators, hereby covenants to and with the said and his assigns that he will sell and dispose of the partnership property and effects to the best advantage; that he will use his best diligence and endeavors to collect all debts and sums of money due and owing to the

said firm; and that he will truly and faithfully apply the proceeds of said sale and the moneys collected to the payment, discharge and satisfaction of all debts and demands against the said firm, as far as the same will go; and, after discharging all such debts, will pay over to the said, or his assigns, one moiety of any surplus that may remain; and further, that he will keep full and accurate accounts of all moneys received by him for goods sold or debts collected, as well as of moneys paid out, and will render a just, true and full account therefor to the said

Fifth. The said, for himself, etc., covenants to and with the said, etc., that upon settlement of accounts, if it shall be found that the debts due and owing from the said firm exceed the amount of moneys received from the sale of the said goods and the debts collected, he will pay unto the said, or his assigns, one moiety of any balance that may then be due and owing from the said firm.

Witness our hands this the day of, A. D. 19..

.....

R. S. Art. 3601 (3460).

No. 523.

DISSOLUTION OF PARTNERSHIP.

The State of Texas, County of

Whereas, by agreement made the day of, A. D. 19.., and, of, county of, and State of Texas, did enter into copartnership for the purpose of carrying on the business of merchandising for the term of years;

And whereas the said, wishing to discontinue and decline the said joint partnership so entered into, he, the said, hath proposed to his said partner,, a dissolution, to which proposition the said hath assented.

The parties therefore mutually consent and agree, by these presents, that the said partnership heretofore existing between them be this day dissolved. And it is further stipulated and agreed mutually between them that do take the entire stock of goods and merchandise now on hand and belonging to the partnership, at a valuation to be set upon the same by three competent and disinterested persons appointed to value the same, each of the said parties appointing the one, and the two so appointed to appoint a third; and that he also have power to collect the debts now due to the partnership, and to receive all or any part of the same, in the name of the firm, by suits at law or otherwise; and that, finally, the said do pay over to the

said, or his legal representatives, the full share and profits which shall appear to be due to the said in months after the date hereof.

Witness our hands this the day of, A. D. 19..

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Witnesses.

R. S. Art. 3605 (3464).

No. 524.

DISSOLUTION OF PARTNERSHIP BY INDORSEMENT.

We, the undersigned, do mutually agree that the partnership formed between us by the within articles be and the same is hereby dissolved, except for the purpose of the final liquidation and settlement of the business thereof, and upon such settlement wholly to cease and determine.

Witness our hands this the day of, A. D. 19..

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Witnesses.

No. 525.

PUBLIC NOTICE OF DISSOLUTION.

Notice is hereby given that the partnership lately subsisting between and, of, county of, and State of Texas, under the firm name of “. &,” was dissolved by mutual consent (or as the case is), on the day of, A. D. 19.. (or expired on the day of, A. D. 19..). All debts owing to the said partnership are to be received by the said, and all demands on the said partnership are to be presented to him for payment (or “either partner is allowed to use the name of the firm in liquidation of all debts due to and from the partnership”).

.,, A. D. 19..

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R. S. Art. 3605 (3464).

No. 526.

PUBLIC NOTICE OF DISSOLUTION, WITH CONTINUANCE.

Notice is hereby given that the partnership between,
 and was dissolved on the day of,
 A. D. 19.. All debts due to the said partnership are to be paid, and
 those due from the same discharged at street, in the city of
, where the business will be continued by the said
 and, under the firm name of "....." (or here
 change the same to suit the circumstances of the case).
,, A. D. 19..

.....

No. 527.

AGREEMENT OF ONE PARTNER TO RELINQUISH HIS INTEREST TO ANOTHER.

This agreement, made between, of the one part, and
 and, of the other part, all of, in
 the county of, and State of Texas, witnesseth: That whereas
 the said parties have heretofore dealt together as copartners, and by
 their joint trading many goods, wares and debts are due unto them,
 wherein each of them hath an interest, and likewise the said parties are
 themselves indebted to divers other persons concerning and by reason of
 such joint trading: Now, the said, in consideration of the
 sum of dollars, paid by the said &,
 the receipt whereof is hereby acknowledged, doth consent to disconnect
 himself from the said joint trading and copartnership with the said
 and, and doth hereby release, grant, assign
 and transfer unto the said and all the right,
 property and interest whatsoever, which he, the said, hath,
 or should have, in and to all and singular the goods, wares, merchandise
 and debts mentioned in and by the balance of an account hereto
 annexed.

And the said, for himself, doth covenant with the said
 and that the said account is just and true,
 and that he, the said, hath not received or discharged, and
 that he will not receive or discharge, any of the goods or debts men-
 tioned in the said account, or do any act to hinder the said
 and from receiving the same; but will permit the said
 and to recover and receive the same to their
 own use, without any account therefor to be rendered to the said
, and that the said, upon request, will do
 any reasonable act which may be necessary or convenient to assist the
 said and to recover and receive the same.

And the said and, for themselves, do covenant that they will at all times hereafter pay and satisfy all the creditors to whom the said standeth chargeable or indebted for and concerning all the affairs and dealings of the above mentioned firm, and will at all times hereafter indemnify and save harmless the said, his heirs, executors and administrators, from all the debts and liabilities, and each and every one of them, of the said firm.

Witness our hands this the day of, A. D. 19..

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R. S. Art. 3594 (3453).

PAWNBROKERS.

R. S. Arts. 3636-3652 (3494-3510).

No. 528.

PAWNBROKER'S BOND.

The State of Texas, County of

Know all men by these presents, that we, as principal, and and, as sureties, are held and firmly bound unto the State of Texas, in the sum of one thousand dollars, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Signed with our hands and dated this day of, A. D. 19..

The condition of the above obligation is such that, whereas of said county designs following the business of a pawnbroker in the city of, in said county, for the term of twelve months next ensuing from the date hereof: Now therefore if the said shall faithfully comply with each and every requirement of the law governing such business, then this obligation to be null and void, otherwise to remain in full force and effect.

In testimony whereof witness our hands.

.....
Principal.
.....
.....
Sureties.

Approved.

.....

Clerk of County Court, County.

R. S. Art. 3637 (3495).

Said bond must be filed in the county clerk's office and renewed every twelve months, if the business is continued.

Each pawnbroker shall keep a well bound book, in which he shall register all his transactions as a broker at the time the same occurs. Such register shall show:

1. The article of property received, giving an accurate description of the same.
2. From whom received.
3. The time and amount for which the article is pawned.
4. The probable value of the article.
5. The rate of interest agreed upon.
6. The final disposition made of such property, and if sold, to whom sold and the amount for which each article was sold.

R. S. Art. 3639 (3497).

Such book shall be kept open for inspection, and the broker shall give to the party pledging, a ticket corresponding to the entry on the book of registry.

R. S. Art. 3640 (3498).

If said property is not redeemed at or before the time agreed upon, the broker is authorized to sell the same, at public auction, to the highest bidder for cash, at his usual place of business, after giving at least five days' written notice of such sale, by posting up the same at three public places in the county, one of which shall be at the courthouse-thereof.

R. S. Art. 3643 (3501).

No. 529.

NOTICE OF PAWNBROKER'S SALE.

The State of Texas, County of

Will be sold at public auction to the highest bidder for cash, at my place of business No., street, in the city of, in County, Texas, on the first (day of the week) in next, the same being the day of, A. D. 19.., the following described personal property, to wit (here give an accurate description of the article or articles), heretofore pawned with me by, as security for the payment of a certain sum of money by him to me due and owing and now past due.

Witness my hand this day of, A. D. 19..

R. S. Art. 3643 (3501).

A copy of said notice shall be filed in the office of the clerk of the county court of the county where such sale is made.

All sales made by a pawnbroker shall be made between the hours of 10 o'clock a. m. and 4 o'clock p. m., and no sales shall be made upon Sunday or upon a legal holiday.

R. S. Art. 3644 (3502).

No. 530.

REPORT OF SALE.

The State of Texas, County of To the Clerk of the County Court of said County:

The undersigned, a pawnbroker doing business in, in said county of, respectfully represents, that after giving five days' notice by posting the same at three public places in said county, one of which was at the courthouse thereof, he exposed to sale between the legal hours thereof, at public auction, on the ... day of, A. D. 19.., at his place of business in, in said county, the following described property, to wit (here accurately describe said article or articles) heretofore deposited with him by, and knocked off said to, at and for the sum of dollars, he being the highest and best bidder therefor; that the sum of money loaned by him to the said, for the security of which, he, the said, deposited said, is dollars, for the use of which the said promised to pay the undersigned dollars, together with the principal sum of dollars, on the ... day of, A. D. 19..; that the advertising cost him dollars and the commission for auctioning off the same is dollars, amounting in the aggregate to dollars, leaving dollars surplus due the said

Before me, the undersigned authority, on this day in person came, whose name is subscribed to the above and foregoing report, who being duly sworn says that the same as stated is true and correct.

Sworn to and subscribed before me, this ... day of, A. D. 19..

R. S. Art. 3645 (3503).

No. 531.

DEPOSITOR'S RECEIPT.

Received of, a pawnbroker, doing business in, in said county of, the sum of dollars, surplus of the proceeds of the sale of (here describe the property pawned), heretofore, to wit, on the ... day of, A. D. 19.., by me deposited with him, the said, for securing the payment of dollars borrowed money due the ... day of, A. D. 19..; said sum of dollars being the amount remaining after deducting

from the proceeds of said sale, the principal sum, interest thereon accrued, and the expenses incurred. This day of, A. D. 19..

R. S. Art. 3647 (3505).

The depositor should make demand for the surplus, if any, within thirty days after such sale, and if no such demand be made, such surplus shall become the property of the county where such sale is made.

At the expiration of thirty days after such sale, the surplus of the proceeds of said sale made by the broker shall be paid by him to the county treasurer of said county, or the broker shall file with such treasurer the receipt of the owner or depositor of the property sold.

R. S. Art. 3648 (3506).

No. 532.

COUNTY TREASURER'S RECEIPT.

Received of, a pawnbroker doing business in, in said county of, dollars, it being the surplus of the sale of one (here describe the property pawned), deposited with him by for securing the payment of money loaned, a report of which sale is on file in the county clerk's office of this county. This the day of, A. D. 19..

.....
County Treasurer, County, Texas.

PENSIONS—STATE.

No. 533.

(Form No. 1. Amended Oct. 1, 1902.)

APPLICATION OF INDIGENT SOLDIER OR SAILOR OF THE LATE CONFEDERACY FOR PENSION UNDER THE ACT OF MAY 12, 1899.

Chapter CVIII, Sections 1-14, 26th Leg. (1899), p. 182.

Note.—The law provides that pensions can begin only on the first day of April and October of each year.

The State of Texas, County of To the Honorable County Judge of County, Texas:

Your petitioner,, respectfully represents that he is a resident citizen of County, in the State of Texas, and that he makes this application for the purpose of obtaining a pension under the act passed by the Twenty-sixth Legislature of the State of Texas, and approved May 12, A. D. 1899, the same being an act entitled "An act to carry into effect the amendment to the Constitution of the State of Texas, providing that aid may be granted to disabled and dependent

Confederate soldiers, sailors, and their widows under certain conditions, and to make an appropriation therefor," and I do solemnly swear that the answers I have given to the following questions are true.

[Note.—Applicant must make answer to all of the following questions, and such answers must be written out plainly in ink.]

Q. What is your name? Answer

Q. What is your age? Answer

Q. In what county do you reside? Answer

Q. How long have you resided in said county and what is your post-office address? Answer

Q. Have you applied for a pension under the Confederate pension law heretofore, and been rejected? If so, state when and where. Answer

Q. What is your occupation if able to engage in one? Answer

Q. What is your physical condition? Answer

Q. If your physical condition is such that you are unable by your own labor to earn a support, state what caused such disability. Answer

Q. In what State was your command originally organized? Answer

Q. How long did you serve? Give date of enlistment and discharge. Answer

Q. What was the name or letter of your company and name or number of your regiment? Answer

Q. State whether you served in the infantry, artillery, cavalry, or the navy? Answer

Q. State whether or not you have received any pension or veteran donation land certificate under any previous law, and if you answer in the affirmative, state what pension or veteran donation land certificate you have received. Answer

Q. What real and personal property do you now own, and what is the present value of such property? Give list of such property and value. Answer

Q. What property, and what was the value thereof, have you sold or conveyed within two years prior to the date of this application? Answer

Q. What estate has your wife in her own right, real and personal, and what is its value? Answer

Q. What income, if any, do you receive? Answer

Q. Are you in indigent circumstances; that is, are you in actual want, and destitute of property and means of subsistence? Answer

Q. Are you unable by your labor to earn a support? Answer

Q. Have you transferred to others any property of value of any kind for the purpose of becoming a beneficiary under this law? Answer

Q. Did you ever desert the Confederacy? Answer

Q. Have you been continuously, since the first day of January, 1880, a bona fide resident citizen of this State? Answer

Q. If you originally enlisted in the Confederate service from the State of Texas, were you at the date of the passage of this act a bona fide resident citizen of the State of Texas? Answer

Wherefore your petitioner prays that his application for pension be approved and that such other proceedings be had in the premises as are required by law.

(Signature of Applicant)

Sworn to and subscribed before me, this ... day of, A. D. 19.. (Seal.)

County Judge, County, Texas.

AFFIDAVIT OF WITNESSES.

[Note.—There must be at least two credible witnesses.]

The State of Texas, County of

Before me,, county judge of County, State of Texas, on this day personally appeared and, who are personally known to me to be credible citizens, who being by me duly sworn on oath, state that they personally know, the above named applicant for a pension, and that they personally know that the said is unable to support himself by labor of any sort.

(Signature of Witness)

(Signature of Witness)

Sworn to and subscribed before me, this ... day of, A. D. 19.. (Seal.)

County Judge, County, Texas.

AFFIDAVIT OF PHYSICIAN.

The State of Texas, County of

Before me,, county judge of County, State of Texas, on this day personally appeared, who is a reputable practicing physician of this county, who, being by me duly sworn, on oath, states that he has carefully and thoroughly examined, applicant for a pension, and finds him laboring under the following disabilities which render him unable to labor at any work or calling sufficient to earn a support for himself

(Signature of Physician)

Sworn to and subscribed before me, this ... day of, 19..

County Judge, County, State of Texas.

CERTIFICATE OF COUNTY JUDGE.

The State of Texas, County of

I,, county judge of County, State of Texas, do hereby certify that on the day of, A. D. 19.., before me came on to be heard the application of for a pension under the Confederate pension law of this State, approved May 12, 1899; that the answers of said applicant to the questions propounded were made under oath as the same appear in writing in the foregoing application; that the affidavits of the witnesses, who are credible citizens, were made before me as the same hereinbefore appear, and that the foregoing affidavit of Doctor who is a reputable practicing physician of this county, was made before me. I also certify that the said applicant,, is not an inmate of the Texas Confederate Home, nor otherwise disqualified under the provision of section 12 of the Confederate pension law. I further certify that after considering all the proceedings had before me relative to the said application for a pension by the said, I find the said applicant is lawfully entitled to the pension provided by the Confederate pension law of this State, and I hereby approve said application.

Witness my hand and seal of office at, this day of, A. D. 19..

(Seal.)

.....
County Judge, County, State of Texas.

CERTIFICATE OF COUNTY COMMISSIONERS.

The State of Texas, County of

We, the undersigned members of the commissioners' court of County, Texas, hereby certify that the foregoing application of for a pension, together with the proof in support thereof, was duly submitted by Hon., county judge of this County, to the commissioners' court of this County, at a regular term thereof on the day of, A. D. 19.., and after a careful consideration of the same we find the said applicant is lawfully entitled to the pension provided for by the Confederate pension law of this State, and we hereby approve said application.

Witness our hands and seal of office at, this day of, A. D. 19..

(Seal.)

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.....
(Signature of Commissioners.)

No. 534.

(Form No. 2.)

APPLICATION OF INDIGENT WIDOW OF SOLDIER OR SAILOR OF THE CONFEDERACY FOR PENSION UNDER THE ACT OF MAY 12, 1899.

The State of Texas, County of To the Honorable County Judge of County, Texas:

Your petitioner, Mrs., respectfully represents that she is a resident citizen of County, in the State of Texas; that she is the widow of, deceased, who was a Confederate soldier (or sailor), and that she makes this application for the purpose of obtaining a pension as the widow of said, deceased, under the act passed by the Twenty-sixth Legislature of the State of Texas, and approved May 12, A. D. 1899, the same being an act entitled "An act to carry into effect the amendment to the Constitution of the State of Texas, providing that aid may be granted to disabled and dependent Confederate soldiers, sailors and their widows under certain conditions, and to make an appropriation therefor," and I do solemnly swear that the answers I have given to the following questions are true.

[Note.—Applicant must make answers to all of the following questions, and such answers must be written out plainly in ink.]

Q. What is your name? Answer

Q. What is your age? Answer

Q. In what county do you reside? Answer

Q. How long have you resided in said county and what is your post-office address? Answer

Q. Have you applied for a pension under the Confederate pension law heretofore, and been rejected? If so, state when and where. Answer

Q. What is your occupation if able to engage in one? Answer

Q. What is your physical condition? Answer

Q. What was the name of your deceased husband? Answer

Q. Were you married to him anterior to March 1, 1866? If so, on what date were you married to him and where? Answer

Q. What was the date of his death? Answer

Q. Are you unmarried, and have you so remained unmarried since the death of your said husband for whose services you claim a pension? Answer

Q. State in what company and regiment your deceased husband, for whose services you claim a pension, enlisted in the Confederate army, and the time of his service therein? Answer

Q. If your deceased husband served in the Confederate navy, state when and where, and the time of such service. Answer

Q. State whether or not you have received any pension or veteran donation and certificate under any previous law, and if you answer in the affirmative, state what pension or veteran donation land certificate you have so received. Answer

Q. What real and personal property do you now own, and what is the present value of such property? Give list of such property and value. Answer

Q. What property, and what was the value thereof, have you sold or conveyed within two years prior to the date of this application? Answer

Q. What income, if any, do you receive? Answer

Q. Are you in indigent circumstances; that is, are you in actual want, and destitute of property and means of subsistence? Answer

Q. Are you unable by your labor to earn a support? Answer

Q. Have you transferred to others any property of value of any kind for the purpose of becoming a beneficiary under this law? Answer

Q. Did your deceased husband, for whose services you claim a pension, ever desert the Confederacy? Answer

Q. Have you been continuously since the first day of January, 1880, a bona fide resident citizen of this State? Answer.....

Wherefore your petitioner prays that her application for pension be approved and that such other proceedings be had in the premises as are required by law.

(Signature of Applicant)

Sworn to and subscribed before me, this ... day of, A. D. 19..

.....
County Judge, County, Texas.

AFFIDAVIT OF WITNESSES.

[Note.— There must be at least two credible witnesses.]

The State of Texas, County of

Before me,, county judge of County, State of Texas, on this day personally appeared and, who are personally known to me to be credible citizens, who, being by me duly sworn, on oath, state that they personally know that Mrs., applicant for a pension as the widow of, deceased, is in truth and fact the widow of the said, deceased; that they personally know that the said Mrs., widow of the said, deceased, is unable to support herself by labor of any sort.

(Signature of Witness)

(Signature of Witness)

(Signature of Witness)

(Signature of Witness)

Sworn to and subscribed before me, this ... day of, A. D. 19..

(Seal.)

.....
County Judge, County, Texas.

CERTIFICATE OF COUNTY JUDGE.

The State of Texas, County of

I,, county judge of County, State of Texas, do hereby certify that on the ... day of, A. D. 19.., before me came on to be heard the application of Mrs., widow of, deceased, a pension under the Confederate pension law of this State, approved May 12, A. D. 1899; that the answers of said applicant to the questions propounded were made under oath as the same appear in writing in the foregoing application; that the affidavits of the witnesses, who are credible citizens, were made before me as the same hereinbefore appear. I also certify that the said applicant is not disqualified under any of the provisions of section 12 of the Confederate pension law. I further certify that after considering all of the proceedings had before me relative to the said application for a pension by the said Mrs. as widow of, deceased, I find the said applicant is lawfully entitled to the pension provided for by the Confederate pension law of this State, and I hereby approve said application.

Witness my hand and seal of office at, this day of, A. D. 19..

(Seal.)

.....
County Judge, County, Texas.

CERTIFICATE OF COUNTY COMMISSIONERS.

The State of Texas, County of

We, the undersigned members of the commissioners' court of County, Texas, hereby certify that the foregoing application of Mrs., widow of, deceased, for a pension, together with the proof in support thereof, was duly submitted by Hon., County Judge of this County, to the commissioners' court of this County, at a regular term thereof on the ... day of, A. D. 19.., and after a careful consideration of the same we find the said applicant is lawfully entitled to the pension provided for by the Confederate pension law of this State, and we hereby approve said application.

Witness our hands and seal of office at, this day of, A. D. 19..

(Seal.)

.....
.....
.....
.....

(Signatures of Commissioners.)

INDORSEMENT ON SAID APPLICATION NO. 2 FOR COMPTROLLER'S
USE EXCLUSIVELY.

Form No. 2.—Confederate Pension Application.—Name of applicant,
.....,County. Postoffice, Comptroller's
file, No.

I have carefully examined the within application for pension, together
with the proof in support thereof, and I recommend that the application
be, this day of, A. D. 19..

.....
Pension Clerk.

I hereby the within application for pension, this day
of, A. D. 19..

.....
Comptroller.

No application rejected by county judge or county commissioners
should be forwarded to Comptroller.

POLL TAX.

No. 535.

POLL TAX RECEIPT.

The State of Texas, County of No. Poll Tax Receipts
for for A. D. 19..

Received of on the day of, A. D. 19.., the
sum of dollars, in payment of poll tax for the year A. D. 19..

The said, being duly sworn by me, says that he is
years old; that he resides in voting precinct No. ... in County;
that his race is; that he has resided in Texas years,
and in County years; that he is by occupation
(If an incorporated city or town a blank must be provided for the ward,
street and number of residence, and the length of time he has resided
in such city or town.) All of which I certify

(Seal.)

(Signed)

Tax Collector, County, Texas.

See Election Bill passed by the 28th Leg., Reg. Ses., (1903).

No. 536.**CERTIFICATE OF EXEMPTION FROM POLL TAX.**

State of Texas, County of No.

I,, tax collector for County, Texas, do hereby certify that personally appeared before me on the ... day of, A. D. 19.., and, being sworn, says his name is; that his occupation is: that he has resided in Texas for years; in County for, and in the city of for; that he now resides in precinct No. ..., in ward No., on street, and in house No.; that he is exempt from the payment of a poll tax by reason of; that he is a qualified voter under the Constitution and laws of Texas.

(Seal.)

(Signed)

Tax Collector, County, Texas.

See Election Bill 28th Leg., Reg. Ses. (1903).

This law applies to a voter who resides in a city of 10,000 inhabitants or more, and must be obtained before the first day of February of the year in which he offers to vote.

POWERS OF ATTORNEY.
No. 537.**POWER OF ATTORNEY TO SUE FOR AND SELL LAND.**

The State of Texas, County of

Know all men by these presents, that I,, of the county of and State of Texas, have made, constituted and appointed, and by these presents do make, constitute and appoint, of the county of and State of Texas, my true, sufficient and lawful attorney, for me and in my name, place and stead, to enter upon the following tract of land, situated in County, Texas, to wit: (here describe the land) and to demand possession of the same, and, if necessary, to institute such suit or suits, as to my said attorney shall seem proper, for the recovery of the possession of said land, and to employ counsel to prosecute or assist in prosecuting the same, and also my attorney in fact, for me and in my name, to bargain grant, sell, and convey to any person or persons, and for any sum of money, or other consideration as to him may seem most to my advantage, said above described tract of land; to receive the consideration for which said land may be sold and for the same to execute in my name proper receipts and acquittances, and to make and execute to the purchaser or purchasers thereof such deed or deeds or assurance of titles to said tract of land, with such covenants and warranties as to my said attorney may seem proper, giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever,

requisite and necessary to be done in and about the premises, as fully, to all intents and purposes, as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do or cause to be done in the premises by virtue hereof.

Witness my hand this day of, A. D. 19..

Signed and delivered in the presence of

.....

[Form of acknowledgment same as in deeds.]

No. 538.

POWER OF ATTORNEY TO TRANSFER STOCK.

The State of Texas, County of

Know all men by these presents, that I,, of said county and State, do hereby constitute and appoint..... of said county of, State of Texas, my lawful attorney, with authority for me and in my name and stead to sell, transfer and assign all the stock of the, standing in my name on the books of said company, and to give such assurance of titles therefor as may be necessary to vest the same in the purchaser or purchasers thereof, and to do such other things as may be required to effect the premises; hereby ratifying and confirming all that my said attorney shall lawfully do by virtue of these presents.

Witness my hand this day of, A. D. 19..

The stock of any corporation created under title 21 shall be deemed personal estate; and shall be transferable only on the books of the corporation in such manner as the by-laws may prescribe.

R. S. Art. 666 (590).

Any of the following clauses can be inserted in Form No. 537 after the words, "in my name, place and stead," in conformity with the power to be conferred:

To collect debts, etc.: To ask, demand, recover and receive all and any sum or sums of money, debts, dues, property or effects, due, payable or belonging, or which may at any time hereafter be due, payable and belonging, to me from any person or persons whatsoever, and to execute all necessary receipts, releases and discharges therefor; giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do if personally present.

To settle a partnership: To settle and adjust all partnership demands, accounts and claims now existing between myself and and to submit the same to and decide them by arbitration, and in all matters appertaining to the settlement and adjustment of the affairs of said partnership, in all respects to do and act as by him shall be deemed best; giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do if personally present.

No. 539.

POWER OF ATTORNEY AND TRANSFER OF WAGES.

The State of Texas, County of

Know all men by these presents, that I,, of the State and county aforesaid, for and in consideration of the sum of dollars, to me paid by, the receipt of which is hereby acknowledged and confessed, have granted, sold and assigned, and do hereby grant, sell and assign to of County, Texas, my account, claim and demand against, for my wages for personal service rendered as at, in the month of, A. D. 19..

And I hereby authorize said to receive said wages and receipt for same in my name, and I also authorize and direct the said to pay the same and to deliver my check therefor to said as their own property. And said shall and are fully authorized to indorse my check in my name for the purpose of realizing the money thereon.

Witness my hand this day of, A. D. 19..

Witnesses:

.....

[Acknowledgment same as given in deeds.]

No. 540.

POWER TO VOTE BY PROXY.

The State of Texas, County of

Know all men by these presents, that I,, of said county and State, do hereby constitute and appoint, of the city of, my agent and attorney for me, and in my name, place and

stead to vote as my proxy at any election for, held, etc., according to the number of votes I should be entitled to if there personally present.

Witness my hand this day of, A. D. 19..

.....

No. 541.

APPOINTMENT OF ATTORNEY BY SUBSTITUTION.

The State of Texas, County of

Know all men by these presents, that whereas, by a power of attorney, dated on the day of, A. D. 19., hereto annexed (or recorded in book, on page, county clerk's office of County, Texas), did authorize, constitute and appoint to (here state the authority granted by said power of attorney):

Now therefore by virtue of the power and authority to me given by the before recited power of attorney, I, the said, do by these presents, make, appoint and substitute to be the true and lawful attorney of the said, the constituent named in the aforementioned power of attorney, to do, execute and perform all such acts, deeds, matters and things as shall be necessary to be done in order to effect the purposes and objects in said power of attorney contained, as fully and as effectually, to all intents and purposes, as I myself might or could do by virtue of the power and authority aforesaid, if myself personally present, hereby ratifying and confirming whatsoever my said substitute may lawfully do by virtue hereof.

Witness my hand this day of, A. D. 19..

.....

Signed and delivered in the presenee of

.....

Witnesses.

[Form of aeknowledgment same as given in deeds.]

No. 542.

CONTRACT WITH ATTORNEY WITH ASSIGNMENT OF INTEREST IN CLAIM.

The State of Texas, County of

Know all men by these presents, that I,, of County, Texas, have employed, of said county and State, as my attorney to represent me and prosecute to settlement or judgment a certain claim I have and hold against the, for personal

injuries received by me on the day of, A. D. 19. . ., by (here state the nature of the injury, etc.). I hereby fully authorize and empower my said attorney to bring suit on said claim, if necessary, and to prosecute the same to final judgment, and to compromise and settle said claim with or without suit, in any way or manner that he may deem best or advisable, and to sign my name to any and all papers that may be necessary to be executed for the purpose of settling and compromising said claim. For and in consideration of the services rendered for me by my said attorney,, and the further services to be rendered herein by him for me, I hereby agree and obligate myself to give and allow him, as his compensation herein, of all that he may recover herein, whether in money or kind, by suit, compromise or otherwise, and I hereby sell, transfer, assign and convey to my said attorney,, a undivided interest in and to my said claim against said, whether the same is settled with or without suit, and to any judgment or judgments that I may obtain or that may be rendered in my favor against the said on said claim in this suit or in any other suit or suits that may hereafter be brought on said claim, to have and to hold the same as his own property unconditionally. I do hereby specially authorize my said attorney to release the said in my name, and to fully discharge from further liability, upon receipt of the amount of money he and the said may agree upon, and to do any and all such other things in the premises that I might lawfully do, or that may become necessary to adjust or settle said claim. And I hereby ratify and confirm all such lawful acts that my said attorney may do or cause to be done in the premises by virtue hereof.

Witness my hand this the day of, A. D. 19. . .

.....

[Acknowledgment same as given in deed.]

R. S. Art. 4647.

If suit is brought said contract should be filed among the papers in said cause, and the clerk shall make a minute of such transfer on the court trial docket where the suit is entered, giving briefly the substance thereof. In the sale of a judgment or any part thereof, the clerk shall make a minute of such transfer on the margin of the minute book of said court where said judgment is recorded.

R. S. Art. 4647.

R. S. Art. 3353a, 1895. Railway Co. v. Miller, 53 S. W. R. 709; 60 S. W. R. 259.

No. 543.

REVOCATION OF POWER OF ATTORNEY.

The State of Texas, County of

Know all men by these presents, that I,, have revoked, and by these presents do revoke, recall and make void, a certain power of attorney, bearing date on the day of, A. D. 19.., executed by me, and appointing my attorney, in my name and for my use to (here give the power set forth in the power of attorney).

Witness my hand this the day of, A. D. 19..

Signed and delivered in the presence of

.....

Witnesses.

[Aeknowledgment same as given in deeds.]

PROMISSORY NOTES, ORDERS, ETC.

No. 544.

PROMISSORY NOTE.

\$....., Texas,, 19..

On the day of, A. D. 19.., I (or we, as the ease may be) promise to pay to the order of, dollars at the office of,, County, Texas, with interest at the rate of per cent per annum from date, together with ten per cent for collection fees, if suit is brought on this note, or if it is placed in the hands of an attorney for collection or collected through the probate court. Interest payable annually, and defaulting interest to draw the same rate of interest as prinicipal. Value received.

P. O.

No.

If note is secured by lien on personal property, then add to above note: "This note is secured by a lien on the following described personal property, situated in County, Texas, to wit" (here describe the property). If separate instrument is executed, then state, "This note is secured by a mortgage lien in writing this day executed and delivered by the said to, on the following described personal property, situated in County, Texas, to wit" (here describe the property).

The mortgage lien note or mortgage should be filed with the county clerk of the county where said property is situated in order to protect the holder of said note against an innocent purchaser.

R. S. Arts. 3328, 4651 (1895), amended by 26th Leg., Reg. Ses. (1897), p. 209.

No. 545.

VENDOR'S LIEN NOTE.

\$....., Texas,, 19..

On, 19.., promise to pay to the order of the sum of dollars, for value received, with interest at the rate of per cent per annum from hereof until paid. Interest hereon payable annually, and defaulting interest to draw the same rate of interest as principal. Both principal and interest payable at

Failure to pay this note or any installment of interest thereon when due shall, at the option of the holder, mature this note and all other notes given this day by to said in payment for the property hereinafter mentioned, and hereof may the holder in such event proceed to collect the same in the same manner as if the full time provided in said notes had expired.

This note is given in part payment of the purchase money for (here describe the property), this day deeded to by by deed in writing bearing even date herewith and for the payment hereof, together with all interest hereon, according to the tenor and reading hereof, a vendor's lien is hereby acknowledged, and to further secure and enforce the payment hereof, have this day executed a deed of trust upon the premises herein and in said deed described. In case this note is placed in the hands of an attorney for collection promise to pay ten per cent additional on the amount of principal and interest then due as attorney's fees.

.....

No.

No. 546.

DEED OF TRUST LIEN NOTE.

\$....., Texas,, 19..

On the day of, A. D. 19.., I (or we) promise to pay to the order of the sum of dollars, for value received, with interest at the rate of per cent per annum from hereof

until paid. Interest hereon payable annually, and defaulting interest to draw the same rate of interest as principal. Both principal and interest payable at, Texas.

Failure to pay this note or any installment of interest thereon when due shall, at the option of the holder, mature this note and all other notes given this day by to said secured by a deed of trust on the property hereinafter mentioned, and hereof may the holder in such event proceed to collect the same in the same manner as if the full time provided in said notes had expired.

This note is secured by a deed of trust on the following described property(here describe the property), this day executed and delivered by to, as trustee, for the use and benefit of to secure and enforce the payment of this note and all other notes this day executed and in said deed of trust mentioned and described. In case this note is placed in the hands of an attorney for collection I promise to pay per cent additional on the amount of principal and interest then due as attorney's fees.

No.

.

No. 547.

DUE BILL.

\$

Due, or bearer, the sum of dollars, for value received, with interest thereon at the rate of per cent pr annum.,, A. D. 19..

.

No. 548.

ORDER FOR MONEY.

., Texas,, A. D. 19..

. will please pay on demand to or order, the sum of dollars, and charge the same to my account.

.

No. 549.

RECEIPT OF INTEREST TO BE INDORSED ON NOTE.

Received of, dollars, the annual interest due on the within note for the year from, A. D. 19., to, A. D. 19.. This, A. D. 19..

.

No. 550.**CHECK ON BANK.**

..... Bank:, Texas, A. D. 19..

Pay to or bearer (or order), dollars.

\$.....

.....

No. 551.**CUSTOMER'S DRAFT.**

..... Bank:, Texas,, 19.. No.

.....: Pay to the order of (\$)
 dollars, with exchange, and charge the account of

.....

To

.....

No. 552.**PROTEST OF PROMISSORY NOTE FOR NONPAYMENT.**

(Here insert copy of note with name of indorser.)

The State of Texas, County of

Be it remembered that I,, a notary public in and for said county and State, having my office at, Texas, this day at the request of, the holder of a certain promissory note, a true copy whereof is hereto attached, presented said note during the usual hours for such business to, the payer (or person in attendance), at the place of business (or residence, if there be no place of business), of, and demanded payment for the same, to which he answered (here state the answer), and failed to pay the same.

Whereupon I,, the said notary public, at the request of the said, as aforesaid, do hereby solemnly protest against the maker of said note, the indorser and all others therein concerned for the debt and interest and for all exchanges incident hereto, and for all costs and damages, which are now, or may hereafter be, incurred or sustained by reason of the nonpayment of said note, whereof I have duly notified, indorser of said note, on the day and date hereof, by depositing a notice of the same in the postoffice in, in said county, duly stamped and directed to the said indorser at the city of, in said State, his place of residence.

To all of which I hereby certify, under my hand and seal of office, at my office, in, in said county, this the day of, A. D. 19..

(Seal.)

Notary Public, County, Texas.

R. S. Arts. 315-316 (273-274).

NOTICE OF PROTEST TO INDORSER.

., Texas,, 19..

To,, Texas:

Please take notice, that a promissory note executed by, in favor of, for the sum of dollars, dated, A. D. 19.., indorsed by, due and payable on the day of, A. D. 19.., at, Texas, was this day protested by me, after due demand, for nonpayment, and the holder thereof will look to you for payment of the same, of which you hereby have notice.

Given under my hand and notarial seal, at my office in the city of, Texas, on the day and date above written.

Notary Public, County, Texas.

NOTICE OF PROTEST FOR NONACCEPTANCE.

The State of Texas, County of

., Texas, day of, A. D. 19..

To,, Texas:

This is to notify you that a draft dated the day of, A. D. 19.., drawn by, for the sum of dollars, payable after date to order of, indorsed by (here name indorsers), being duly presented for acceptance, and refused, has been by me duly protested for nonacceptance, and at the request of, the holder thereof, I hereby notify you by (here state manner of notice) that you will be held for payment of same, together with all exchange, re-exchange, costs, charges, damages and interest.

Notary Public, County, Texas.

PUBLIC ROADS.

No. 553.

PETITION FOR LAYING OUT A PUBLIC ROAD.

The State of Texas, County of To the Honorable Commissioners' Court of said County:

The undersigned freeholders in precinct No., in said county, represent that for the convenience of themselves and of the public generally they desire a new public road to be opened, beginning at and terminating at

Wherefore they pray for the appointment of a jury of view to lay out and mark said road, and that the same be opened and established as a public road. This day of, A. D. 19..

.....
.....
.....

And others.

All applications for a new road, and all applications to discontinue an existing one, shall be by petition to the commissioners' court, signed by at least eight freeholders in the precinct or precincts in which such road is desired to be made or discontinued, specifying in such petition the beginning and termination of such road proposed to be opened or discontinued; provided, that where one or more persons live within an inclosure, either or all of them may petition the commissioners' court for a third-class road or neighborhood road to their nearest trading points, mills, gins, school and church houses and county seats.
R. S. 1895, Art. 4687.

No. 554.

NOTICE OF APPLICATION.

The State of Texas, County of

Notice is hereby given that application will be made to the commissioners' court of said county at its next term, to be holden at the courthouse thereof on the day of, A. D. 19.., for the view and establishment of a new road beginning at and terminating at Dated the day of, A. D. 19..

.....
For himself and seven others.

Said notice must be signed by the persons making application for said road, or by some one of them, and must be posted at the courthouse door and at two other public places in the vicinity of the route of the proposed new road, for at least twenty days before the commencement of the term of court at which the application will be acted on.

R. S. 1895, Art. 4686 (4365).

No. 555.

ORDER FOR APPOINTMENT OF A JURY OF VIEW.

On this the day of, A. D. 19.., came on to be heard the application of and seven others, freeholders of road precinct No., for a new road beginning at and terminating at, and it appearing that notice of said application has been given as required by law, it is ordered that (here name five persons freeholders of the county) be and are hereby appointed a jury of view, a majority of whom may proceed, with the county surveyor, to lay out, survey and describe said road, to the greatest advantage to the public, and so that the same can be traced with certainty, and make report of their proceedings to the next term of this court, including in said report the field notes of said survey and description of said road.

R. S. Art. 4688 (4367).



No. 556.

OATH OF JUROR.

I,, do solemnly swear that I will lay out the road now directed to be laid out by the order to us directed from the commissioners' court, according to law, without favor or affection, malice or hatred, to the best of my skill and knowledge, so help me God.

.....

Sworn to and subscribed before me, this the day of, A. D. 19..

.....

R. S. Art. 4689 (4368).



No. 557.

NOTICE TO LANDOWNERS.

To, and, residing in the County of

You are hereby notified that the undersigned jury of freeholders, acting under and by virtue of an order of the commissioners' court of County, will on the day of, A. D. 19.., proceed to lay out and survey a road commencing at and terminating at, in said county, and which may run through certain lands owned by you, and will at the same time assess the damages incidental

to the opening of said road, when you may present to us a statement in writing of the damages, if any, claimed by you.

Witness our hands this day of, A. D. 19..

.....
.....
.....
.....
.....

R. S. Art. 4691.

No. 558.

OFFICER'S RETURN.

Came to hand on the day of, A. D. 19.., at o'clock .. m., and executed on the same day, by delivering in person to the within named,, and, at, in County, Texas, each a true copy of the within notice. The distance actually traveled in the execution of such process is miles.

.....

RETURN WHEN SERVICE IS MADE BY PUBLICATION ON A NONRESIDENT.

Came to hand on the day of, A. D. 19.., at o'clock .. m., and executed by publication of the same in the, a newspaper published at, in said county of (or a newspaper published in the county of, being the nearest county in the judicial district in which a newspaper is published, there being no newspaper published in the said county of), for four successive weeks, said publication being made on the,, and days of, A. D. 19.., and a printed copy of said publication accompanies this return. The distance actually traveled in the execution of such process is miles.

.....

R. S. Art. 4691.

No. 559.

REPORT OF JURY OF VIEW.

To the Honorable Commissioners' Court of County:

The undersigned jurors, acting under the order of this court made on the day of, A. D. 19.., and after being duly sworn, did, on the day of, A. D. 19.., together with, county surveyor, proceed to lay out and survey a road, beginning at and terminating at; and at the same time proceeded to assess the damages incidental to the opening of said road, after having

given notice in writing to the landowners through whose land said road runs, said notice and the return of service thereof being herewith returned as a part of this report.

The field notes of said survey and description of said road are as follows (here set out same in full).

And, and, owners of land through which said road runs, having presented to us statements of the damages claimed by them respectively, which are returned with this report, we assessed their damages as follows (here state the amount of damages assessed to each). All of which is respectfully submitted for the further orders of this court.

.
.

R. S. Art. 4690 (4369).

Said jurors shall make their report in writing to the next regular term of the commissioners' court. If notice is given by publication, the road may be established after four weeks' publication.

R. S. Art. 4691.

No. 560.

CONSENT OF LANDOWNERS.

The State of Texas, County of

We, the undersigned owners of the land through which the proposed road, as set forth in the within report, will run, hereby consent that the same shall be opened as therein laid out, and we hereby waive all rights we may have under the Constitution and laws of the State.

Given under our hands this day of, A. D. 19..

.
.

Witnesses:

.
.

No. 561.

ORDER ESTABLISHING A ROAD.

On this the day of, A. D. 19.., came on to be heard the report of the jury of view appointed to lay out and survey a road beginning at and terminating at, it is ordered that the same be approved; that said road is hereby established, and the field notes of said survey and description of said road be recorded in the minutes of this court.

It is further ordered that there be allowed and paid as damages, and as adequate compensation for the land taken for said road, the amount of money as follows: To, \$; to, \$ And that said sums be paid to said parties respectively or be deposited to their credit with the county treasurer of this county.

It is further ordered that said said new road be and is hereby classified as a road of the class; that so much of said new road as lies within road precinct No. shall constitute a part of said precinct, and that the overseers of roads within said precincts cause said new road, so far as the same is within their respective precincts, to be opened and worked.

R. S. Art. 4693 (4372).

If the owner or owners of said land are not satisfied with the assessment of damages by the commissioners' court, he or they may appeal therefrom as in cases of appeal from judgment of justice's court, but such appeal shall not prevent the road from being opened, but shall be only to fix the amount of damages.

When juries of view are appointed it shall be the duty of the clerk of the court to make out copies of the order appointing them in duplicate, and to deliver such copies to the sheriff of the county within ten days after such order of appointment was made, indorsing on such copies the date of such order.

R. S. Art. 4697 (4376).

Service shall be made by the sheriff by delivering to each of said jurors in person a copy of said order, or by leaving one of said copies at the usual place of abode of such juror.

R. S. Art. 4698 (4377).

Appellate jurisdiction from county commissioners' courts in assessment of damages in laying out public roads:

An appeal from damages assessed by the commissioners' court in laying out a public road from the county seat as provided for in the Revised Statutes of 1895, article 4674, is made to the district court. The party appealing shall give a bond in a sufficient amount to cover all costs.

R. S. Art. 4677.

Appeal from the assessment of damages by the commissioners' court in laying out county roads under Act of February 5, 1884, articles 4687 and 4693 (4372), shall be made to the county court as in cases of appeal from judgment of justice's court, but such appeal shall not prevent the road from being opened, but shall be only to fix the amount of damages. The owner of any land may, at the time stated in the notice given him by the jury of freeholders as provided in article 4691, or previously thereto, present to the jury a statement in writing of the damages claimed by him, if any, incidental to the opening of such road. If no claim of damages is filed with such jury after such notice as provided for in said article the same shall be considered as waived.

No. 562.**OVERSEER'S APPOINTMENT.**

The State of Texas, County of Commissioners' Court of said
County, Term, A. D. 19..

To, of Road Precinct No., in said County:

It appearing to the court that you are subject to road duty in your said precinct, the boundaries whereof are as follows, to wit (here give the boundaries): You are therefore for the term of one year from the day of, A. D. 19 .., duly appointed by the court overseer of said precinct, and hereby required under the penalty of the law to keep the roads therein in good and passable condition during the term of your said appointment; and to enable you to discharge your said duties the following hands, to wit,,, etc., to you have been assigned and made subject to your commands as overseer aforesaid, whose disobedience thereto you are required to report to the county attorney, and also a true report to make as required by law to said court, at the regular term thereof to be held in next.

I,, clerk of the county court of said county, hereby certify that the foregoing is a true copy of the original order as it appears in the minutes of said court.

Given under my hand and the seal of said court hereon impressed at office in, said county, this day of, A. D. 19 ..
(Seal.)

Clerk County Court, County.

R. S. Arts. 4717-4720.

The clerk of said court shall make out copies of said orders appointing overseers of roads in duplicate, and deliver the same to the sheriff of the county within ten days after any such order shall have been made, indorsing on such copies the date of the orders of appointment. The sheriff shall, within twenty days after the reception of said copies, deliver to or leave at the usual place of abode of such overseer one of such copies, and shall return the duplicate of such copy to the clerk of the county court, indorsing thereon the date and manner of service, and if not served, the cause of his failure to serve the same.

R. S. Art. 4722 (4397).

No. 563.**NOTICE TO ROAD HANDS.**

The State of Texas, County of To, of Road
Precinct No. County:

You are hereby required to be and appear at in said precinct, by .. o'clock a. m., on the day of, A. D. 19 ..

with an ax, pick, hoe or spade, then and there to enter upon the performance of your duty as road hand of said precinct, and the same to continue from day to day for successive days, if required. This day of, A. D. 19 ..

.....
Overseer.

R. S. Art. 4740 (4415).

No. 564.

OVERSEER'S RECEIPT.

The State of Texas, County of

Receipt of, dollars, in satisfaction for days' work, to wit (here give the days of the month), days of, A. D. 19.., required of him in road precinct No. of said county. This day of, A. D. 19 ..

.....
Overseer.

No. 565.

OVERSEER'S REPORT TO THE COURT.

The State of Texas, County Commissioners' Court of County, Term, A. D. 19 ..

To the Honorable County Judge and Commissioners of said County:

....., overseer of road precinct No. in said county, respectfully reports that the roads in said precinct are now in good and passable condition, with mile posts on them properly erected, and index boards arranged as the law directs; and he further reports that the number of hands in said precinct, subject to road duty, is, whose names are as follows, to wit (here state the names); and he further reports that he has caused his said road to be worked days during the preceding year, and that he has received from the following road hands, in lieu of work, dollars, to wit (here give the names and the amount received from each); that he has paid dollars, for the following purposes, to wit: to, for, used for; that he has dollars of said sum yet in his hands to pay over to the court.

Witness my hand this day of, A. D. 19..

.....
Overseer.

Sworn to and subscribed before me, this the day of, A. D. 19 ..

R. S. Art. 4752 (4427).

RELEASES.

No. 566.

RELEASE OF VENDOR'S LIEN.

The State of Texas, County of

Whereas, on the day of, A. D. 19.., did execute and deliver to, a certain deed of conveyance, wherein the party first named did convey to the party last named, the following described tract.. or parcel.. of land, to wit (here describe the land).

And whereas, as a part consideration for said land, the said did execute and deliver to the said two certain promissory notes for \$ each, bearing even date with said deed, and payable to, or order, due on the day of, A. D. 19.., and 19.., each respectively fully described in said deed, recorded in volume, page, Record of Deeds of County, Texas, hereto referred to for further description, and a vendor's lien was expressly retained in such deed to secure the payment of said promissory notes.

And whereas, said promissory notes have been fully paid off and discharged, both principal and interest, and at the time of their payment said notes were the property of the undersigned:

Now therefore know all men by these presents, that I,, of the county of, and State of Texas, for and in consideration of the premises and the full and final payment of said notes, having remised, released, quitclaimed, discharged and acquitted, and by these presents do remise, release, quitclaim, discharge and acquit unto the said, his heirs and assigns, the vendor's lien heretofore existing upon the land and premises aforesaid.

Witness my hand this the day of, A. D. 19..

Attest:

.....
.....

[Acknowledgment same as deeds.]

Lien is barred in ten years after maturity of debt. 29th Leg. (1905), p. 334.

No. 567.

RELEASE OF MORTGAGE OR DEED OF TRUST.

The State of Texas, County of

Whereas, on the day of, A. D. 19..,, of the county of, State of, did execute, acknowledge and deliver to, of the county of, State of Texas,

a certain deed of trust on the following described real estate, situate, lying and being in the county of, in said State of Texas, to wit: (here describe the property), to secure the prompt payment of two certain promissory notes executed by the said and payable to the order of, as follows:

One note for dollars, due day of, A. D. 19.., and one note for the sum of dollars, due day of, A. D. 19.., and bearing interest from date at the rate of ten per cent per annum;

And whereas, said notes with accrued interest thereon have been fully paid to, the legal and equitable holder and owner of such notes:

Now therefore know all men by these presents, that I,, joined herein by, trustee, at my request, of County, State of Texas, in consideration of the premises and of the full and final payment of said notes, the receipt of which is hereby acknowledged, have this day, and do by these presents, release, discharge and quitclaim unto the said, his heirs or assigns, all the right, title, interest and estate in and to the property above described, which we have or may be entitled to by virtue of said deed of trust, and do hereby declare the same fully released and discharged from any and all liens created by virtue of said notes and deed of trust above mentioned.

Witness our hands this day of, A. D. 19..

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Witnesses:

.
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[Form of acknowledgment same as given in deeds.]
Lien barred in ten years. 29th Leg. (1905), p. 334.

No. 568.

RELEASE OF JUDGMENT LIEN.

The State of Texas, County of

Whereas, on the day of, A. D. 19.., plaintiff,, recovered judgment against in justice court, precinct No. (or county or district court, as the case may be), in County, Texas, before, a justice of the peace, in cause No. on the docket of said court, in book, on page, for the sum of dollars, with interest thereon at the rate of per cent per annum, together with all costs therein, and wherein abstract of said judgment was made and filed with the county clerk of County,

Texas, for record and recorded in the judgment records thereof in book, on page

And whereas, said judgment and interest, together with all costs thereon, was, on the day of, A. D. 19.., paid and satisfied in full to plaintiff,, and said judgment, interest and costs have been fully paid and satisfied: Now therefore know all men by these presents, that I,, of County, Texas, the legal holder and owner of said judgment, in consideration of the premises and of the full payment of said judgment, interest and costs, the receipt of which is hereby acknowledged, have this day, and do by these presents, cancel, release and discharge unto the said, his heirs or assigns, all the right, title, interest and estate in and to said judgment and judgment lien, which I have or may have therein, and do hereby declare said judgment fully paid off and satisfied and said judgment lien fully released and discharged to all intents and purposes.

Witness my hand this the day of, A. D. 19..

R. S. Art. 3291 (3161).

[Acknowledgment same as in deeds.]

No. 569.

RELEASE.

The State of Texas, County of

Know all men by these presents, that I,, of said county of, in consideration of the sum of dollars to me in hand paid, the receipt of which is hereby acknowledged and confessed, do by these presents, for myself, my heirs, executors and administrators, release and forever discharge the said of and from all manner of debts, demands, obligations, liabilities, suits, and causes of action, whatever against him, the said, in any manner claimed, owned, held, or possessed by me, the said, in my own right at the time of executing these presents.

Witness my hand this day of, A. D. 19..

Signed and delivered in the presence of

.....
.....

Witnesses.

PROOF OF LOSS BY FIRE.

No. 570.

PROOF OF LOSS—SHORT FORM NOT EXCEEDING \$100.

The State of Texas, County of

., being duly sworn according to law, deposes and says that the Insurance Company, through, its duly authorized agent at, Texas, did issue to its policy of insurance, No.: said policy expiring on the day of, A. D. 19.., and covering as follows:

\$ on
\$ on
\$ on

and that by a fire which occurred on the day of, A. D. 19.., and originated from (here state the origin of the fire), the assured has sustained actual loss and damage, under the terms of said policy, according to statements attached hereto, as follows:

\$ on
\$ on
\$ on
\$ on

That the following is a list of the whole insurance on said property, and the amount of claim against each company:

. Insurance Co. insures \$ Proportion is \$
. Insurance Co. insures \$ Proportion is \$
. Insurance Co. insures \$ Proportion is \$
., Claimant.

Subscribed and sworn to before me, this the day of, A. D. 19..

(Seal.)

I hereby certify that the above claim is just and true.

., Agent.

No. 571.

PROOF OF LOSS BY FIRE UNDER POLICY.

No. \$

To the Insurance Company of:

By your policy of insurance No., issued at your agency at, commencing the day of, A. D. 19.., and expiring the day of, A. D. 19.., at 12 o'clock noon, you insured against all direct loss or damage by fire to an amount not exceeding dollars, according to the terms and conditions printed and written therein; the descriptive portions being as follows (here give the descriptive portion of the policy).

A fire occurred on the . . . day of, A. D. 19. . ., about the hour of . . . o'clock . . m., and according to the knowledge and belief of this affiant the origin of said fire was (here give the origin of the fire).

All of the property described in said policy belonged, at the time of the fire above mentioned, to, which firm was composed of and, and no other person or persons had any interest therein, except as follows, viz. (here state other interests, if any).

The actual cash value of each specific subject thus situated and described by the aforesaid policy at the time of the fire, and the actual loss and damage by said fire to the same, as shown by annexed schedule, and for which claim is hereby made, were as follows:

	Sound Value	Total Loss	Total Insurance	Insured by this Policy	Claimed under this Policy
First item					
Second item					
Third item					
Fourth item					
Fifth item					
Total					

Total amount claimed of this company under above named policy, \$. There is no incumbrance upon the property described in said policy, or any part thereof, except as follows, viz. (here state the incumbrance, if any). All other insurance, whether valid or not, covering any of said property, at the time of the fire, dollars (\$.), and no more. Full copies of the descriptions and schedules in all policies, and of all indorsements, are hereto annexed, or will be furnished on demand. There have been no changes in the title, use, occupation, location, possession or exposure of said property since the issuing of said policy, except as follows, viz. (here state the changes, if any).

The building described, or containing the property described in said policy, was occupied in its several parts at the time of the fire as follows, viz. (here state how same was occupied).

The said fire did not originate by any act, design or procurement on the part of assured, or of this affiant, nor in consequence of any fraud or evil practice done or suffered by said assured, or by this affiant; nothing has been done by or with the privity or consent of the assured, or of this affiant, to violate the conditions of said policy or render it void; no articles are mentioned herein, but such as were in the building damaged or destroyed, and belonging to and in possession of the said assured, at

the time of the said fire; no property saved has been in any manner concealed, and no attempt to deceive the said company as to the extent of said loss has in any manner been made.

Witness our hands at, this the day of A. D. 19..
.....
.....

Personally appeared and, signers of the foregoing statement, who made solemn oath to the truth of the same, and that no material fact is withheld that the said company should be advised of, before me, this the day of, A. D. 19..
(Seal.)

The State of Texas, County of

I,, a notary public in and for County, Texas, residing in, most contiguous to the property hereinbefore described, hereby certify that I am not concerned in the loss or claim above set forth, either as a creditor or otherwise, nor related to the assured or sufferers; that I have examined the circumstances attending the fire or damages as alleged, and that I am well acquainted with the character and circumstances of the assured, and do verily believe that the assured have by misfortune, and without fraud or evil practice, sustained loss and damage on the property covered by said policy to the amount of dollars.

In testimony whereof I have hereunto set my hand and official seal, this the day of, A. D. 19..
(Seal.)

SCHEDULE — STATEMENT OF LOSS.

(Here assured can give statement of loss sustained.)

Assured must be governed by the printed conditions of his policy in making out his proof of loss.



REMOVAL OF DISABILITIES OF A MINOR.

No. 572.

PETITION FOR REMOVAL OF DISABILITIES OF A MINOR.

The State of Texas, County of In District Court of
County, Texas.

To the Honorable District Court of said County:
Now comes, who resides in County, Texas, and respectfully represents to the court that he is a minor over nineteen years of age, and is the owner of property, both real and personal. That

your petitioner is capable of managing his property, and for some time past has been permitted to manage his own affairs, and that it is advisable, and would be to the interest and advantage of your petitioner, in person and property, to have his disabilities as a minor removed.

(Petitioner should here state the cause or causes existing which make it advisable or advantageous to have his disabilities removed.)

That your petitioner's father,, is living and resides in County, Texas.

Wherefore your petitioner prays that such notice issue herein as may be necessary and for order of this court removing his disabilities as a minor, etc.

.....
Petitioner.

.....,
Attorney for Petitioner.

R. S. Art. 3499.

A copy of said petition shall be served upon the father of the minor, if living within the State, and if he be dead, that fact shall be mentioned in the petition. If the father of the minor be not living, then a copy of the petition shall be served upon the county judge of the county in which the suit is brought, and in all such cases the court hearing the application shall appoint a special guardian, whose duty it shall be, in connection with the county judge, to represent the true interest of the minor.

R. S. Art. 3205.

The petition shall be sworn to by some person cognizant of the facts set out in said petition.

AFFIDAVIT TO SAID PETITION.

The State of Texas, County of

Before me,, a notary public in and for County, Texas, on this day personally appeared, who, being by me duly sworn, says that he has carefully read over the foregoing petition, and is cognizant of the facts set out therein, and that the same are true.

.....

Sworn to and subscribed before me, under my official hand and seal, this the day of, A. D. 19..

(Seal.)

.....

No. 573.

WAIVER AND ACCEPTANCE OF SERVICE AND PETITION BY THE FATHER OF MINOR, OR COUNTY JUDGE.

Ex Parte Application of for Removal of His Disabilities as a Minor. In District Court of County, Texas.

I hereby waive the issuance and service of a copy of the petition in above cause, and accept service of same.

Father of said Minor (or County Judge, County).

No. 574.

ORDER REMOVING DISABILITIES OF A MINOR.

Ex Parte Application of for Removal of His Disabilities as a Minor. In District Court of County, Texas, Term, 19 ..

On this the day of, A. D. 19.., came on to be heard the application of for removal of his disabilities as a minor; and it appearing to the court that the father of said minor is living and has been duly served with a copy of said minor's petition filed herein; and it further appearing to the court that it is advisable and would be advantageous to such minor, in person and property, to have his disabilities as a minor removed, and that said minor is over nineteen years of age:

It is therefore ordered and decreed by the court that the disabilities of said, as a minor, be and are hereby removed, and said minor shall be deemed and held for all legal purposes, of full age, as made and provided by law in such cases.

R. S. Arts. 3500-3501.

Said cause may be heard by the court either in regular order or at any time during term time.

PLEADINGS—PETITIONS.

INSTITUTION OF SUITS — DISTRICT AND COUNTY COURTS.

R. S. Arts. 1177-1180 (1181-1184). Art. 1180 (1895) amended by 25th Leg. (1897), p. 266.

Pleadings in General. R. S. Arts. 1181-1190 (1185-1194).

Pleadings of the Plaintiff. R. S. Arts. 1191-1193 (1195-1197).

Pleadings—Justice Courts. R. S. Arts. 1603-1605 (1573-1575).

No. 575.

PETITION ON ACCOUNT.

The State of Texas, County of In Court of
County, Texas, Term, A. D. 19 ..

To the Honorable Court of said County:

Now comes, who resides in County, Texas, hereinafter called plaintiff, complaining of, who resides in the county of in the State of Texas, hereinafter styled defendant; and for cause of action, plaintiff represents to the court that heretofore, to wit: on or about the day of, A. D. 19.., plaintiff, at the special instance and request of defendant, sold and delivered to him, at the several times specified in the account hereto attached, marked Exhibit "A" and made a part hereof, certain goods, wares and merchandise in said account mentioned, in consideration whereof the defendant then and there promised plaintiff to pay him the said several sums of money charged therefor in said account specified, amounting to the sum of dollars, at the expiration of months thereafter, with interest thereon at the rate of ... per cent per annum, from the day of, A. D. 19 .. (or if said goods were sold at price not agreed upon, then after the words, "in consideration whereof the defendant then and there promised," add: to pay plaintiff, on demand, so much money as the said goods, wares and merchandise were reasonably worth; that the said goods, wares and merchandise were, at the time of the sale and delivery thereof, reasonably worth the several sums of money charged therefor in said account specified, amounting to the sum of dollars).

That said account is past due and unpaid, and defendant, though often requested, has hitherto failed and refused and still refuses to pay the same, or any part thereof, to plaintiff's damage dollars.

Wherefore plaintiff prays the court that defendant be cited to appear and answer this petition, and that he have judgment for his debt, dollars, interest and costs of suit, and for such other and further relief, special and general, in law and in equity, that he may be justly entitled to, etc.

.....
Attorney for Plaintiff,

No. 576.

PETITION ON PROMISSORY NOTE.

The State of Texas, County of In Court of
 County, Texas, Term, A. D. 19 ..

To the Honorable Court of said County:

Now comes, who resides in County, Texas, hereinafter called plaintiff, complaining of, who resides in the county of, in the State of Texas, hereinafter styled defendant; and for cause of action plaintiff represents to the court that heretofore, to wit: On the ... day of, A. D. 19 .., the defendant made, executed and delivered to this plaintiff his certain promissory note for the sum of dollars, bearing date on the day and year aforesaid, payable to the order of plaintiff at, Texas, and due on the ... day of, A. D. 19 .., bearing interest at the rate of ... per cent per annum from date until paid, and providing for ten per cent additional on the amount of principal and interest then due as attorney's fees if placed in the hands of an attorney for collection or suit is brought on same, whereby defendant became liable and bound to plaintiff and promised plaintiff to pay him the sum of money in said note specified, together with all interest and attorney's fees due thereon according to the tenor and effect thereof. That plaintiff has placed said note in the hands of, an attorney, for collection and has contracted to pay him the ten per cent stipulated in said note.

That said note is now past due and unpaid, and defendant, though often requested, has hitherto failed and refused and still refuses to pay the same, or any part thereof, to plaintiff's damage in the sum of dollars.

Wherefore plaintiff prays the court that defendant be cited to appear and answer this petition, and that he have judgment for his debt, dollars, interest and attorney fees, and costs of suit, and for such other and further relief, special and general, in law and in equity, that he may be justly entitled to, and in duty bound will ever pray, etc.

.....
 Attorney for Plaintiff,

Maddox v. Craig, 16 S. W. R. 328.
 Bolton v. Gifford & Co., 100 S. W. R. 210.
 R. S. Art. 1191 (1195).

No. 577.

PETITION FOR NOT COMPLETING BUILDING ACCORDING TO CONTRACT.

The State of Texas, County of In Court of.....
 County, Texas, Term, A. D. 19 ..

To the Honorable Court of said County:

Now comes, who resides in County, Texas, hereinafter called plaintiff, complaining of, who resides in the county of, in the State of Texas, hereinafter styled defendant; and for cause of action, plaintiff represents to the court that heretofore, to wit: on the ... day of, A. D. 19 .., plaintiff and defendant entered into an agreement in writing, signed by the defendant, whereby defendant agreed to erect for plaintiff, in a good and substantial manner, a ... story ... store, in the city of, in said State, and to have the same completed and ready for occupancy on or before the ... day of, A. D. 19 .., for which plaintiff agreed to pay defendant dollars, in installments, as follows: When the foundation should be laid, the sum of dollars; when the first story should be up, and the second tier of joists laid, dollars; when the second story should be up and the third tier of joists laid, dollars; when the roof should be on, dollars, and when the said store should be fully completed, according to agreement, the balance of dollars.

That defendant entered upon the performance of the work in said agreement, and laid the foundations of the said building, and completed the erection of the first story thereof, with the joists for the second story laid, and had commenced the erection of the second story thereof; that plaintiff duly performed all the conditions of said agreement on his part, and paid to defendant the installments as they became due for the work so performed; but defendant neglected to finish the said building pursuant to said agreement, and left the same with the foundations and the first story completed, and the walls of the second story partly up, and although the time for the completion of said building has long since expired, he has failed and refused to complete the said work.

Plaintiff further says that on the ... day of, A. D. 19 .., he made an agreement with one, whereby he agreed to let, and said agreed to hire, the said store for one year from the ... day of, A. D. 19 .., at a yearly rental of dollars, of which fact defendant had due notice; that by reason of defendant's failure to complete the contract aforesaid upon his part the said house was not completed on said ... day of, A. D. 19 .., the day on which said lease was to take effect, so that plaintiff was unable to give to said occupancy thereof, by reason whereof he has been deprived of the profits of said lease, and has been otherwise greatly injured, to his damage in the sum of dollars. Wherefore plaintiff prays the court that defendant be cited to appear and answer this

petition, and for judgment for his damages dollars, and costs of suit, and for such other and further relief, special and general, in law and in equity, that he may be justly entitled to, etc.

.....
Attorney for Plaintiff,

No. 578.

PETITION FOR FRAUDULENT PURCHASE OF PROPERTY.

The State of Texas, County of In Court of
County, Texas, Term, A. D. 19 ..

To the Honorable Court of said County:

Now comes, who resides in County, Texas, plaintiff, complaining of, who resides in the county of, in the State of Texas, defendant; and for cause of action represents to the court that heretofore, to wit, on or about the ... day of, A. D. 19 .., the defendant, in order to induce plaintiff to sell to him certain goods, wares and merchandise hereinafter mentioned, falsely and fraudulently represented to plaintiff that he was in good credit, and was worth a large sum, to wit dollars, over and above all his just debts and liabilities and property exempt from execution; that he owned (here set out the specific property mentioned by defendant, if any); whereas defendant was at said time, as he well knew, without credit and wholly insolvent and worthless, and unable to pay for said goods. Plaintiff says that, induced solely by said representations, and relying thereon, he agreed to sell to defendant, and did sell to him on credit, and delivered to him, the following goods (here describe them), of the value of dollars; that defendant, having so obtained from plaintiff the possession of said goods, unlawfully converted the same to his own use and benefit, to the damage of plaintiff in the sum of dollars. •

Wherefore plaintiff prays the court that defendant be cited to appear and answer this petition, and for judgment for his damages, dollars, interest and costs of suit, and for such other and further relief, special and general, in law and in equity, that he may be justly entitled to, etc.

.....
Attorney for Plaintiff,

No. 579.

PETITION FOR DAMAGES FOR LOSS ON FIRE INSURANCE POLICY.

The State of Texas, County of In Court of
 County, Texas, Term, A. D. 19 ..

To the Honorable Court of said County:

Now comes, who resides in County, Texas, hereinafter called plaintiff, complaining of the Fire Insurance Company of, a private corporation doing business in County, Texas, against loss or damage to property by fire, with
, who resides in said county, as its agent, hereinafter styled defendant; and for cause of action, plaintiff represents to the court, that on the ... day of, A. D. 19 .., he was the owner of a certain dwelling-house situated in the town of, in County, Texas; that on same day defendant issued and delivered to plaintiff its policy of insurance of that date, whereby, in consideration of the payment by plaintiff to defendant of the premium of dollars, defendant insured plaintiff against loss or damage by fire to the amount of dollars upon his said dwelling-house, from noon of the ... day of, A. D. 19 .., to noon of the ... day of, A. D. 19 .., as is more fully shown by said policy herewith filed, marked Exhibit "A," and made a part of this petition.

That on the ... day of, A. D. 19 .., and while said policy was in force said dwelling-house was totally destroyed by fire; that said dwelling-house at the time of the issuance of said policy and at the time of said fire was the property of plaintiff and was of the value of dollars; that plaintiff duly performed all the conditions required of him by the terms of said policy, and in due time after the fire, and more than ... days before the commencement of this action, to wit, on the ... day of, A. D. 19 .., gave to defendant due notice and proof of the fire and loss aforesaid, and demanded payment of the sum insured, whereby defendant became justly indebted and bound and liable to plaintiff in said sum of dollars; but defendant has ever failed and refused, and still fails and refuses to pay the same, to plaintiff's damage dollars.

Wherefore plaintiff prays the court that defendant be cited to appear and answer this petition, and for judgment for the sum of dollars, damages sustained, interest and costs, and for such other and further relief, special and general, in law and in equity, that he may be justly entitled to, etc.

.....
 Attorney for Plaintiff,

No. 580.

PETITION ON LIFE INSURANCE POLICY.

The State of Texas, County of In Court of
County, Texas, Term, A. D. 19 ..

To the Honorable Court of said County:

Now comes, who resides in County, Texas, hereinafter called plaintiff, complaining of the Life Insurance Company of, a private corporation, duly incorporated under and by virtue of the laws of the State of and doing business in County, Texas, with, who resides in said county, as its agent, hereinafter styled defendant; and for cause of action, plaintiff represents to the court, that on the day of, A. D. 19 .., plaintiff was the husband of one; that defendant, on said day, in consideration of the payment by said to defendant of the sum of dollars, and of the further sum of dollars to be paid as aforesaid annually through her natural life, executed and delivered to said its policy of insurance in writing, whereby it insured the life of said in the sum of dollars for the benefit of plaintiff, and thereby promised to pay and became bound and liable to pay said sum of dollars to plaintiff on the death of said, as is more fully shown by said policy herewith filed, marked Exhibit "A" and made a part of this petition.

That said died on the day of, A. D. 19 .., and up to the time of her said death all the premiums accrued and due upon said policy were duly paid, and the said in all respects complied with the conditions and provisions of said policy; that within a reasonable time after the death of said, to wit, on the day of, A. D. 19 .., plaintiff gave to defendant due notice and proof of the death of said as aforesaid, and duly demanded from defendant payment of the said sum of dollars, the amount of said policy; but defendant has failed and refused, and still fails and refuses to pay the same or any part thereof, and is now justly indebted to plaintiff in said sum with interest thereon.

Wherefore plaintiff prays the court that defendant be cited to appear and answer this petition, and on final hearing for the sum of dollars, interest and costs, and for such other and further relief, special in law and in equity, that he may be justly entitled to, etc.

.....
Attorney for Plaintiff,

Penalty failure to pay loss. R. S. 3071 (2953).

No. 581.**COUNT TO RECOVER THE AMOUNT OF A NOTE PLEDGED AS COLLATERAL SECURITY, BY PLEDGOR AGAINST PLEDGEE.**

That on the day of, plaintiff, being then indebted to the defendant in the sum of dollars, indorsed and delivered to him as collateral security for the payment of said debt a certain promissory note made by one, for dollars, bearing date on the day of, A. D. 19 . . ., and payable to plaintiff at months after date, with interest at per cent from and after That at the maturity of said note the sum of money due thereon was collected by defendant, and by the application of moneys so received by him said indebtedness was wholly paid and extinguished. That after payment of said indebtedness there remained in the hands of defendant a balance of dollars belonging to plaintiff, for which defendant then and there was liable, and promised to pay plaintiff on demand; that plaintiff demanded of defendant payment of said sum of money on the day of, A. D. 19 . . ., but to pay the same, or any part thereof, the defendant has wholly failed, and refused and still refuses, to his damage, etc.

No. 582.**COUNT FOR REPAYMENT OF DEPOSIT, ON A CONTRACT FOR THE PURCHASE OF REAL ESTATE, NOT PERFORMED.**

That on the day of, A. D. 19 . . ., defendant and plaintiff entered into a contract in writing, whereby it was mutually agreed that defendant should sell to plaintiff a certain tract of land situated in the county of, containing acres, and known as, for the sum of dollars, to be paid therefor by plaintiff; that defendant should make a good title to said tract of land, and deliver a deed therefor to plaintiff on the day of, A. D. 19 . . .; and that plaintiff should pay to defendant the sum of dollars, and the balance of the purchase money upon the delivery of the deed as aforesaid. That in pursuance of said agreement, plaintiff, on the day of, A. D. 19 . . ., paid to the defendant the said sum of dollars, to be to and for the use of defendant, and to be retained by him on account of the purchase money, if plaintiff should complete his purchase and receive the deed of said premises; but to be to and for the use of the plaintiff, and to be returned to him, if the defendant should fail to fulfill his agreement as aforesaid, and give a deed of the premises at the time and pursuant to the agreement hereinbefore set forth.

That plaintiff has always been ready and willing to do and perform everything in the aforesaid agreement contained on his part, and on the day of, A. D. 19 . . ., was ready and willing, and duly offered to the defendant, to accept and take the deed of said premises pursuant

to said agreement, and to pay him the balance of the purchase money due therefor; and the defendant did not on said day of, A. D. 19. . ., nor has he at any other time whatsoever, given the plaintiff a deed of said premises pursuant to said agreement, but on the contrary, has wholly failed and refused so to do. That on the day of, A. D. 19. . ., plaintiff demanded of defendant the said sum of dollars, but defendant refused and still refuses to pay the same, or any part thereof, to his damage, etc.

No. 583.

PETITION IN TRESPASS TO TRY TITLE.

The State of Texas, County of In District Court of
County, Texas, Term, A. D. 19. .

To the Honorable District Court of said County:

Now comes, who resides in County, Texas, hereinafter called plaintiff, complaining of, who resides in the county of, in the State of Texas, hereinafter styled defendant; and for cause of action, plaintiff represents to the court that on or about the day of, A. D. 19. ., he was lawfully seized and possessed of the following described land and premises, situated in County, Texas, holding and claiming the same in fee simple, to wit (here describe the land and premises by metes and bounds); that on the day and year last aforesaid defendant unlawfully entered upon said premises and ejected plaintiff therefrom, and unlawfully withholds from him the possession thereof, to his damage dollars; that the reasonable annual rental value of said land and premises is dollars.

Wherefore plaintiff prays judgment of the court that defendant be cited to appear and answer this petition, and that plaintiff have judgment for the title and possession of said above described land and premises, and that writ of restitution issue, and for his rents, damages and costs of suit, and for such other and further relief, special and general, in law and in equity, that he may be justly entitled to, etc.

R. S. Art. 5250 (4786).

The plaintiff shall indorse on his petition that "This action is brought as well to try the title as for damages."

R. S. Art. 5251 (4787).

In case plaintiff desires to make application for writ of sequestration in his petition, the above petition should further allege in what particular he fears said property will be injured and his prayer for relief,

pray for writ of sequestration, commanding the officer to take into his possession said property, and keep the same subject to the further order of the court and also to make affidavit to same in substance as follows:

The State of Texas, County of

Before me, the undersigned authority, on this day personally appeared, plaintiff in above cause, who, being by me duly sworn, says that he is the owner of the property described in the above and foregoing petition and entitled to the possession thereof, and that he fears that the defendant,, will make use of such possession to injure said property.

.....

Sworn to and subscribed before me, this ... day of, A. D. 19..

.....

No. 584.

PETITION ON WRITTEN CONTRACT MODIFIED BY PAROL, WITH CLAIM FOR EXTRA WORK.

The State of Texas, County of In Court of County, Texas, Term, A. D. 19..

To the Honorable Court of said County:

....., plaintiff, complaining of, defendant, represents that plaintiff resides in the county of, and defendant in the county of, in said State.

That on the day of, A. D. 19 .., plaintiff and defendant entered into a contract in writing duly executed, and being in words and figures as follows, to wit (here insert a true copy of said contract); which said contract is herewith filed and marked Exhibit "A."

That thereafter, and before the day of, A. D. 19 ... the date mentioned in said contract upon which the work was to be completed, plaintiff duly performed all the conditions of said contract upon his part to be performed, except as follows, to wit, that he did, at the request of the defendant, cover the roof of the building in said contract mentioned with instead of with for which services rendered in modification of said contract defendant promised to pay plaintiff a reasonable sum in addition to the price named in said contract; and further, that at defendant's request plaintiff omitted to (here state fully the omissions), upon agreeing with defendant that a reasonable deduction be made from the price named in said contract by reason of such omission. And plaintiff further says that at defendant's instance, and request, he did build an addition to said building for the purpose of a stable, said building being of the following dimensions (here insert same): and that defendant agreed to pay there-

for the sum of dollars in addition to the price named in said contract; and also by reason of said additions and alterations and other considerations moving defendant thereto, defendant agreed to extend the time for the completion of said building for weeks from and after the date of said contract mentioned, to wit, until the day of, A. D. 19 . . ., on which last mentioned date plaintiff had fully completed all the work to be done by him under said contract and its modifications.

Plaintiff says that dollars is a reasonable sum to be paid him in addition to the price named in the contract for covering the roof of said building with instead of with, and that the sum of dollars is a reasonable deduction to be made on the price named in said contract for the omission to put (here state the omissions) on the building.

Plaintiff further says that during the progress of said work defendant paid to him the sum of dollars, leaving due as part of the contract price in said petition mentioned the sum of dollars, from which should be deducted the sum above mentioned for omission to put (here state the omission as above mentioned) of the building as aforesaid; that for said remaining sum, to wit, dollars, defendant is justly indebted to him, and in addition thereto for dollars for the roof as aforesaid, and dollars agreed to be paid to plaintiff for the erection of the stable aforesaid.

And for a further cause of action plaintiff says that while said work was in progress, to wit, between the day of and the day of, A. D. 19 . . ., plaintiff rendered to defendant services and furnished for him materials outside of the contract aforesaid, in and about said building, as follows, to wit (here state the work done outside and independent of the contract), the items of which, together with the dates on which the materials were furnished and the services rendered, and the prices charged therefor, appear by the itemized account hereto annexed and marked Exhibit "B." That the prices charged for the said services rendered and materials furnished are reasonable and proper, and that the total thereof, being dollars, is justly due to plaintiff from defendant; but though often requested defendant has hitherto failed and refused and still now refuses to pay the same or any part thereof, to plaintiff's damage in the sum of dollars.

Wherefore plaintiff prays the court that defendant be cited to appear and answer this petition and for judgment for the amount of his debt, dollars, interest, damages and costs, and for such other and further relief, special and general, in law and in equity, that he may be justly entitled to, etc.

.....
 Attorney for Plaintiff,

No. 585.

PETITION BY ARCHITECT.

The State of Texas, County of In Court of
 County, Texas, Term, A. D. 19..

To the Honorable Court of said County:

Now comes, who resides in County, Texas, hereinafter called plaintiff, complaining of, who resides in the county of, in the State of Texas, hereinafter styled defendant; and for cause of action plaintiff represents to the court that heretofore, to wit, on or about the ... day of, A. D. 19 .., defendant employed plaintiff to render services to him as architect in forming and drawing plans and specifications, and making estimates for, and superintending the erection of, a dwelling-house located at, in County, Texas, for which defendant promised to pay plaintiff the sum of dollars; that plaintiff has duly performed and rendered the services aforesaid, whereby said sum of dollars has become due him from defendant; but defendant, though often requested, has failed to pay him said sum, or any part thereof. (When the compensation for services rendered are not agreed upon, then instead of above count, state substantially as follows: "That between the ... day of, A. D. 19.., and the ... day of, A. D. 19.., plaintiff rendered service to defendant at his special instance and request as architect, in forming and drawing plans and specifications, and making estimates for, and superintending the erection of (this clause should be omitted when not included in the contract), a dwelling-house located at, in County, Texas. That in consideration of the premises defendant promised plaintiff to pay him on demand such sum of money as said services were reasonably worth; that said services are reasonably worth the sum of dollars, and afterward, to wit, on the ... day of, A. D. 19.., plaintiff demanded payment of said sum, but to pay the same, or any part thereof, defendant refused, and still refuses, to plaintiff's damage dollars.")

Wherefore plaintiff prays the court that defendant be cited to appear and answer this petition and for judgment for his debt, dollars, interest, damages and costs of suit, and for such other and further relief, special and general, in law and in equity, that he may be justly entitled to, etc.

.....
 Attorney for Plaintiff,

No. 586.

PETITION OF SURETY AGAINST PRINCIPAL.

The State of Texas, County of In Court of
County, Texas, Term, A. D. 19..

To the Honorable Court of said County:

Now comes, who resides in County, Texas, hereinafter called plaintiff, complaining of, who resides in the county of, in the State of Texas, hereinafter styled defendant; and for cause of action plaintiff represents to the court that heretofore, to wit, on the ... day of, A. D. 19.., defendant, as principal, and plaintiff, as surety, executed and delivered a certain bond or obligation in writing, whereby they and each of them promised to pay to the sum of dollars upon condition as follows, to wit (here state the condition of the bond).

That defendant failed to perform the said condition in said bond or obligation in writing contained, and thereupon both plaintiff and defendant became liable to pay said sum of dollars, and plaintiff, as the surety of defendant, was compelled to pay, and did pay, said sum on the ... day of, A. D. 19 .., of all of which defendant had on said day due notice.

That no part of the sum so paid by plaintiff has been repaid to him, and by reason of the premises defendant has become justly indebted and bound and liable to plaintiff in the sum of dollars; but though often requested he has hitherto failed and refused and still now refuses to pay the same or any part thereof, to plaintiff's damage dollars.

Wherefore plaintiff prays the court that defendant be cited to appear and answer this petition and for judgment for his debt, dollars, interest and costs of suit, and for such other and further relief, special and general, in law and in equity, that he may be justly entitled to, etc.

.....
Attorney for Plaintiff,

See Principal and Surety, R. S. Arts. 3811-3819 (3660-3668).

No. 587.

PETITION ON AGREEMENT FOR PRICE OF GOODS SOLD TO ANOTHER.

The State of Texas, County of In Court of
County, Texas, Term, A. D. 19 ..

To the Honorable Court of said County:

Now comes, who resides in County, Texas, hereinafter called plaintiff, complaining of, who resides in the county of, in the State of Texas, hereinafter styled de-

defendant; and for cause of action plaintiff represents to the court that heretofore, to wit, on the day of, A. D. 19.., plaintiff, at the instance and request of defendant, sold and delivered to one on a credit of months, certain goods, wares and merchandise of the value of dollars, the items of which and the prices therefor, as well as the dates at which the same were sold, appear from the itemized account hereto annexed and marked Exhibit "A," and made a part hereof; that defendant, in consideration that plaintiff should sell to said the goods aforesaid, promised in writing, dated the day of, A. D. 19.., and signed by defendant, to be answerable to the plaintiff for the payment by said of the prices of the goods so sold (or goods sold to the amount not exceeding a total credit at any one time of dollars, or whatever the guaranty may be), which said writing is herewith filed and marked Exhibit "B" (or which said promise was written on the account aforesaid, which is filed as above).

That said goods, wares and merchandise were sold and delivered to the said on the faith of said guaranty of defendant, and plaintiff duly notified defendant thereof; that at the expiration of said period of credit, to wit, on the day of, A. D. 19.., payment of said sum was duly demanded from said, but he totally failed to pay the same or any part thereof, of all which the defendant had due notice, whereby defendant promised and became bound and liable to pay the same; but though often requested he has hitherto failed and refused and still now refuses to pay the same or any part thereof, to plaintiff's damage dollars.

Wherefore plaintiff prays the court that defendant be cited to appear and answer this petition and for judgment for his debt, dollars, interest and costs of suit, and for such other and further relief, special and general, in law and in equity, that he may be justly entitled to, etc.

.....
 Attorney for Plaintiff,

No. 588.

PETITION FOR FORECLOSURE OF LIEN ON LAND.

The State of Texas, County of In District Court of
 County, Texas, Term, A. D. 19..

To the Honorable Judge of said Court:

Now comes, who resides in County, Texas, hereinafter called plaintiff, complaining of, who resides in the county of, in the State of Texas, hereinafter styled defendant; and for cause of action plaintiff represents to the court that

heretofore, to wit, on or about the day of, A. D. 19. ., defendant made, executed and delivered to plaintiff his two several promissory notes for the sum of dollars each, bearing date on the day and year aforesaid, due on the day of A. D. 19. ., and 19. ., each, respectively, payable to the order of plaintiff, bearing interest at the rate of . . . per cent per annum from date until paid and stipulating for ten per cent on the amount of principal and interest then due as attorney's fees in case suit is brought on same or if placed in the hands of an attorney for collection, whereby defendant became bound and liable to pay and promised to pay plaintiff the sum of money in said notes specified, together with all interest and attorney's fees due thereon according to the tenor and effect thereof.

That said notes were given for a part of the purchase money of the following described real estate and premises, situated in the county of, in the State of Texas, to wit (here describe the property): that said property was heretofore, to wit, on the day of, A. D. 19. ., conveyed by plaintiff to defendant, by his deed of writing of that date, in consideration, among other things, of the two notes herein described, and that in said deed of conveyance a lien was reserved thereon to secure the payment of said notes: that each of said notes are due and unpaid, and defendant, though often requested, has failed and refused to pay said notes, each or either of them, or any part thereof, but the same remains still due and unpaid. That said notes have been placed in the hands of, an attorney, for collection and plaintiff has contracted to pay him the ten per cent attorney's fees stipulated therein.

Wherefore plaintiff prays the court that defendant be cited to appear and answer this petition, that he have judgment for his debt, interest, attorney's fees and costs of suit, and for the foreclosure of his lien on the above described land and premises, and the same be decreed to be sold according to law; that the sheriff, or other officer, executing said order of sale, shall place the purchaser of said property sold under said order of sale in possession thereof, within thirty days after the day of sale, and for such other and further relief, special and general, in law and in equity, that he may be justly entitled to, etc.

.....
 Attorney for Plaintiff,

R. S. Arts 1340-1341 (1340-1340a).

16 S. W. R. 328.

100 S. W. R. 210.

No. 589.

PETITION ON FOREIGN JUDGMENT.

The State of Texas, County of In Court of
 County, Texas, Term, A. D. 19..

To the Honorable Court of said County:

Now comes, who resides in County,, hereinafter called plaintiff, complaining of, who resides in the county of, in the State of Texas, hereinafter styled defendant; and for cause of action plaintiff represents to the court that on the day of, A. D. 19.., he instituted suit against defendant for (here state the nature of the suit), in the Court in and for the county of, in the State of, the same being a court of general jurisdiction, and having jurisdiction of the person of defendant and of the subject of said suit; that defendant was duly served with process in said action, and appeared thereto by his duly authorized attorney (or here state such facts as to the appearance and service that may be applicable to the case); that such proceedings were had in said cause that afterward, to wit, on the ... day of, A. D. 19.., a judgment was rendered by said court in favor of this plaintiff and against the defendant herein for (here state the amount or effect of said judgment); that no part of said judgment has been paid (if any part of said judgment has been paid, then add, except, etc.). A transcript of said judgment and proceedings, duly authenticated as is required by law in such cases, is herewith filed, marked Exhibit "A," and made a part hereof; that said judgment still remains in full force and effect, not reversed or otherwise vacated, and by reason of the premises defendant is now justly indebted to plaintiff in the sum of dollars, with interest thereon from said date at the rate of ... per cent per annum, but to pay the same, or any part thereof, has refused, and still refuses, to plaintiff's damage dollars.

Wherefore plaintiff prays the court that defendant be cited to appear and answer this petition, and for judgment for the amount of his debt, dollars, interest and costs, and for such other and further relief, special and general, in law and in equity, that he may be justly entitled to, etc.

.....
 Attorney for Plaintiff,

R. S. Art. 3359 (3208).

Action against immigrant to this State.

R. S. Arts. 3374-3375 (3223-3224).

No. 590.

PETITION ON JUDGMENT OF THIS STATE.

The State of Texas, County of In Court of
County, Texas, Term, A. D. 19..

To the Honorable Court of said County:

Now comes, who resides in County, Texas, hereinafter called plaintiff, complaining of, who resides in the county of, in the State of Texas, hereinafter styled defendant; and for cause of action plaintiff represents to the court that on the day of, A. D. 19.., at the term, A. D. 19.., of the Court in and for the county of, in a certain cause therein pending numbered on the docket thereof, wherein the said was plaintiff and the said was defendant, by the consideration of said court duly given, the said recovered against the said the sum of dollars, with interest thereon from the said day of, A. D. 19.., at the rate of per cent per annum, besides his costs of suit, which amount to the sum of dollars, as by the record and proceedings of said cause remaining in the clerk's office of said county of more fully appears; that no execution has been issued on said judgment within twelve months after the rendition thereof; that said judgment has not been paid in whole or in part, and still remains in full force and effect, not reversed or otherwise vacated, and by reason of the premises defendant is now justly indebted to plaintiff in the sum of dollars, with interest thereon from said date at the rate of per cent per annum, but to pay the same, or any part thereof, has refused, and still refuses, to plaintiff's damage dollars.

(If the judgment sued on was rendered in justice court, the petition should state the amount and the facts showing jurisdiction of the justice.)

Wherefore plaintiff prays the court that defendant be cited to appear and answer this petition, and for judgment for the amount of his debt, dollars, interest and costs, and for such other and further relief, special and general, in law and in equity, that he may be justly entitled to, etc.

.....
Attorney for Plaintiff,

No. 591.

PETITION BY SURETY AGAINST PRINCIPAL ON BOND.

The State of Texas, County of In Court of
County, Texas, Term, A. D. 19..

To the Honorable Court of said County:

Now comes, who resides in County, Texas, hereinafter called plaintiff, complaining of, who resides in the county of, in the State of Texas, hereinafter styled defendant; and for cause of action plaintiff represents to the court that heretofore, to wit, on the ... day of, A. D. 19.., at the instance and request of defendant, and for his proper debt and benefit, plaintiff, together with defendant and one, by their bond of that date, duly executed, bound and obligated themselves jointly and severally to one, his heirs, executors, administrators or assigns, in the full and just sum of dollars, due and payable on or before the ... day of, A. D. 19..; and the defendant, for and in consideration thereof, then and there promised plaintiff to pay the said the sum of dollars with interest, on or before the ... day of, A. D. 19.., and thereby save him, the said plaintiff, harmless and indemnified against the bond aforesaid; that although the said ... day of last above mentioned has long since past, and said debt has long since matured, yet the defendant has never paid the said the said sum of dollars, nor any part thereof; that afterward, to wit, on the ... day of, A. D. 19.., the said bond being then unsatisfied, the plaintiff, to prevent being sued, was compelled to pay, and did pay, and satisfy said bond, and to expend divers sums of money in and about the premises, amounting in the aggregate to the sum of dollars.

Plaintiff further alleges that by reason of the premises the defendant became liable, and promised to pay plaintiff the said sum of dollars, with interest thereon from the day last mentioned, but to pay the same, or any part thereof, though often requested, defendant has refused, and still refuses, to plaintiff's damage dollars.

Wherefore plaintiff prays the court that defendant be cited to appear and answer this petition, and for judgment for the sum of dollars, interest and costs, and for such other and further relief, special and general, in law and in equity, that he may be justly entitled to, etc.

.....
Attorney for Plaintiff,

No. 592.

PETITION ON AN AGREEMENT TO INSURE AGAINST LOSS BY FIRE.

The State of Texas, County of In Court of
 County, Texas, Term, A. D. 19..

To the Honorable Court of said County :

Now comes, who resides in County, Texas, hereinafter called plaintiff, complaining of the Fire Insurance Company of, a private corporation doing business in County, Texas, against loss or damage to property by fire, with
, who resides in said county, as its agent, hereinafter styled defendant; and for cause of action plaintiff respectfully represents to the court that on the ... day of, A. D. 19.., he applied to the duly authorized agent of defendant for insurance against loss or damage by fire upon a certain stock of goods, wares and merchandise, then, and until the happening of the loss hereinafter mentioned, the property of the plaintiff, the same being contained in the one-story brick store, in which plaintiff was doing a mercantile business, situated on street, in the city of in County, Texas; that defendant by its said agent on said date agreed to insure said stock for one year from the said date, in the amount of dollars, at a premium of dollars; that thereupon said agent charged plaintiff with the amount of said premium, and the same became a debt due and payable by plaintiff to said agent; and it was then agreed between said agent and plaintiff that said stock of goods, wares and merchandise was insured for said amount from and after said date.

(If the premium was paid cash at the time, then state, after the words, "at a premium of dollars," cash in hand paid by plaintiff to said agent.)

That it was then and there further agreed that within a reasonable time thereafter a policy should be executed by said company and delivered to plaintiff for said sum and term, and at said premium, and that said policy should be in the usual form of policies issued by said company; that by the form of policies usually issued by said company it was and is agreed, among other things, that (here give the conditions of the policy usually issued by the defendant company).

Plaintiff further alleges that after said last mentioned date, and after the said promise that a policy in conformity with the insurance then made between himself and the agent of defendant should be executed and delivered to plaintiff, and within the term of one year for which defendant agreed to insure plaintiff, to wit, on the ... day of A. D. 19.., the said stock of goods, wares and merchandise in the said building mentioned, and intended to be insured by defendant, was damaged and totally destroyed by fire, and the plaintiff thereby sustained loss and damage to a large amount, to wit, the sum of

dollars, and to more than the sum of dollars over and above all other insurance thereon.

And plaintiff further alleges that he duly performed all the conditions required of him by the terms of the policy to be issued in the usual form of policies issued by defendant, and in due time after the fire, and more than days before the commencement of this action, to wit, on the day of, A. D. 19.., gave defendant due notice and proof of the fire and loss aforesaid and demanded payment of the sum agreed to be insured and insured as aforesaid, whereby defendant became justly indebted and bound and liable to plaintiff in said sum of dollars; but defendant has ever failed and refused, and still fails and refuses to pay the same, to plaintiff's damage dollars.

Wherefore plaintiff prays the court, that defendant be cited to appear and answer this petition, and for judgment for the sum of dollars, damages sustained, interest and costs, and for such other and further relief, special and general, in law and in equity, that he may be justly entitled to, etc.

.....
 Attorney for Plaintiff,

No. 593.

PETITION AGAINST VENDOR FOR BREACH OF CONTRACT TO CONVEY LAND.

The State of Texas, County of In Court of
 County, Texas, Term, A. D. 19..

To the Honorable Court of said County:

Now comes, who resides in County, Texas, hereinafter called plaintiff, complaining of, who resides in the county of, in the State of Texas, hereinafter styled defendant; and for cause of action, plaintiff represents to the court that on the day of, A. D. 19.., plaintiff and defendant entered into an agreement in writing, by them subscribed, in words and figures, substantially as follows, to wit (here copy said agreement); whereby defendant agreed to sell plaintiff, at the price and sum of dollars per acre, the following described property, situated in said county of, to wit, (here describe the property); that defendant would, on the day of, A. D. 19.., at, on receiving from plaintiff said sum of dollars per acre, at his own expense, execute a good and sufficient warranty deed, conveying said above described property to plaintiff free of all incumbrances; and plaintiff on his part agreed that he would, at the time and place above mentioned, on the execution and delivery of said conveyance to him,

pay to defendant said sum of dollars per acre, as aforesaid, in manner and form as hereinafter stated.

And plaintiff further alleges that at the time of making said agreement he paid to defendant dollars in part payment of said premises, which said payment was acknowledged in said agreement; and defendant further agreed, as part payment of the purchase money of said property, to receive from plaintiff his promissory note for dollars, payable years after date, bearing interest at the rate of per cent per annum from date until paid, interest due and payable annually, and providing, if not paid when due and placed in the hands of an attorney for collection, to pay an additional sum of ten per cent on both principal and interest then due as attorney's fees; said note to be secured by a deed of trust or mortgage upon the said property agreed to be conveyed. And it was further agreed that either party failing to perform said agreement should pay to the other dollars as liquidated damages.

Plaintiff alleges that on the . . . day of, A. D. 19.., at, plaintiff was ready and willing to fulfill the agreement on his part in all respects, and then and there offered to defendant to accept a conveyance of said property, and tendered to the defendant the residue of that part of the purchase money which he was to pay in cash, and a deed of trust and note to secure the balance, as recited above. But defendant refused to convey said land and premises, and has never conveyed the same to plaintiff, whereby defendant became indebted to plaintiff in the said sum of dollars, as liquidated damages, and also to repay to plaintiff the said sum of dollars, paid to defendant as aforesaid, with interest thereon from the date of said payment.

Wherefore plaintiff prays the court that defendant be cited to appear and answer this petition, and for judgment for the sum of dollars, damages, interest and costs, and for such other and further relief, special and general, in law and in equity, that he may be justly entitled to, etc.

.....
Attorney for Plaintiff,

No. 594.

PETITION FOR DAMAGES FOR DELAY IN DELIVERING TELEGRAM.

'The State of Texas, County of In Court of
County, Texas, Term, A. D. 19..

'To the Honorable Court of said County:

Now comes, who resides in County, Texas, hereinafter called plaintiff, complaining of the Telegraph Company, hereinafter styled defendant. That defendant is a private

corporation duly incorporated, and doing business in County, Texas, with, its agent, who resides in said county; and for cause of action plaintiff represents to the court that on the day of, A. D. 19.., defendant owned and operated a telegraph line from the city of, in County, Texas, to the city of, in County, Texas, and for hire transmitted telegrams for the public generally between said points.

That on said day and year above mentioned plaintiff, then residing in the city of aforesaid, was informed that one, who was plaintiff's mother, and resided in said city of, was then sick, and plaintiff thereupon instructed one, who was his brother, who also resided in said city of, to inform plaintiff by telegraph of the condition of the said, That afterward, to wit, on the day of, A. D. 19.., the said, as plaintiff's agent, delivered to the agent of the defendant, at its office in the city of aforesaid, for transmission and delivery to plaintiff in said city of, a telegram, in substance as follows:

“....., Texas,, A. D. 19..

“To, Texas:

“Your mother is very low; come on first train.

“.....”

That the said, at the time of the delivery of said telegram as aforesaid, paid said agent of defendant the sum of cents, the customary and proper charge for transmitting the same, and then and there informed said agent of the facts and circumstances requiring the speedy transmission and delivery thereof. That plaintiff, being in a state of anxiety, and momentarily expecting a telegram from his said agent, called at the office of defendant, in, at ... o'clock p. m. on the day of, A. D. 19.., and in reply to his inquiry as to the receipt of any message for him, the said plaintiff was informed by defendant's agent that no message had been received; that afterward, about ... o'clock a. m., of the day of, A. D. 19.., plaintiff again called at defendant's office aforesaid, and in reply to his inquiry was told by the agent of defendant that none had been received; that afterward, on the morning of the day of, A. D. 19.., said telegram was delivered to plaintiff, and plaintiff immediately on its receipt started for the city of by the usual and most expeditious routes of travel, but his said mother had died and was buried before plaintiff arrived at said city of

Plaintiff further alleges that the telegram above mentioned was in fact correctly transmitted and received in defendant's office in the city of, by its agent, at o'clock p. m. on the day of, A. D. 19..; that if said telegram had been delivered to plaintiff when called for on the day of, A. D. 19.., as heretofore alleged, he could and would have reached said city of in time to have seen

his mother alive; and that if he had received said telegram when he called for it on the morning of the . . . day of, A. D. 19.., as heretofore alleged, he could and would have reached said city of in time to have attended the funeral of his mother.

That by the use of reasonable and proper diligence, defendant could have delivered said telegram on said . . . day of, A. D. 19.., to plaintiff, in said city of, who was then and there ready to receive the same. That by reason of the negligence of the defendant, and its servants and agents, to deliver said telegram within a reasonable time as aforesaid, plaintiff was prevented from seeing his mother alive and from being present at her funeral services, and in seeing that her remains were properly cared for, and by reason and in consequence thereof, he has suffered great disappointment, grief and mental pain and anguish, to his damage in the sum of dollars. And that by reason of the gross negligence and carelessness of defendant, its officers, agents and servants as aforesaid, plaintiff ought to recover the further sum of dollars as exemplary damages.

Wherefore plaintiff prays the court that defendant be cited to appear and answer this petition, and for judgment against defendant for the sum of dollars, actual damages sustained, and the sum of dollars, exemplary damages, for costs of suit, and for such other and further relief, special and general, in law and in equity, that he may be justly entitled to, etc.

.....
Attorney for Plaintiff,

No. 595.

PETITION FOR CONVERSION OF PERSONAL PROPERTY.

The State of Texas, County of In Court of
County, Texas, Term, A. D. 19..

To the Honorable Court of said County:

Now comes and, who reside in County, Texas, hereinafter called plaintiffs, complaining of, who resides in the county of, in the State of Texas, hereinafter styled defendant; and for cause of action plaintiffs represent to the court, that on the . . . day of, A. D. 19.., plaintiffs were and still are partners in business, under the firm name and style of, and on said date they owned and possessed the following described property. to wit: One bale of lint cotton, weighing 500 pounds, of the value of \$40, marked, and 100 bushels of corn of the value of \$50 (each article with its value should be given).

That afterward, to wit, on the same day, defendant unlawfully took possession of said property and converted the same to his own use and benefit.

(If the possession of said property is such that demand of possession is necessary, then instead of alleging an unlawful taking of the property state how defendant came in possession of same, and the date of demand and refusal thereof.)

That by reason of the wrongful and unlawful taking and conversion of said property by defendant as aforesaid, plaintiff has sustained damage in the sum of dollars.

Wherefore plaintiffs pray the court that defendant be cited to appear and answer this petition, and for judgment for the sum of dollars damages, interest and costs, and for such other and further relief, special and general, in law and in equity, that they may be justly entitled to, etc.

.....
 Attorney for Plaintiff,

No. 596.

PETITION FOR DAMAGES FOR WRONGFUL ATTACHMENT.

The State of Texas, County of In Court of
 County, Texas, Term, A. D. 19..

To the Honorable Court of said County:

Now comes, who resides in County, Texas, hereinafter called plaintiff, complaining of, who resides in the county of, in the State of Texas, hereinafter styled defendant; and for cause of action, plaintiff represents to the court that heretofore, to wit, on the ... day of, A. D. 19.., defendant brought suit against this plaintiff in the Court of County, for the recovery of a debt due and owing from plaintiff to defendant, and prosecuted the same to a final judgment against the plaintiff. That at the commencement of said suit the defendant knowingly, maliciously, and without probable cause, and with the intent to destroy the credit and standing of this plaintiff as a merchant and his reputation as a man, and to oppress and harass him, made an affidavit charging him with having disposed of his property with intent to defraud his creditors and caused a writ of attachment to be issued in said suit, and to be levied on lands the property of this plaintiff. That at the date of the commencement of said suit this plaintiff was a solvent merchant and of good reputation and credit.

That plaintiff's reputation and credit was of great pecuniary value to him, to wit, of the value of dollars, in enabling him to carry on

his business as a merchant. That the filing of said affidavit, and the issuance and levy of said attachment injured the credit and standing of plaintiff as a merchant, and destroyed his business as aforesaid, and alarmed his other creditors, who, by reason of said wrongful acts of defendant, instituted suits against this plaintiff, and caused writs of attachment to be issued therein, and levied on the property of plaintiff.

That plaintiff, before the levy of said attachment on said real estate, had contracted to sell the same for its reasonable value, to wit, the sum of dollars, and by the levy of said writ of attachment was prevented from completing said sale, and said land has greatly depreciated in value, and cannot be sold for a sum exceeding dollars.

That by reason of the depreciation in the value of his real estate as aforesaid, plaintiff has been damaged in the sum of dollars, and by reason of the impairment of his credit and his business, and the injury to his feelings, he has been damaged in the sum of dollars.

Wherefore plaintiff prays the court that defendant be cited to appear and answer this petition, and that he have judgment for his damages, dollars, and for the further sum of dollars exemplary damages on account of the malice of defendant, for costs of suit, and for such other and further relief, special and general, in law and in equity, that he may be justly entitled to, etc.

.....
Attorney for Plaintiff,

No. 597.

PETITION TO SET ASIDE DEED OBTAINED BY FRAUD.

The State of Texas, County of In District Court of
County, Texas, Term, A. D. 19..

To the Honorable District Court of said County:

Now comes, who resides in County, Texas, hereinafter called plaintiff, complaining of, who resides in the county of, in the State of Texas, hereinafter styled defendant; and for cause of action plaintiff represents to the court that heretofore, and until the day of, A. D. 19.., she was the owner in fee simple of a certain tract of land, situated in the county of, in said State, of the value of not less than dollars, described as follows, to wit (here describe the land).

Plaintiff alleges that she is, and was at the date aforesaid, an unmarried woman, and resided in County, Texas; that she has never seen the land above described, and that the place of her residence is at a great distance from said land; that she had no known relatives or friends living in or near said land, and on said day of

A. D. 19.., she was totally ignorant of the value of said land, and knew no one of whom she could make inquiries as to its value.

That on or about the day of, A. D. 19.., defendant visited plaintiff at her residence, in the county of, aforesaid, and, with the wrongful and fraudulent design of obtaining her interest in said land, at a sum below its real value, represented to her that the same was thin and rocky land, unproductive, and not fit for agricultural purposes; that it was not near any railroad or any town of considerable size or importance; that said land was not worth more than dollars per acre, and that the defendant could afford and would pay plaintiff more for the land than anyone else would, and he therefore offered plaintiff dollars per acre for said land. Plaintiff further alleges that, relying solely upon the said representations of defendant, and having no knowledge of the value of said land, except what defendant had stated, as aforesaid, and having no means of obtaining any information as to the value thereof, she agreed to sell said land to defendant for said price and sum of dollars an acre. That at said time defendant well knew that plaintiff was ignorant of the value of said land; that she had never seen said land, and that she had no means of ascertaining its value; and that plaintiff, in agreeing to sell said land at said price, relied solely upon the representations made to her by him.

Plaintiff further alleges that, in pursuance of said agreement, she executed and delivered to defendant a deed, conveying to him her interest and title in said land, which deed is now of record in the record of deeds of County, Texas, and received therefor the sum of dollars, being at the rate of dollars an acre. Plaintiff now says that all said representations made by defendant were false, and were known by defendant so to be at the time they were made, and when he accepted the land from plaintiff; that said land was at the time worth not less than dollars an acre; and was rich, productive and fine agricultural land (here state such other facts showing the falsity of the representations); and that defendant well knew all the facts last mentioned when he obtained the agreement and deed from plaintiff. That afterward, on the day of, A. D. 19.., plaintiff discovered that said representations so made by defendant were untrue, and on the same day tendered to defendant said sum of and interest thereon, and here now tenders said sum in court, to wit, the sum of dollars, and demanded that he should reconvey said premises to her, which he refused and still now refuses to do, to plaintiff's damage dollars.

Wherefore plaintiff prays the court that defendant be cited to appear and answer this petition, and that she have judgment that her said deed be canceled, set aside and annulled, and that defendant be ordered to deliver possession of said premises to plaintiff, for writ of possession, costs of suit, and for such other and further relief, special and general, in law and in equity, as to the court shall seem meet and just, etc.

.....
 Attorney for Plaintiff,

No. 598.

PETITION TO SET ASIDE CONVEYANCE FRAUDULENT AS TO CREDITORS.

The State of Texas, County of In District Court of
County, Texas, Term, A. D. 19..

To the Honorable District Court of said County:

Now comes, who resides in County, Texas, hereinafter called plaintiff, complaining of and, who reside in the county of, in the State of Texas, hereinafter styled defendants; and for cause of action, plaintiff represents to the court that on the day of, A. D. 19.., he recovered judgment in the Court of County, Texas, against the defendant, for the sum of dollars, as appears by the certified transcript of the proceedings in said cause herewith filed, and marked Exhibit "A." That on the ... day of, A. D. 19.., an abstract of said judgment, made and authenticated in the manner prescribed by law, was filed and recorded in the judgment record of County, Texas, and entered upon the index of said record, and the day and hour of such record being duly noted therein by the clerk of said court. That execution issued thereon against the property of said, directed to the sheriff of said county of, which said execution has been returned by the said sheriff wholly unsatisfied; and said judgment is wholly unpaid and unsatisfied, and the whole thereof, with interest, is still due plaintiff from the said (If any part of said judgment has been satisfied by execution, so state, and set out the balance still due.)

Plaintiff further alleges that said defendant, with a view and with the intent to hinder, delay and defraud his creditors, and among others this plaintiff did, on the day of, A. D. 19.., execute a certain deed of conveyance of that date, whereby he conveyed to defendant the following described tract of land, situated in County, Texas, to wit (here describe the land); that the pretended consideration for said conveyance, and the amount stated in said conveyance as the consideration therefor, is dollars; that said defendant, immediately upon the execution and delivery of said deed, caused the same to be recorded, and took possession of said land, and has ever since remained and is now in possession thereof.

Plaintiff alleges that in truth no consideration passed from the said to the said, but that said conveyance was a voluntary one and without consideration, and made, as above stated, for the purpose of hindering, delaying and defrauding the creditors of said, and especially this plaintiff, of which purpose said defendant was fully cognizant at the time such conveyance was made. That said defendant has no other property out

of which the judgment and execution aforesaid can be satisfied in whole or in part, and that unless the property so fraudulently assigned to defendant, can be reached and applied to the payment of the said judgment, the same must remain wholly unpaid.

Plaintiff further alleges that at the time of said pretended conveyance said abstract of judgment was on record in the judgment records of said county, and defendant had due notice of same, and plaintiff, by reason thereof, had acquired and has a preference lien on said land.

Wherefore plaintiff prays the court that defendants be cited to appear and answer this petition, that said conveyance be adjudged fraudulent and void as against plaintiff, that the same be set aside and held for naught, that his said judgment lien on said land be foreclosed, and that the same be ordered sold for the satisfaction of plaintiff's said judgment, for costs of suit, and for such other and further relief, special and general, in law and in equity, as to the court shall seem meet and just, etc.

.....
 Attorney for Plaintiff,

No. 599.

PETITION FOR BREACH OF WARRANTY IN SALE OF LAND.

The State of Texas, County of In Court of
 County, Texas, Term, A. D. 19..

To the Honorable Court of said County:

Now comes, who resides in County, Texas, hereinafter called plaintiff, complaining of, who resides in the county of, in the State of Texas, hereinafter styled defendant; and for cause of action plaintiff represents to the court that on the day of, A. D. 19.., defendant, by his deed duly executed and delivered, in consideration of the sum of dollars therein mentioned, granted, bargained, sold and conveyed to plaintiff in fee simple (or otherwise, as the case may be), a certain tract of land, situated in County, Texas, described as follows (here describe the land).

That by the said deed said defendant did covenant with plaintiff, his heirs and assigns, that he was seized of an indefeasible estate in fee simple in the land and premises by said deed conveyed, and to warrant and defend the title and possession thereof; that plaintiff afterward entered upon the premises, in said deed described, and became seized thereof.

Plaintiff further alleges that defendant has not warranted and defended the premises to plaintiff, and did not keep his covenants and

agreements in his said deed contained, and that said defendant, at the date of execution and delivery of his said deed to plaintiff as aforesaid, was not seized of an indefeasible estate in fee simple in said premises in said deed described, but, on the contrary, on the day of, A. D. 19.., one, lawfully claiming the said premises by an elder and better title, afterward in an action brought by him in the District Court of County, in which said was plaintiff, and this plaintiff was defendant, did, on the day of, A. D. 19.., recover judgment against this plaintiff for the title and possession of said premises, of which said action defendant, on the day of, A. D. 19.., had due notice, and was then and there required by plaintiff to defend the same; that afterward, and on the day of, A. D. 19.., by virtue of a writ of possession, duly issued on said judgment, said did lawfully enter the said premises, and ousted the plaintiff thereof, and still lawfully holds him out of the same, to plaintiff's damage in the sum of dollars. (If defendant refused to defend the title after due notice, and party was forced to defend same at his own expense, he should so state by proper allegations.)

And plaintiff further alleges that the consideration paid by plaintiff to defendant for said premises was the sum of dollars; that this plaintiff was compelled to expend, and did expend, in defense of his said title, after notice to said defendant of the pendency of said suit, the sum of dollars, and that he has sustained damages in the sum of dollars by reason of the defendant's breach of the covenants in his said deed contained.

Wherefore plaintiff prays the court that defendant be cited, etc.

.....
Attorney for Plaintiff,

No. 600.

PETITION TO CORRECT DESCRIPTION OF LAND CONVEYED BY DEED.

The State of Texas, County of In District Court of
County, Texas, Term, A. D. 19..

To the Honorable District Court of said County:

Now comes, who resides in County, Texas, hereinafter called plaintiff, complaining of, who resides in the county of, in the State of Texas, hereinafter styled defendant; and for cause of action plaintiff represents to the court that on the day of, A. D. 19.., defendant executed and delivered to plaintiff a deed conveying to him a certain tract of land, situated in the county of, in the State of Texas, described as follows, to wit (here describe the land); that said deed was for a valuable considera-

tion, to wit, dollars, which said consideration plaintiff then and there paid to defendant.

That the description contained in said deed of the land intended to be conveyed thereby was erroneous, and does not, in fact, describe the premises purchased by plaintiff and intended to be conveyed by defendant; that whereas said description describes the tract of land as (here insert that part of the description in deed which is incorrect), when the same should have been described as follows (here insert the correct description); and that in order to make said deed pass to plaintiff the premises designed and intended to be purchased and conveyed, said description should be amended by substituting the clause last above for that inserted by mistake, so that the whole description should read as follows, to wit (here insert correct description of the land as it should have been described in deed).

That said deed of conveyance was so, as aforesaid, incorrectly written by the mistake of the writer who drew the same; that it did not express the mutual intent of the parties, but was executed and delivered by defendant, and was received by plaintiff, under a mutual mistake of fact as to the said description of said land; and plaintiff has requested and demanded of defendant that he execute to him a correct and proper deed of said premises, but defendant has ever failed and refused and neglected, and still refuses and neglects, to comply with said request and demand.

Wherefore plaintiff prays the court that defendant be cited to appear and answer this petition, and for judgment of this court directing and compelling defendant to execute a new and reformed deed which shall properly describe said premises, for costs of suit, and for such other and further relief, special and general, in law and in equity, that he may be justly entitled to, etc.

.....
 Attorney for Plaintiff,

No. 601.

PETITION FOR SPECIFIC PERFORMANCE OF CONTRACT FOR SALE OF REAL ESTATE.

The State of Texas, County of In District Court of
 County, Texas, Term, A. D. 19..

To the Honorable District Court of said County:

Now comes, who resides in County, Texas, hereinafter called plaintiff, complaining of, who resides in the county of, in the State of Texas; and for cause of action plaintiff represents to the court that prior to and on the . . . day of

....., A. D. 19.., he was the owner in fee simple in his own right, of the following described lands and tenements, situated in County, Texas, to wit (here describe the premises).

That being desirous of selling the same he entered into an agreement in writing on the ... day of, A. D. 19.., with the said defendant, whereby plaintiff, in consideration of the sum of dollars, to be paid as therein and hereinafter mentioned, agreed that he or his heirs would, on or before the ... day of, A. D. 19.., by a good and sufficient conveyance, with the usual covenants of warranty, convey to said defendant, or his heirs, free from all incumbrances, the premises aforesaid, as will more fully appear by reference to said agreement herewith filed, marked Exhibit "A," and made a part of this petition. That the said defendant did thereby, and in consideration thereof, agree with said plaintiff that he, the said defendant, would pay, or cause to be paid, to said plaintiff, his heirs, executors or administrators, the said sum of dollars, immediately upon executing the said conveyance as aforesaid.

That plaintiff has heretofore, and before and on the day mentioned in said agreement for the execution and delivery of said conveyance, to wit, on the ... day of, A. D. 19.., informed defendant of his, the said plaintiff's, willingness and readiness to execute and deliver to him a proper conveyance of said premises, and offered to do so on payment of said sum of dollars, and thereupon tendered to defendant his deed of conveyance of said premises, duly executed and acknowledged, and requested said defendant to pay him, the said plaintiff, the said sum of dollars, and receive said conveyance; but that said defendant refused, and has continually since that time, and still does refuse, to accept such conveyance, or pay said sum of dollars, or any part thereof. That plaintiff at the time of said offer and agreement was, and has ever since continued and still is, seized in fee simple of a good and indefeasible estate in said premises, free from all incumbrances.

Wherefore plaintiff prays the court that defendant be cited to appear and answer this petition, and that he have judgment that defendant specifically perform and carry into execution the said articles of agreement.

That plaintiff now brings into court his deed of conveyance as aforesaid, and tenders the same to defendant. Plaintiff further prays that he have judgment against said defendant for said sum of dollars, with interest thereon from the ... day of, A. D. 19.., and for costs of suit, and for the foreclosure of the vendor's lien upon the premises above mentioned. And should the proceeds of said sale, under the foreclosure of said lien, be insufficient to pay the amount of the judgment herein rendered, that he have execution for the balance remaining unpaid, and for such other and further relief, special and general, in law and in equity, that he may be justly entitled to, etc.

.....
Attorney for Plaintiff,

No. 602.

PETITION FOR SPECIFIC PERFORMANCE AGAINST VENDOR.

The State of Texas, County of In District Court of
County, Texas, Term, A. D. 19..

To the Honorable District Court of said County:

Now comes, who resides in County, Texas, hereinafter called plaintiff, complaining of, who resides in the county of, in the State of Texas, hereinafter styled defendant; and for cause of action plaintiff represents to the court that on the day of, A. D. 19.., the said defendant was seized and possessed of a certain tract of land and tenements, situated in said county of, described as follows, to wit (here describe the premises). Defendant, on said date above mentioned, entered into a written contract with plaintiff for the sale of said land and tenements, to said plaintiff, at and for the price of dollars, wherein said parties, plaintiff and defendant, stipulated and agreed (here give the material provisions of the contract), as will more fully appear by reference to said contract herewith filed, marked Exhibit "A," and made a part of this petition.

That at the time of the execution of said contract plaintiff paid to the defendant the sum of dollars, as a deposit and in part of his said purchase money, and the said defendant has since delivered up possession of said premises to the plaintiff. The plaintiff has always been and is ready to perform his part of the said contract, and on having a good and sufficient conveyance of said premises made to him, in accordance with the terms and stipulations of said contract, to pay the residue of the purchase money to the said defendant.

That the said defendant is able to make a good and sufficient title to the said premises, if he thinks proper so to do, but refuses and declines to make a good and sufficient title to the same, although the plaintiff has demanded the same from him, and required him so to do, to wit, on the day of, A. D. 19.. (here give the day and year mentioned in the contract, if any), and at the same time offered to pay him the residue of the purchase money upon having a proper conveyance of said premises executed by the defendant to the plaintiff, his heirs and assigns. That the whole of the residue of the purchase money of the said premises has been ready and unproductive in his hands for completing the said purchase from the time it ought to have been completed by the terms of said contract, and plaintiff has ever been ready, willing and able to perform his part of said contract.

Wherefore plaintiff prays the court that defendant be cited to appear and answer this petition, and that he have judgment that the defendant specifically perform the said contract or covenant entered into with the plaintiff as aforesaid, and make a good and sufficient title to the said

premises, the said plaintiff being ready and willing, and hereby offering specifically to perform the said contract on his part, and upon the said defendant executing a proper conveyance of said premises to the plaintiff, pursuant to the terms of said contract, to pay to the said defendant the residue of said purchase money, for costs of suit, and for such other and further relief, special and general, in law and in equity, that plaintiff may be justly entitled to, etc.

.....
Attorney for Plaintiff,

No. 603.

PETITION FOR FORECLOSURE ON DELINQUENT TAXES.

State of Texas, County of No. In the District Court
of County, Texas, Judicial District.

To the Honorable Judge of said Court:

1st. Now comes the State of Texas, hereinafter styled plaintiff, represented herein by the county attorney of said County, complaining of, who owned the real estate hereinafter described at the time, and to whom and against whom the taxes hereinafter scheduled were listed, levied and assessed, complaining of, the present owner of said real estate, complaining of, the present mortgagee., lien holder., or claimant.. of the said real estate, and complaining of the above named and all other parties owning, having or claiming any interest in the land herein mentioned, or any part thereof, hereinafter called defendants, respectfully alleges that all of the said named defendants reside in County, Texas, except the following:

2d. Except as herein stated, the name.. of the owner.. of the said real estate, any interest therein, or part thereof, and the place of residence of the said defendants are unknown to the attorney for the State, and, after inquiry, cannot be ascertained.

3d. Heretofore, as required and in due compliance with the Constitution and law, the said taxes to be hereinafter scheduled were listed, levied and assessed by the legal officers of County, and the State of Texas, against whom and to whom, and against and upon the land it is herein alleged the said taxes were listed, levied and assessed, and the said taxes were not paid within the time allowed before becoming subject to the law relating to delinquent taxes, and the said taxes

are now due and delinquent. The said State, county, poll and school taxes, including a penalty of 10 per cent thereof for each year, including and since the year 1897, for which the said taxes are delinquent, with 6 per cent interest per annum from the first day of January next succeeding the year for which the said taxes are delinquent, all fees due the tax collector and county clerk, and all advertising fees for publishing the said taxes and real estate in a newspaper, are fully and specifically stated in the schedule hereinafter set out, and all of which are now delinquent, unpaid and due to the plaintiff.

4th. The said taxes have been heretofore in all respects listed, levied, assessed, returned delinquent, or said real estate reported sold to the State; all lists prepared, filed, approved, recorded, advertised in a newspaper, and said advertised list of said taxes and real estate filed by the officers and courts of the said State of Texas and County, as required by the law of taxation in this State, and all the requirements of the Constitution and law have been complied with by the officers and courts charged with any duty thereunder as to the regularity of listing, levying, assessing, returning delinquent or reporting the said real estate sold to the State; preparing, filing, approving and recording said lists, advertising and filing said advertised lists of said taxes and real estate alleged to be delinquent, and the amount of the said taxes, penalty, interest, fees and all court costs, are a true and correct charge against each and all of the lots and tracts of land described in the said schedule, and after a due compliance with all the preliminary requirements, and after the lapse of due time before institution of suit, essential for the collection of said taxes by suit and foreclosure in the District Court, the Commissioners' Court of County duly ordered suit filed for the collection of said delinquent taxes.

For further and more complete description of the real estate referred to in above schedule reference is hereby made to.....

5th. By reason of the said listing, levying and assessing of the said taxes against whom and to whom and against and upon the real estate same are herein alleged to have been listed, levied and assessed, the said taxes, penalty, interest, fees and all court costs are a just and valid debt, and personal liability against whom the said taxes were listed, levied and assessed, and the amount of the said taxes, penalty, interest, fees and court costs arising thereby are due, unpaid, and so claimed by the plaintiff.

6th. By reason of the said listing, levying, assessing, returning delinquent, or reporting said real estate sold to the State, preparing, filing, approving, recording, advertising and filing said advertised lists of said taxes and real estate, as required by the Constitution and law, by the officers and courts acting by virtue thereof, the plaintiff now has and asserts a lien, so fixed by the Constitution and law, on said real estate described and mentioned in the above schedule to secure the payment of the amount of the said taxes, penalty, interest, fees, all as shown by above schedule, and all court costs incurred in all suits filed to collect said taxes and enforce said lien, and the said assessment lists, rolls or books, delinquent lists, advertised lists, inventories and any other record evidence made, authorized, ordered, filed, approved, reported and accepted by any of the officers and courts of said County and State of Texas, mentioning, describing and in any manner referring to the said taxes, penalty, interest, fees and court costs, and said land or either thereof may be introduced by the plaintiff as evidence upon the trial of this cause.

7th. The said present owner . . , mortgagee . . , lienholder . . and claimant . . of said land are seeking to assert some right to, interest in, lien on or claim against the said land, or some part thereof, but if any they have, it is inferior to and subject to the rights of the plaintiff to enforce the said lien for the amount of the said taxes, penalty, interest, fees and court costs against the said land.

8th. Wherefore, premises considered, the plaintiff prays that each and all of the defendants be served with citation hereof in the terms of the law, and upon final hearing of this petition, the plaintiff have a personal judgment against all parties against whom the said taxes were assessed for the amount of the said taxes, penalty, interest, fees and all court costs, for a judgment of foreclosure of the said tax lien on each and every lot and tract, and all the said lots and tracts of land against each and all of the said defendants; that an order of sale issue and a writ of possession be granted to each and every purchaser of any lot or tract of the said land, placing such purchaser or purchasers in the possession of said real estate within the time and in the manner provided by law,

and for such other and further general or special legal and equitable relief to which the plaintiff may be entitled under the law and the facts.

County Attorney, County, Texas.

State of Texas, County of

Before me, the undersigned authority in and for the said county and State, on this day personally appeared, known to me, and being by me duly sworn, on oath says that he is the attorney bringing this suit, and that the statements contained in the foregoing petition are true to the best of the knowledge and belief of the affiant.

Sworn to and subscribed before me, this the day of, 19..

INDORSEMENT ON THE BACK.

No.

.....District Court.

TAXES.

The State of Texas

vs.

Plaintiff's Original petition.

Filed 19..

Clerk District Court, County, Texas.

By, Deputy.

No. 604.

PLEA IN INTERVENTION.

..... vs. No. In District Court of County, Texas, Term, A. D. 19..

And now comes your intervener,, who resides in County, Texas, and represents to the court that he is interested in the subject matter in controversy in the above entitled and numbered suit, and has a cause of action against the parties thereto in this, that heretofore, to wit, on or about the day of, A. D. 19..; the plaintiff, instituted this suit against the defendant,,

for the recovery of the sum of dollars, alleged therein to be due and owing to the said

That on same day plaintiff caused a writ of attachment to be issued out of this cause, which was afterward, to wit, on the day of, A. D. 19.., levied on a certain stock of goods, wares and merchandise, the property of the defendant, That afterward, by virtue of an order of the judge of this court, made in chambers, the said goods, wares and merchandise seized under said writ of attachment were sold by the officer to whom said writ was directed, and the net proceeds thereof, to wit, the sum of dollars, were paid into the registry of this court.

That at and before the commencement of this suit, to wit, on the day of, A. D. 19.., the defendant,, was, and now is, justly indebted to this intervener in the sum of dollars, evidenced by promissory note for the sum of dollars executed by the said defendant,, payable to the order of this intervener, and due on the day of, A. D. 19.., dated on the day of, A. D. 19.., and bearing interest at the rate of per cent per annum from date until paid.

That on said day this intervener instituted his suit in this court against said, the defendant in this suit, for the recovery of said indebtedness, and sued out a writ of attachment thereon, which was afterward, to wit, on the day of, A. D. 19.., levied on the stock of goods, wares and merchandise, the property of the defendant,, being the same goods, wares and merchandise upon which the writ of attachment first heretofore mentioned was levied. That by reason of said levy this intervener has acquired a lien upon said goods, wares and merchandise, and upon the proceeds of said sale heretofore mentioned and remaining in the registry of this court.

And this intervener now alleges that the said suit of against, hereinbefore mentioned, was and is collusively instituted and prosecuted by said at the special instance and request of the defendant,, with intent to hinder and defraud the creditors of the said, defendant, and especially this intervener, of his lawful demands, all of which was known to said (plaintiff). That the claim mentioned in said suit and upon which said action is based was not at the time of the institution of said suit, and is not now, a just, valid, or legal claim against the said, defendant, but then was and now is wholly, or in a large part, fictitious, pretended and colorable only, and was and is not based upon any valid or legal consideration.

And intervener believes and so alleges that the claim of said, plaintiff in this suit, was contrived and sued upon with the intent and purpose, on the part of plaintiff, and by collusion with the defendant, to protect said defendant from his debts, and thereby hinder, delay and defraud this intervener of his just debt, due and owing to him by the said, defendant in this suit.

Wherefore petitioner prays that he be allowed to intervene in this suit, that the suit now pending in this court, entitled on the docket No., wherein your intervener is plaintiff and is defendant be consolidated with this suit; that he have judgment against, defendant, for his debt and the foreclosure of his attachment lien, and that said judgment have priority of payment over any judgment rendered in said suit in favor of the said, out of the money aforesaid now in the registry of this court, and out of any property or effects of the said, for costs of suit, and for such other and further relief, special and general, in law and in equity, that he may be justly entitled to, etc.

.....
 Attorney for Plaintiff,

No. 605.

PETITION FOR AN ACCOUNT OF PARTNERSHIP DEALINGS AFTER DISSOLUTION.

The State of Texas, County of In District Court of
 County, Texas, Term, A. D. 19..

To the Honorable District Court of said County:

Now comes, who resides in County, Texas, hereinafter called plaintiff, complaining of, who resides in the county of, in the State of Texas, hereinafter styled defendant; and for cause of action plaintiff represents to the court that on or about the ... day of, A. D. 19.., plaintiff and defendant entered into copartnership together as (here state generally the business), plaintiff agreeing to bring into the business the sum of dollars, and being entitled to receive part or share of the profits, and the defendant agreeing to bring into the business the sum of dollars, and being entitled to receive parts or shares of the profits.

That the plaintiff according to agreement brought into the business the said sum of ... dollars, and the defendant brought into the business the said sum of ... dollars. That said copartnership was carried on and continued until the ... day of, A. D. 19.., when the same was dissolved by mutual consent.

That said copartnership business was carried on in a building in the city of, in County, Texas, which at the time of the dissolution of said copartnership was held by said partners under an agreement for a lease for years from the ... day of, A. D. 19.., and it was verbally agreed between said partners that the defendant should take to himself the benefit of said agreement, accounting to the plaintiff for his proportion of the value thereof; and in pur-

suance of such agreement the defendant has ever since continued and now is in possession of said building.

Plaintiff says that no settlement of the copartnership accounts has ever been made between plaintiff and defendant, though the plaintiff, since the dissolution, has repeatedly applied to the defendant to come to a final settlement with respect thereto, which the defendant refuses to do. That the defendant has possessed himself of the partnership books, and has refused, and still refuses, to permit the plaintiff to inspect the same, and has also refused to render the plaintiff any account of the copartnership moneys received by him.

That the plaintiff since dissolution has paid the sum of dollars on account of partnership debts. And the plaintiff alleges, on information and belief, that upon a true and just settlement of said accounts, a considerable balance, to wit, the sum of dollars, is due from the defendant to the plaintiff in respect of their said copartnership dealings; but that, nevertheless, the said defendant is proceeding to collect the said copartnership debts, and to apply the same to his own use, which he is enabled to do by means of his possession of the books of account as aforesaid.

Wherefore plaintiff prays the court that defendant be cited to appear and answer this petition, and for judgment that an account be taken of all and every the late copartnership dealings and transaction, and that defendant be adjudged to pay to the plaintiff what, if anything, shall appear upon such accounting to be due from him, the plaintiff being ready and willing, and hereby offering, to pay to the defendant what, if anything, shall appear to be due to him from the said joint concern, that some proper person be appointed to receive and collect all moneys that may be coming to the credit of said late copartnership, and that the defendant in the meantime be restrained, by order of the court, from collecting or receiving any of the debts due and owing thereto, for costs of suit, and for such other and further relief, special and general, in law and in equity, that he may be justly entitled to, etc.

.....
Attorney for Plaintiff,.....

The State of Texas, County of

I solemnly swear that I am the plaintiff in the above cause, and that the matters stated in the above and foregoing petition are true.

Sworn to and subscribed before me, under my official hand and seal, this the day of, A. D. 19 . .

(Seal.)

.....
Notary Public in and for County, Texas.

No. 606.

PETITION TO CLOSE UP PARTNERSHIP.

The State of Texas, County of In District Court of
County, Texas, Term, A. D. 19..

To the Honorable District Court of said County:

Now comes, who resides in County, Texas, hereinafter called plaintiff, complaining of and, who reside in the county of, in the State of Texas, hereinafter styled defendants; and for cause of action plaintiff represents to the court that on the day of, A. D. 19.., by articles of partnership of that date, plaintiff and defendants formed a partnership for the purpose of doing and carrying on a general mercantile business as traders and merchants in the city of, in County, Texas, under the firm name of, to continue for years from said date. Said articles of partnership are herewith filed, marked Exhibit "A," and made a part of this petition.

That plaintiff and defendants entered into the business set forth in said articles of partnership, and have from said date to the present carried on the same; that they now own a large and valuable stock of goods, wares and merchandise, contained in the one-story brick metal roof building, No., street, situated on lot number in block number, in the city of, County, Texas, together with the lease on said building, ending on the day of, A. D. 19..; that there is also due to said partnership a large amount of indebtedness, both on notes and open accounts, and said partnership also possesses a valuable good will, all of which are of far greater value when taken together than if separated. That no division of the assets and good will of said partnership can be made without great loss and detriment to all the partners, and that the only equitable manner of making a division of the partnership assets is by a sale of the whole together, and of a division of the proceeds between the plaintiff and defendants, according to their respective interests.

That on the day of, A. D. 19.., defendant,, without the knowledge or consent of plaintiff, did by an instrument in writing, assign and transfer to the defendant,, all his, the said, interest in said partnership, and all his right and title to any and all property belonging to said firm, which said assignment and transfer operated to dissolve said partnership.

Wherefore plaintiff prays that defendants be cited to appear and answer this petition, and for judgment that said partnership be adjudged dissolved, that a receiver be appointed of the property, rights and good will of said partnership, with power to collect and dispose of the same for the benefit of all the parties in interest, and that after the payment of all the just debts of the partnership, and of the costs and expenses of this action, and of the said receivership, the proceeds

be divided between the parties hereto, according to their respective rights, and for such other and further relief, special and general, in law and in equity, as to the court shall seem right and proper.

Attorney for Plaintiff,

No. 607.

PETITION FOR FORECLOSURE OF LIEN ON LAND SECURED BY DEED OF TRUST, AGAINST ADMINISTRATOR AND HEIRS.

The State of Texas, County of In District Court of
County, Texas, Term, A. D. 19..

To the Honorable District Court of said County:

Now comes, who resides in County, Texas, hereinafter called plaintiff, complaining of and, who reside in the county of in the State of Texas, and, who resides in the county of, in said State of Texas, hereinafter styled defendants; and for cause of action plaintiff represents to the court that defendant is the administratrix of the estate of, deceased, late of the county of, duly appointed by the county court of said county, and that administration of said estate is still open and pending in said court; that said defendant is also the widow of said, deceased; that the defendant, who is a minor about years of age and without any legally appointed guardian, is the child and sole heir of the said, deceased. That on or about the day of, A. D. 19.., the said (deceased) was indebted to the plaintiff in the sum of dollars, evidenced by two certain promissory notes for the sum of dollars each, dated on the day of, A. D. 19.., executed by the said (deceased), payable to the order of plaintiff and due on the day of, A. D. 19.., and A. D. 19.., each, respectively, and bearing interest at the rate of per cent per annum from date until paid; that on said day of, A. D. 19.., the said (deceased) executed and delivered to the defendant, his certain deed of trust, as trustee, for the use and benefit and for the purpose of securing plaintiff in the prompt payment of said notes, principal and interest, wherein he, the said, after reciting his indebtedness to plaintiff, evidenced by said notes, as above stated, conveyed to the said (trustee), a certain tract of land situated in County, Texas, with metes and bounds as follows (here describe said land), upon the following trusts, to wit, the said (deceased), was to possess and enjoy the use and benefit of said land until default should be made by said of said indebtedness, or any part thereof; and upon such default being

made, the said (trustee), upon the request of plaintiff or other holders of said notes, should sell said land to the highest bidder for cash, at public auction, after advertising the time and place of said sale for (here set out the terms of sale as stated in deed of trust); and out of the proceeds arising from said sale, after paying all necessary expenses, to pay plaintiff the full amount of principal and interest due and unpaid on said indebtedness as hereinbefore set forth, rendering the balance of the purchase money, if any, to the said (deceased), as more fully appears by said deed of trust, on file in this cause, marked Exhibit "A," and made a part of this petition; that afterward, on or about the day of, A. D. 19.., the said departed this life, without having paid said sum of money due plaintiff, or any part thereof, and the same now remains due and unpaid; and the said deed of trust now remains in full force and effect, and is a valid and subsisting lien against said land; that afterward, on or about the day of, A. D. 19.., the claim of plaintiff, duly authenticated as required by law, was presented to the defendant, administratrix, as aforesaid, for acceptance and allowance, and the said defendant then and there refused to allow said claim or any part thereof, but rejected the same (or then and there refused to make in writing either an acceptance or a rejection of the same, as the case may be). Said claim hereto attached, marked Exhibit "B," and made a part of this petition.

Wherefore plaintiff prays the court that defendants be cited to appear and answer this petition, and for judgment for the amount due him, and for costs of suit, and that plaintiff's lien on said land be foreclosed, and that said judgment be certified to the County Court of County, sitting in matters of probate, to be there classified and enforced according to law, and for such other and further relief, special and general, in law and in equity, that he may be justly entitled to, etc.

.....
 Attorney for Plaintiff.....

R. S. Art. 1198 (1202).

No. 608.

PETITION BY CREDITOR TO SET ASIDE AN ALLOWANCE AND APPROVAL OF CLAIM BY ADMINISTRATOR.

The State of Texas, County of In Court of County, Texas, Term, A. D. 19..

To the Honorable Court of said County:

Now comes, who resides in County, Texas, hereinafter called plaintiff, complaining of and, who reside in the county of, in the State of Texas, hereinafter styled defendants; and for cause of action plaintiff represents to the court that the defendant is the administrator of the estate of, late of the county of, deceased, duly

appointed by the County Court of County, Texas, at the term, A. D. 19.., of said court, and that said administration is still open and pending in said court.

That heretofore, to wit, at the term, A. D. 19.., of the Court of County, plaintiff recovered against the defendant, administrator, as aforesaid, a judgment for the sum of dollars and costs of suit, which said judgment has not been appealed from, and remains in full force and effect, and has been in no way satisfied or discharged, a copy of which was duly certified to said county court in which said administration is pending for observance, as required by law; that said defendant neglects and refuses to pay the same, though often requested, alleging that he has fully administered, all and singular, the goods and the chattels of the said, which have ever come to the hands of him, the said administrator, as aforesaid, and that, after paying such claims against said estate as have been allowed or established within twelve months after the grant of said letters of administration, he has no funds of said estate in his hands.

Plaintiff alleges that said (here give the name of the administrator), combining and confederating with his codefendant for the purpose of cheating and defrauding the creditors of said estate, who had valid and subsisting claims against the same, and more particularly for the purpose of cheating and defrauding plaintiff, has allowed in favor of his said codefendant a certain pretended claim against said estate, when in truth and in fact said defendants well knew that the same was not a valid and subsisting claim against said estate; that heretofore, to wit, on the day of A. D. 19.., said administrator, as aforesaid, allowed in favor of said defendant, a pretended claim against said estate, amounting on the day of A. D. 19.., to the sum of dollars, which said claim was approved by the county judge of said county on the day of A. D. 19.., a copy of said claim, with the indorsements thereon, is hereto attached, marked Exhibit "A," and made a part of this petition. Plaintiff says that said claim was not at the date of said allowance and approval a valid and subsisting claim against said estate; that said claim accrued and was due and payable on the day of, A. D. 19..; that the said departed this life on the day of, A. D. 19.., having resided within the State of Texas more than four years after said claim became due and payable, and without having at any time acknowledged the justice of said claim in writing; by reason whereof said claim, at the date of its allowance and approval aforesaid, was barred by the statute of limitations, and was not a valid and subsisting claim against said estate (or here state whatever the facts may be for setting aside said claim, if paid off, then state that the said claim was, during the lifetime of him, the said now deceased, fully paid off and discharged at its maturity; said payment having been made to the defendant,

and the same was not at the date of said allowance and approval a valid and subsisting claim against said estate).

Wherefore plaintiff prays the court that defendants be cited to appear and answer this petition, and for judgment setting aside and annulling the allowance and approval of said claim of defendant, and that defendant, administrator of said estate, be ordered to pay the claim of this plaintiff in due course of administration, and for costs of suit, and for such other and further relief, special and general, in law and in equity, that he may be justly entitled to, etc.

Attorney for Plaintiff,

No. 609.

PETITION FOR REVIEW OF JUDGMENT.

The State of Texas, County of In District Court of
County, Texas, Term, A. D. 19..

To the Honorable District Court of said County :

Now comes, who' resides in County, Texas, hereinafter called plaintiff, complaining of, who resides in the county of, in the State of Texas, hereinafter styled defendant; and for cause of action plaintiff represents to the court that on or about the . . . day of, A. D. 19.., defendant filed in the district court of said county of, his petition against plaintiff, upon plaintiff's promissory note for the sum of dollars, payable to defendant, dated on the . . . day of, A. D. 19.., and due one year after date, which note, as alleged in said petition, was secured by a deed of trust of even date therewith, executed by this plaintiff in favor of said defendant, upon the following tract of land, situated in County, Texas, to wit (here describe said land); that defendant filed with his petition an affidavit in writing that plaintiff was not a resident of the State of Texas, and thereupon obtained service of process in said suit by publication in a newspaper; that at the term, A. D. 19. ., of said court, judgment was rendered in said cause No. . . . on the docket of said court, in favor of defendant, against this plaintiff, for the sum of dollars and costs of suit, and for the foreclosure of said deed of trust and sale of the premises therein described, as under execution.

Now plaintiff shows that long before and at the time of filing said petition, and for a long time thereafter, he was a resident of the county of, in said State, which was well known to the defendant, or might have been ascertained by the use of proper diligence; that he was never served with process in said suit, nor accepted service therein, and had no notice of the pendency of the same until long after the rendition of the judgment above mentioned; that no statement of the facts proven

upon the trial, and upon which said judgment was founded, was made out and incorporated with the records of said cause, as required by law; and that he has a good defense to said action in this: that said claim, at the time of the commencement of said suit, was paid off and satisfied in full (or, was barred by the statute of limitations, or whatever the defense may be).

And plaintiff further alleges that long before the commencement of said suit, to wit, on the day of, A. D. 19.., this plaintiff paid to defendant the sum of dollars, in discharge of his indebtedness upon said note, and defendant then and there agreed to cancel and destroy the same. Plaintiff now says that defendant, regardless of his said obligation, did not cancel and destroy said note; but, on the contrary, instituted suit against this plaintiff, as aforesaid, and took a judgment therein against plaintiff for the whole amount of principal and interest, payable according to the tenor and effect of said note.

Wherefore plaintiff prays that defendant be cited to appear and answer this petition, and that the judgment heretofore rendered in said suit be set aside, and that a new trial be granted thereon, for costs of suit, and for such other and further relief, special and general, in law and in equity, that he may be justly entitled to, etc.

.....
 Attorney for Plaintiff,

No. 610.

PETITION AND INFORMATION PROCEEDING BY QUO WARRANTO.

The State of Texas (on the Relation of) vs.
 In District Court of County, Texas.

To the Honorable District Court of said County:

The State of Texas, by the district attorney of the judicial district, on the relation of, complaining of, defendant, represents that said relator and the defendant reside in the county of, aforesaid.

That at a general election, duly and legally held on the day of, A. D. 19.., in the county of, pursuant to the statute in such case made and provided, for the election among other officers of a tax collector of said county, to discharge the duties of that office from the day of, A. D. 19.., for the term of two years, the said was duly and lawfully elected to the office of tax collector of said county, and by reason of said election he was authorized and entitled to hold and enjoy said office for the term of two years, as aforesaid, and to receive the emoluments of said office for said term. That the emoluments of said office would reasonably amount to the sum of dollars during said term, and said office is of the reasonable value of dollars.

That on the day of, A. D. 19.., the said, illegally and wrongfully claiming said office, usurped and intruded into said office, and excluded the relator therefrom, and has ever since unlawfully and wrongfully held said office, and still unlawfully holds the same, and exercises the powers and performs the duties of said office, and receives all the profits and emoluments, and enjoys all the rights and privileges of the same.

Plaintiff further represents that the defendant claims to hold said office under and by virtue of a certificate of election delivered to him by the county judge of said county, certifying that he had received votes polled for him for said office, and that the same was the greatest number of votes polled at said election for any one person for said office of tax collector. And plaintiff now says that said certificate is not true, and said defendant did not receive the greatest number of votes for the office of tax collector at said election, and, on the contrary, that votes for said relator were actually and legally polled at said election, and votes were polled for the defendant, and no votes were polled for any other person for said office of tax collector, and by reason thereof said relator was duly elected to said office of tax collector. That at the election precinct No., in said county, votes were cast for the relator and votes were cast for said ; that said votes so cast were not properly counted and returned by the officers of election at said precinct, but were falsely and fraudulently counted, so as to show that the relator received votes and no more, and that the defendant received votes, and that by reason of such false and fraudulent count the returns of said election made it to appear, in estimating the result of said election, that the defendant had received a majority of the votes cast at said election precinct, when in truth and in fact this relator received a majority of said votes, as hereinbefore stated.

Plaintiff further says that in the election precinct No., in said county, votes appeared to have been cast for the relator, and votes appeared to have been cast for the defendant, as shown by the returns of said election; but plaintiff alleges that said returns do not in fact show the actual number of votes cast, in this, that the managers of said election, while engaged in the performance of their duties as such, were grossly intoxicated, and permitted persons to open the ballot box in which the votes were deposited, and to examine and to destroy a large number of ballots deposited therein before said ballots were counted, and the returns of said election were certified and signed by the managers of said election.

That by reason of the gross negligence and misconduct of the managers of said election, at said precinct No., the returns of said election do not, in fact, show the actual number of votes cast in said election, or the number of votes cast for the relator and for the defendant, and ought not to be considered in estimating the votes cast in said election.

Plaintiff further says that if the returns at said election preeinet had been legally and properly made as aforesaid, they would have shown that the relator received votes and the defendant received votes.

Plaintiff further says that by reason of the premises relator was entitled to receive a certificate from the proper officer, showing his election to said office, and has at all times been ready and willing to qualify, by executing a bond, and taking the oath of office required by law; but, on the contrary, a certificate of election was delivered to the defendant, who thereafter, to wit, on the day of, A. D. 19.., executed bond and took the oath of office and took the office and entered upon the discharge of his duties as tax collector of said county.

Wherefore plaintiff prays the court that defendant be cited to appear and answer this petition, and for judgment that the defendant is not entitled to the said office herein mentioned; that the relator be adjudged entitled to the office of tax collector of said county, and its franchises and privileges; that the relator be permitted to qualify for said office within twenty days after final judgment herein, and thereupon to enter upon the duties of his office; that the defendant be commanded to surrender said office to the relator, upon his qualification, as aforesaid, and that he have judgment for costs of suit, and for such other and further relief, special and general, in law and in equity, that he may be justly entitled to, etc.

(Add verification.)

No. 611.

PETITION FOR DAMAGES AGAINST A RAILROAD COMPANY FOR NOT DELIVERING GOODS.

The State of Texas, County of In Court of
 County, Texas, Term, A. D. 19..

Now comes, who resides in County, Texas, hereinafter called plaintiff, complaining of the Railway Company, hereinafter styled defendant, and represents that defendant is a private corporation, duly incorporated under and by virtue of the laws of the State of, and doing business in County, State of Texas, with an office in the town of, in said county, in charge of, who resides in said county, as its agent.

That heretofore, to wit, on the day of A. D. 19.. defendant owned and possessed a certain railroad extending from the city of in County, Texas, to, in the State of, and was then and still is engaged in the business of running railroad cars, and transporting freight on said road as a common carrier for hire.

That on the ... day of, A. D. 19.., for and in consideration of the sum of dollars then paid (or agreed to be paid, as the case may be) to defendant by plaintiff, the defendant agreed safely to carry from, in the State of Texas, to, and then deliver to or order, at said place, certain goods, the property of plaintiff, of the reasonable value of dollars, consisting of (here describe the goods), which plaintiff then and there delivered to defendant, who received and accepted the same upon the agreement and for the purposes before mentioned.

That defendant did not safely carry and deliver the said goods pursuant to said agreement, as it was in duty bound and obligated so to do; but, on the contrary, so carelessly and negligently acted and conducted in regard to the same, in its business as common carrier, that they were wholly lost to plaintiff, to his damage dollars. That defendant has failed and refused, and still now refuses to deliver to plaintiff or order said goods pursuant to said agreement, by reason of the carelessness, negligence and default of defendant, its agents, servants or employes, whereby plaintiff has been damaged as aforesaid.

Wherefore plaintiff prays the court that defendant be cited to appear and answer this petition, and for judgment for his damages, dollars, interest and costs, and for such other and further relief, special and general, in law and in equity, that he may be entitled to, etc.

.....
Attorney for Plaintiff,

No. 612.

PETITION FOR DAMAGES—DELAY IN SHIPMENT OF STOCK.

The State of Texas, County of In Court of
..... County, Texas, Term, A. D. 19..

To the Honorable, Judge of said Court:

Now comes, who resides in County, Texas, hereinafter styled plaintiff, complaining of the Railway Company, a private corporation, doing business in County, Texas, a common carrier of cattle and livestock generally, with its line of railroad running in and through said county and State, with an office in the town of, in said county, in charge of as its agent, hereinafter called defendant; that heretofore, to wit, on or about the day of, A. D. 19.., defendant company owned and possessed a certain line of railroad extending from the city of, in County, Texas, to, in the State of, with its connecting line of railroad, and was then and is now engaged in the business of running railroad cars, and of transporting cattle, horses and

other livestock and freight on said road and its said connecting line of railroad, as a common carrier for hire.

Plaintiff alleges that on and prior to the . . . day of, A. D. 19. . ., he was the owner of and in the possession of head of cattle in, Texas, and on said date he delivered to defendant said head of cattle, at, Texas, which defendant then and there accepted, to be safely and securely carried and conveyed over its said road and its said connecting lines of railroad, from, Texas, to, State of, with ordinary care, and with reasonable diligence and speed, and to be safely and securely delivered to plaintiff (or consignees for account of plaintiff, as the case may be), at, State of, for a reasonable reward paid or to be paid on the delivery thereof as aforesaid.

That defendant wrongfully and negligently acting in the premises, did not deliver said cattle to plaintiff (or, his said consignees, as the case may be), at, State of, or to anyone else, with reasonable diligence and speed, as it was in duty bound and obligated so to do, but neglected and refused so to do; and did not with ordinary care or with reasonable diligence and speed, carry and convey said cattle from, Texas, to, said point of destination, but on the contrary, so carelessly and negligently conducted itself in the premises, that by and through its negligence, default and carelessness said cattle were delayed a long time beyond the usual and ordinary time of passage over said road, as follows, to wit, hours beyond the usual and ordinary time of passage over said road; by means whereof plaintiff was subjected to great loss, damage and expense by reason of the fall in the market of such cattle at, State of, from the time said cattle reached, and the time they should have reached said point of destination conveyed and transported with reasonable speed and diligence, and also in consequence of said cattle wasting away and excess shrinkage in flesh and weight, by reason of being confined in said cars and pens, and in consequence of the depreciation in the market value of said cattle by reason of their said excess shrinkage and loss in flesh and weight, drawn and emaciated condition, and in consequence of the expense and loss of time to which plaintiff was thereby subjected, amounting in all to the sum of dollars, being the difference in the market value of said cattle, from the time they arrived at, State of, and the time they should have arrived, conveyed and transported with ordinary care and with reasonable diligence and speed.

Plaintiff alleges that his said cattle, as aforesaid, at the time they were received and accepted by defendant, were in good condition and were good and merchantable cattle, and were shipped for the market at, State of, which fact was known to the defendant at the time; that said cattle with reasonable diligence and speed should have arrived at said point of destination, and should have been delivered

by defendant to plaintiff at said, State of, at about o'clock . . m., on the day of, A. D. 19.., about hours earlier than they were in fact delivered by defendant or received by plaintiff; that by reason of the negligence, default or carelessness of defendant, its agents, servants or employes, said cattle were not delivered by defendant to plaintiff at said point of destination until about o'clock . . m., on the day of, A. D. 19.., and were placed on said market on said date and on same day were sold in said market at, State of, at cents per pound, being the market value of said cattle in said market at that time; that said cattle at the time they were delivered and sold in said market, as aforesaid, weighed pounds, and on the day of, A. D. 19.. (here give the date said cattle should have arrived at their destination), were worth in said market cents per pound, being at least cents per hundred pounds more than they were worth and sold for at the time they were delivered and sold in said market; that there was a decline of cents per hundred pounds in the market value of said cattle and of such cattle generally, from the time said cattle should have arrived and should have been delivered by defendant to plaintiff at, State of, conveyed and transported with reasonable speed and diligence, and the time said cattle did arrive and were delivered to plaintiff, making the sum of dollars damages by reason of the decline in the market value of such cattle; that said cattle, had they been transported and delivered to plaintiff by defendant with ordinary care within the usual and ordinary time of passage over said road between said points, would have weighed pounds, and by reason of such unnecessary and unreasonable delay, there was an excess shrinkage in flesh and weight of said cattle of . . . per cent of the weight thereof, making pounds, reasonably worth in said market at that time cents per pound, making the sum of dollars, damages in excess shrinkage; that there has been a net loss of cents per hundred pounds on pounds (the weight of said cattle), making the sum of dollars depreciation in the market value of said cattle by reason of the excess shrinkage, loss in flesh and weight and the drawn and emaciated condition of said cattle, and the further sum of dollars reasonable and necessary expenses for extra feed paid by plaintiff at, State of, by reason of said delay, all aggregating the sum of dollars, actual damages sustained by plaintiff by reason of the carelessness, default and negligence of defendant, its agents, servants or employes as aforesaid.

Plaintiff says that by reason of the failure of defendant, its agents, servants or employes, to carry, transport and deliver said cattle as aforesaid, they were detained an unnecessary and unreasonable length of time and were confined in said cars and pens for a long time beyond the usual and ordinary time of shipment over said route between said points, thereby causing them to lose extra flesh and weight and greatly

depreciating their market value in said market as aforesaid; that due notice in writing of said claim has been made by plaintiff to defendant, but defendant, though often requested, has wholly failed and refused to pay the same or any part thereof, and still refuses so to do, to plaintiff's damage in the sum of dollars; that all freight charges, etc., have been paid by plaintiff and accepted by defendant, and defendant thereby agreed, promised, bound and obligated itself to transport, carry and deliver said cattle to plaintiff at, State of, with reasonable diligence, speed and care, and within the usual and ordinary time of passage over its said road and connecting line of railroad from, Texas, to, State of, all of which it has failed, refused and neglected so to do, whereby plaintiff has been greatly damaged as aforesaid.

Wherefore plaintiff prays the court that defendant be cited to appear and answer herein, and on final hearing for judgment against defendant for the sum of dollars actual damages sustained by him, for costs of suit, and for such other and further relief, special and general, in law and in equity, that he may be justly entitled to, etc.

.....
 Attorney for, Plaintiff.

R. S. Arts. 319a-331b (277-289).

No. 613.

AMENDED PETITION BY MINOR AND SURVIVING PARENT FOR PERSONAL INJURIES TO MINOR. (Consolidated.)

..... and vs. Nos. and
 In District Court of County, Texas, Term, A. D. 19..

Now come plaintiffs in above numbered and entitled cause, consolidated under order of the court, leave of the court being first had and obtained, and file this their amended original petition in lieu of and as a substitute for their amended original petition filed in said cause in this court on the day of, A. D. 19.., and plead as follows:

..... and vs. Nos. and
 Suit pending in District Court of County, Texas, Term, A. D. 19.. To the Honorable District Court of said County. Now come your petitioners, and, a minor, who sues by his next friend, his mother,, both of whom reside in County, Texas, hereinafter called plaintiffs, complaining of the Railway Company, a private corporation duly incorporated under and by virtue of the laws of the State of Texas, doing business and operating a line of railway in and through the county of in said State, with as its local agent, who resides in said county, hereinafter styled defendant.

And for cause of action plaintiffs represent to the court that heretofore, to wit, on or about the day of, A. D. 19.., while, who is a child of tender years, about years of age, was crossing the railroad of the defendant at a crossing in, County, Texas, which was then and had been for years prior thereto used as a crossing for pedestrians, and which was then, and had been for years prior thereto, known and recognized by defendant as a crossing by pedestrians, men, women and children, and so used as a crossing by them, he,, was injured in the manner and form as follows:

Defendant was then operating an engine and cars by its agents, servants or employes, unskilled and careless and without any experience whatever, and were switching cars near said crossing, and said defendant, its agents, servants or employes, without warning or notice of any kind whatever forced a car, after great rapidity of motion had been acquired and which was then detached from the engine and turned loose upon defendant's track and allowed to run in the direction of and upon the said crossing on a down grade without any person upon said car or cars to control the speed thereof, and without brake or brakes set thereon, which said car struck or ran against another car or cars standing on said track, which shoved or forced them along said track in the direction of and over said crossing, and thereby ran over or upon and cut or mashed off one of the feet of the said, or the greater portion thereof, while he, without negligence on his part, was passing or attempting to pass over said crossing, whereby it became necessary to amputate said foot so injured or a portion thereof; that said car or cars on defendant's said track as aforesaid, were detached and without sufficient brakes, or without brakes set thereon, to control or regulate their speed along or upon said track; that by reason of the said carelessness and negligence of defendant, its agents, servants or employes, plaintiff,, was seriously and permanently injured and crippled for life, and thereby caused to suffer great pain and anguish, both mental and physical, and his ability and capacity for labor and to earn a living has been greatly lessened, injured and impaired and almost totally destroyed, to the great damage and injury of plaintiffs.

Plaintiffs further allege that defendant had for a number of years prior to said injury, used, kept and maintained said crossing where plaintiff,, was injured as aforesaid, as a crossing for pedestrians and for the use and convenience of the public generally in passing to and fro over defendant's right of way and tracks thereof, and had kept the same open and free from cars, having given orders that all trains should be kept separated and kept open at said crossing in order that same should be used and kept open and free of obstructions for the use and convenience of the public generally passing to and fro over the same, and had thereby for a long period of time, to wit, for a number of years, recognized and held same out as a crossing for pedes-

trians, and thereby invited them to freely use the same as a crossing in passing to and fro over defendant's railway; that defendant, by reason of said crossing being used generally by people on foot with the knowledge and consent and invitation of defendant, was required to exercise reasonable care and prudence in operating its said railway, and running and switching ears thereon upon and over said crossing, especially when said ears were run in direction over said crossing, which is an uncommonly steep down grade, and not to allow any ear or cars to run toward or upon said crossing going in direction, unless well provided with brakes and a brakeman upon each ear to control its motion and speed; that it was defendant's duty not to allow any ear or ears to stand on its track near said crossing in direction therefrom, without brakes being well set thereon, and not to allow any loose and detached car or ears to be run in direction near said crossing and against cars standing near said crossing, and to jam and force the same suddenly or in a rapid manner upon and over said crossing; that it was the duty of defendant to keep a watch at said crossing to protect and warn any and all persons crossing said track at said crossing from injury or damage.

Plaintiffs allege that all of said necessary and proper precautions that defendant was required to take on account of the nature of said crossing and the frequency of its use at the invitation of defendant, were wholly unobserved and neglected, and the failure to exercise said diligence and observe the necessary and proper precaution, as aforesaid, caused and contributed to the injury and damage of plaintiffs as before alleged; that the forcing of said ears, over said crossing without notice or warning to plaintiff,, with great force and rapidity, and turning loose said ear without brakes set thereon and without a good or sufficient brake that was capable of controlling said car, any brake thereon being defective and worthless, and upon a steep down grade, which car ran upon other ears standing of said crossing and forced them suddenly and rapidly, without warning, or any watch to notify of his danger, were acts and omissions of carelessness and negligence, and evidencing wantonness, recklessness and utter disregard of its duties and obligations to these plaintiffs and the public generally invited by it to pass over said crossing.

Plaintiff,, did not know and was not informed that defendant was about to switch and shove said ear without brakes set thereon or brakes thereon in condition to be used, against other car or cars and force them in the manner aforesaid upon said crossing at the time he was injured, and that he did not contribute in any way or manner to said injury by any carelessness, negligence or want of proper care on his part.

That said plaintiff,, had no notice whatever, either by ringing of bell, sounding of whistle, or notice from any person placed to watch or look out for danger to anyone going upon or over said crossing, or otherwise warn him of danger and cause him to take steps for his

protection; neither was there any locomotive near enough to said crossing to indicate that any car or cars were being moved or were about to be moved at that time near said crossing.

That the agents and employes of defendant who were operating said engine and cars of defendant nearest to said crossing and thereof were known to defendant, its officers and agents, to be wholly inexperienced and without skill, careless, negligent and reckless, at the time and prior to the time of said injury, and that they had full notice and knowledge of the danger of plaintiff,, and others at the time of turning said car or cars loose and forcing said cars upon plaintiff,, as aforesaid; that defendant, its agents, servants or employes, operating or managing said engine and cars at the time of said injury, saw plaintiff,, or could have seen him by the exercise of ordinary care in the discharge of their duties, in time to have avoided said injury; that at the time of said injury defendant should have had some person at or near said crossing to warn anyone approaching or passing over said crossing of the danger that existed at that time, and in not doing so and failing to observe all or any of said necessary and proper precautions as before alleged, defendant was guilty of gross negligence, and carelessness, wantonness and recklessness toward plaintiffs as aforesaid.

Plaintiffs further allege that said was so inexperienced and was of such a tender age that he did not know the danger to which he was exposed, and was not able to protect himself therefrom or to take steps to avoid said injuries aforesaid, which came upon him so suddenly and unexpectedly.

And plaintiffs further allege that said plaintiff,, is the mother of the said plaintiff,, and that she is a widow and has no means or property, and was then, when said injury occurred, and ever since, and now and hereafter during her entire natural life would have been, dependent upon the services of the said plaintiff,, provided said injury had not occurred, which renders him disqualified and incapable, physically and mentally, to so aid and contribute by his time and labor, care and attention, to the financial and pecuniary aid of his said mother; that by reason of his duties and obligations while a minor, if he had not been so injured, it would have been necessary for him to do what he could during his tender years, and gradually more as he became older, for the comfort and support of his mother, and eventually as he approached his majority he would have been able to and would have supported and maintained her and increased her means and property; that after he became of age said, on account of his affection to his mother and because of her financial needs and necessities, would have voluntarily contributed to her aid, comfort and support during the remainder of her natural life: but by reason of his injury as aforesaid, brought about by the carelessness and negligence of defendant, its agents, servants or employes, he,, has been rendered unable during the remainder of his life to aid or con-

tribute to the comfort or support or to improve the financial condition of his mother, and thereby he has become a charge and financial burden upon her during her entire life; that by reason of said injury, plaintiff,, was compelled to nurse and lose her time from her employment, which she was engaged in for the support of her family, for a long period of time, to wit, months, reasonably worth dollars; that, by reason of his said injury, has been rendered incapable of laboring for his own support during the balance of his life, and made a cripple, and thereby will become a charge upon his mother,, and perhaps upon others, and has been deprived of all opportunity for usefulness in life or for making his life pecuniarily profitable to himself or for the enjoyment of life, and has been made a cripple for life, and his health has been impaired, without any fault or negligence on the part of either of the plaintiffs in this cause; that the said before said injury was a good sized boy for his age, was stout, healthy and energetic, and possessed of a good mind, judgment and discretion; that he was kind and affectionate toward his mother, and was willing to labor and did labor for and aid her, and that he had a good prospect of full mental and physical development and long life, but by reason of said injury he has been stunted and his growth mentally and physically checked, and he is now dwarfed in size; that by reason of the time and labor lost and expense incurred by plaintiff,, as aforesaid, she has been reduced to very straightened circumstances and want.

Plaintiffs say that by reason of the wrongful, careless, malicious and reckless acts and omissions of defendant, its agents, servants or employes, they have been greatly damaged and injured.

Plaintiffs allege that the services of plaintiff to plaintiff, from the time of his said injury up to the time he was twenty-one years of age, had it not been for said injury, would have been reasonably worth the sum of dollars; and that the contributions he would have made to her, after he had attained his majority and up to the time of her death, would have been not less than dollars; and that plaintiff,, by reason of the said injury to, has lost his said services and his contributions voluntarily to be made to her wants and necessities, in the aggregate sum of not less than dollars; that the said, by reason of said injury, as aforesaid, has been damaged in the sum of dollars, all of which defendant became bound and liable to pay plaintiffs, which it has failed and refused to do. to plaintiffs' damages as aforesaid.

Wherefore plaintiffs pray judgment of the court against defendant, which has been duly cited to appear and answer herein for their damages as aforesaid, to wit: to said the sum of dollars, and to plaintiff,, the sum of dollars, and for costs of suit, and for such other and further relief, special and general, in law and in equity, that they may be justly entitled to, etc.

.....
Attorney for Plaintiffs.

No. 614.

PETITION FOR DAMAGES AGAINST A RAILROAD COMPANY BY SURVIVING WIFE.

The State of Texas, County of In District Court of
County, Texas, Term, A. D. 19..

To the Honorable District Court of said County:

Now comes, who resides in County, Texas, hereinafter called plaintiff, complaining of the Railway Company, hereinafter styled defendant; and for cause of action plaintiff represents to the court that defendant is a railroad corporation duly incorporated and organized under the laws of the State of Texas, and is, and has been for more than years last past doing business and has its local office in the county of, in said State, with, its local agent, who resides in said county. (If suit is brought in the county where the company's principal office is situated, then state: That is the president of said corporation, and is secretary, and is treasurer thereof, and all of said persons reside in the county of).

Plaintiff alleges that she is the surviving wife of, deceased, and and are the children of plaintiff and said, deceased, and that said left surviving him no other child or children; that said is a minor, a girl about years of age, and said is a minor, a boy about years of age, who reside with plaintiff in County. And plaintiff brings this suit for the use and benefit of herself and the children above mentioned.

Plaintiff further alleges that heretofore, to wit, on or about the day of, A. D. 19.., defendant was engaged in running and propelling cars for the conveyance of passengers over a railroad owned by it, and running through the county of aforesaid; that on said day said, deceased, entered defendant's car at its station at, in said county, for the purpose of being transported as a passenger to, another station on its said road in the county of, and for a valuable consideration paid therefor defendant agreed and it became its duty to well and safely carry and transport him over its road as aforesaid; that defendant failed to carry said well and safely between the stations aforesaid, but by its agents and servants so carelessly and negligently managed and conducted itself in the premises that the car in which the said was riding was violently thrown from said road or track, and said, without fault or negligence on his part, was thereby mangled, bruised and greatly injured, and thereafter, to wit, on the day of, A. D. 19.., in consequence and by reason of said injuries, died.

And plaintiff further alleges that at the time and place of said injury as aforesaid, defendant did not manage and operate its road and its said

train of cars with reasonable care, skill and diligence; but on the contrary, managed and operated the same with gross negligence and carelessness, in this, its roadbed and track, at and near the place where said car was thrown from the track, was in an unsafe and dangerous condition; that one or more of the ties upon which the rails of said track rested were rotten or defective, all of which was well known to defendant, its agents and servants, and by reason thereof said rails, by the passage of said train, which was then and there running at a high rate of speed, were caused to spread, and said car was thereby thrown from said track as aforesaid, and the death of said, as aforesaid, was caused by the gross negligence of the defendant, its servants and agents.

Plaintiff further alleges that at the time of his death, as aforesaid, said was years of age, was in good health, and well qualified for the transaction of business; that prior to and at the time of his said death he was and for a long time had been engaged in business, and did thereby earn and receive therefrom the sum of dollars per annum, and could have continued to earn the same during the term of his natural life; that he had since his marriage with plaintiff cared for and supported his family, consisting of this plaintiff and their said children, and had provided them with all necessaries and conveniences of life, and would hereafter have maintained and educated his children above named in a manner suitable to his station in life. That the said owned no property at the time of his death, and was dependent upon his earnings in his business for the support of himself and of his family; that the plaintiff and the children of the said own no property, and were, before his death, entirely dependent on him for their maintenance and the education of his said children; that plaintiff is a weak and delicate woman, unable to work or earn a support for herself or her children.

Plaintiff alleges that by reason of the premises she and her said children have sustained actual damages in the sum of dollars. And that by reason of the gross negligence of the defendant, its officers, agents and servants, as aforesaid, she ought to recover the further sum of dollars as exemplary damages.

Wherefore plaintiff prays the court that defendant be cited to appear and answer this petition, and for judgment for the sum of dollars actual damages, and for the further sum of dollars exemplary damages; and that they be apportioned among the parties entitled thereto in such shares as the court or jury may find, for costs of suit, and for such other and further relief, special and general, in law and in equity, that they may be justly entitled to, etc.

Attorney for Plaintiff,

No. 615.

**FORM OF PETITION AGAINST RAILWAY COMPANY FOR PERSONAL
INJURIES AT INTERSECTION OF ROADS.**

The State of Texas, County of In Court of
County, Texas, Term, A. D. 19..

To the Honorable Court of said County:

Now comes, who resides in County, Texas, hereinafter called plaintiff, complaining of the Railway Company, hereinafter styled defendant; and for cause of action plaintiff represents to the court that defendant is a private corporation duly incorporated, whose line of railway extends in and through said county of, in the State of Texas, and whose local station agent at in said county is

That defendant's said railway crosses the railway of the Railway Company, hereinafter referred to as the "..... Company," at the town of in said County, the general course of the former being and and of the latter and at the said crossing; and there being no interlocking switch and signal apparatus at such crossing and no flagman kept thereat; that the rules and practice under them and custom of the said two lines of railway in propelling engines and cars over the said crossing was to bring said engines and cars to a full stop and sound two long blasts of the whistle and then proceed across, and when a train or car or cars was being pushed by an engine over the said crossing, to have in addition a flagman stationed in a conspicuous position on the front of the lead car so as to perceive the first sign of danger and immediately signal the engineer; and plaintiff alleges that the defendant company had a siding which extended immediately of the said crossing and parallel with its main line, that the same was often filled with box cars which obstructed the view of an engineer and fireman in charge of an engine bound on the line of the said "..... Company" in the direction of said crossing, of a train of defendant's main line approaching said crossing from the, and obstructed the view of the engineer and fireman in charge of such train of an approaching train on the "..... railway" from the, and that when said siding had box cars standing on the same it was highly important that the lead car of a train approaching the said crossing from the over the defendant company's line of road should have a flagman stationed in a conspicuous position thereon in order that he might see the approach of a train heading from the on the "..... track" and in order that the said train approaching the said crossing on defendant company's line might be seen by the engineer and fireman and the other members of the crew of the "..... train;" and plaintiff further alleges that when the said siding would be filled with box cars and the view obstructed as aforesaid, that the constant and invariable practice was for the defendant company to

have a flagman stationed in a conspicuous position on the lead car of a train being backed by an engine in the direction of said crossing and with the intention of crossing the same, and that plaintiff in attempting to propel his said engine and cars over the said crossing, after stopping and sounding the whistle, as hereinafter shown, relied upon the said practice being observed, and was unaware of the approach of the defendant company's said train until the collision, hereinafter set out, had practically occurred; and plaintiff says that each company recognized the method stated as the proper one for safeguarding the running of engines and cars over the said crossing, and the same was adequate and sufficient to prevent collision.

That on the day of , A. D. 19. . . , plaintiff was a locomotive engineer in the employ of the said " Company " and was in charge of a locomotive engine to which was attached some cars, and it then and there became plaintiff's duty to propel said engine and cars from the over the said crossing; that upon approaching said crossing and before reaching the same, and at a point where a man of ordinary prudence would have done, plaintiff brought his said engine and cars to a full stop, and thereupon blew two long blasts of the whistle on his said engine, and then proceeded on with his engine and cars, and that upon reaching the said crossing his engine came into collision with a car attached to a locomotive engine on defendant's said railway, which was in charge of an engineer, fireman and other employes of the defendant company, who ran the said car in front of plaintiff's said engine; that the said siding contained a number of box cars, which obstructed plaintiff's view of the approach of the defendant company's engine and car, and there was no flagman stationed in a conspicuous place on the said car so that plaintiff could see such flagman and in that way detect the approach of said engine and car; and plaintiff says he was without fault or negligence in bringing about said collision: that seeing said collision was inevitable, and being put in fear for the safety of his life and limbs, he jumped from his engine, and he says a man of ordinary prudence under the same circumstances would have jumped from the same, and that in the fall plaintiff had his right arm broken at the wrist, and the muscles, tendons and ligaments thereof torn and severed.

That the collision and plaintiff's said injuries were caused by the negligence and carelessness of defendant, its servants and employes in charge of said engine and car, whose names are unknown to plaintiff, but well known to defendant, in this, that said servants and employes in approaching said crossing, which they did with the car in advance of the engine, failed to bring the said engine and car to a full stop at a point where a man of ordinary prudence would have done under the circumstances with a view to avoiding collision at the said crossing, and failed to give any signal of the approach of said engine and car by sounding the whistle in two long blasts or in any manner, and failed to

have any flagman stationed in a conspicuous position on the front of the said car so as to perceive the approach of the said "..... train," which plaintiff was propelling, and signal the engineer of his own train of such approach; and in this, that even if the said servants and employes brought the said engine and car to a full stop and sounded the whistle and rang the bell, which is not admitted, but denied, that plaintiff did not hear the same, notwithstanding he was using ordinary care to do so, and no flagman was stationed in a conspicuous position on the front of the said car so as to perceive the approach of plaintiff's said engine and train, and the exercise of ordinary care under the circumstances required that one be so placed by defendant, and that had a flagman been so placed he could and would have seen the approach of plaintiff's train in time to have signaled the engineer to have stopped the same and thereby avoided the collision, or plaintiff could and would have seen said flagman and have stopped his train in time to have avoided the said collision.

That plaintiff at the time of said injuries was a skilled and experienced locomotive engineer and pursued the business of propelling railway locomotive engines as a vocation, and he earned on an average of dollars per month, and that his said services were well and reasonably worth that much, and that he would have continued to earn that much to this time; that the said injuries have caused the said wrist and ankle to become stiffened so that he has been unable to pursue his said vocation or to do any manual labor, and that his said injuries are permanent and incurable, and that he is thereby forever unfitted to pursue his vocation of railway locomotive engineer, and that on account of said injuries he has lost the said earnings, and has been thereby obliged to pay and become liable to pay for medicine and medical treatment the sum of dollars; that the said injuries caused him great mental and physical pain, and have rendered him a cripple for life, and his ability to earn money and make a living has been thereby permanently impaired and reduced, and all to his actual damage in the sum of dollars.

Wherefore, the premises considered, plaintiff prays that defendant be cited to appear and answer this petition according to law; that on final trial he have judgment for his said damages, dollars, for costs of suit, and for such relief, special and general, in law and in equity, that he may be justly entitled to, and he will ever pray.

.....
 Attorney for Plaintiff,

No. 616.

PETITION AGAINST RAILWAY COMPANY FOR DAMAGES BY FIRE.

The State of Texas, County of In the Court of
 County, Texas, Term, A. D. 19..

To the Honorable, Judge of said Court:

Now comes, who resides in the county of, in the State of Texas, hereinafter called plaintiff, complaining of the Railway Company, a private corporation, duly incorporated, and doing business in County, Texas, with its line of railroad extending in and through said county, with its local office at, in said county, in charge of, as its local agent, who resides in said county, hereinafter styled defendant; and for cause of action plaintiff represents to the court that he is and was on or about the day of, A. D. 19.., the owner of certain premises in the county of, in the State of Texas, described as follows (here describe the premises so as to be identified, describing the farm or premises, as the case may be); that the railroad track of defendant runs along on the side of (or runs through) the said farm (or premises) of plaintiff; that on the said day of, A. D. 19.., a certain locomotive was in use on said railroad, and was then and there attached to and drawing a train of cars at the point where said road runs by (or through) the premises of plaintiff; that said locomotive was so defectively and improperly built and constructed, and was so carelessly, negligently and unskillfully managed by the agents, servants and employes of defendant in charge thereof, that sparks of fire escaped from said locomotive, and set fire to the (here fully describe the property destroyed) of plaintiff, and totally consumed the same, to his damage in the sum of dollars.

Wherefore plaintiff prays that defendant be cited to appear and answer this petition, and for judgment for his actual damages in the sum of dollars, for costs of suit, and for such other and further relief, special and general, in law and in equity, that he may be justly entitled to, for which he will ever pray, etc.

.....
 Attorney for Plaintiff.

COMMENCEMENT OF PETITION.

1. WHERE PLAINTIFFS ARE PARTNERS.

Now comes and, plaintiffs, complaining of, defendant, and represent to the court that plaintiffs reside in the county of, and the defendant resides in the county of, in said State.

That on or about the ... day of, A. D. 19.., and, plaintiffs, were and still are partners in business, under the firm name of, etc.

2. WHERE PLAINTIFF IS A DOMESTIC CORPORATION.

Now comes the Company, plaintiff, complaining of, defendant, and represents to the court that on the day of, A. D. 19.., plaintiff was and now is a private corporation duly incorporated under and by virtue of the laws of the State of Texas, and has its principal office and place of business in the city of, in the county of

That is president, is secretary, and is treasurer of said corporation. That the defendant resides in the county of, in said State.

3. WHERE PLAINTIFF IS A FOREIGN CORPORATION.

Now comes Company, plaintiff, complaining of, defendant, and represents to the court that plaintiff is a private corporation, duly incorporated and existing under the laws of the State of; that heretofore, to wit, on the day of, A. D. 19.., plaintiff filed in the office of the Secretary of State of the State of Texas a duly certified copy of its articles of incorporation, and thereupon said officer issued to plaintiff a permit to transact business in said State. That the defendant resides in the county of, aforesaid.

4. WHERE PLAINTIFF IS A NATIONAL BANK.

Now comes the Bank, plaintiff, complaining of, defendant, and represents to the court that plaintiff is a national bank, organized and authorized to transact business under the acts of Congress, and has its office and place of business in, county of, in said State.

That the defendant resides in the county of, in said State.

No. 617.
PETITION FOR MANDAMUS.

....., Relator, vs., Commissioner of the General Land Office, et al., Respondents. In the Supreme Court of Texas.

To the Honorable Supreme Court of Texas:

Your petitioner,, relator, complaining of, Commissioner of the General Land Office, and, respondents, respectfully represents that the said relator resides in the county of and State of Texas, and that the respondent,, is the duly elected and qualified Commissioner of the General Land

Office of the State of Texas and resides in the county of Travis and State of Texas, and that the said respondent,, resides in the county of and State of Texas.

Relator further represents that heretofore, to wit, on the day of, 19.., relator filed in the General Land Office of the State of Texas, at Austin, Texas, his application in writing on a form prescribed by the Commissioner of the General Land Office for the purchase of Survey No., block, certificate, in County, Texas, containing acres of land, which said application was duly verified by the affidavit of your relator as required by law, and at the same time your relator paid into the State Treasury one-fortieth of the purchase price of said tract of land and executed and delivered to the Commissioner of the General Land Office his oath and obligation in writing for the balance of the purchase money on a regular form prescribed by the Commissioner of the General Land Office, as shown by Exhibit "A," hereto attached.

Relator further alleges that at the time of the filing of his said applications he was over twenty-one years of age, and that his said tract of land applied for as additional land to section, block, Railway Company, was within a radius of five miles of his home tract applied for, and that said tract of land was lawfully on the market for sale as a part of the public free school fund of the State of Texas, duly classified as dry grazing land and appraised at dollars per acre and subject to sale to any person complying with the law who should offer the highest price for said land, and relator further alleges that the price offered by him for said additional tract of land was the highest and only bid duly and regularly filed according to law in the General Land Office for said additional tract of land after it came on the market by reason of the expiration of the lease hereinafter mentioned, but relator further alleges that his home tract was rejected and that your relator thereby became and was entitled to be notified of said higher bid and to be given thirty days within which to designate his additional tract of land as his home tract; but the Commissioner of the General Land Office, in violation of the rights of your relator, rejected your relator's application and refused to approve same upon the ground that he had sold said section of land to under a claim of preference right to purchase same by virtue of the fact that said section of land had been leased by the Commissioner of the General Land Office to one, for years from the day of, 19.., by lease No., and by reason of the fact that the said had on the day of, 19.., in writing assigned and transferred his lease on said section to the said, which facts, the Commissioner of the General Land Office claims, gave to the said a preference right to purchase said land under which the said Commissioner of the General Land Office has attempted to sell said section of land to said

under an application to purchase same filed in the General Land Office on, 19.., a copy of which is hereto attached, marked Exhibit "B."

Your relator further alleges that the said attempted sale to the said is illegal and void, for the reason that so much of the School Land Act of 1905 as attempts to confer upon lessees and certain assignees of public free school land a preference right to purchase same, is in contravention of the Constitution of this State, and of the Bill of Rights, to wit, article 1, section 3, in that, the same is class legislation, and seeks to confer upon certain persons and classes of persons unusual and special privileges not enjoyed by and granted to other citizens of this State, and said attempted sale under such claim of preference right cannot and does not confer upon said any title to said land superior to the right of your relator to acquire same.

Relator further alleges that said attempted sale to the said, if relator's contention hereinbefore made be not sustained, is, nevertheless illegal and void, for the reason that said School Land Act of 1905 was not intended by the Legislature and does not by its terms confer a preference right to purchase school land under lease upon any other persons except those who were lessees when said act took effect or who were assignees of leases at the time said act took effect, and that said School Land Act does not by its terms confer a preference right to purchase school land upon any person who might become an assignee of a lease after the taking effect of said act, but said act was intended by the Legislature to protect only those persons who were lessees or assignees at the time of the taking effect of said act, and your relator further alleges that the said respondent,, became an assignee of said lease on said section of land on the day of, 19.., after said act took effect, and by reason of his said assignment he did not acquire any preference right to purchase said land, and that by reason of the fact that said lease for three years from, 19.., was still in force at the time of his attempted purchase in good standing, he could not acquire any title to said land by virtue of his said application to purchase same.

Relator further alleges that at the time of the filing of your relator's applications to purchase said survey on, to wit, the day of, 19.., said lease had fully expired and said land was on the market for sale, and your relator further alleges that he still desires to purchase said survey of land and to become an actual settler on same as required by law and to designate same as his home tract.

Wherefore your relator prays that the said respondents be cited to answer this petition and that upon a hearing of this cause he have judgment compelling and requiring the Commissioner of the General Land Office to cancel his said sale to the said and to approve the application of your relator, and to allow your relator to

designate said section as his home section, and to sell and award same to your relator and that the respondent,, be cited to show why said writ of mandamus should not issue, and that your relator recover all costs in this behalf expended.

.....
Attorneys for Relator.

State of Texas, County of

Before me, the undersigned authority, on this day personally appeared, one of the attorneys for relator herein, who being by me duly sworn says on oath that the facts set out in the foregoing petition for mandamus are true.

.....

Subscribed and sworn to before me, the undersigned authority, this the ... day of, 19..
(Seal.)

.....
Notary Public, County, Texas.



PLEADINGS.—ANSWERS, ETC.

Pleadings of the defendant—County and District Courts. R. S. Arts. 1262–1268 (1262–1269).

Pleadings of the defendant—Justice Courts. R. S. Arts. 1604–1605 (1574–1575).

No. 618.

EXCEPTION TO THE JURISDICTION OF THE COURT.

..... vs. No. In Court of
County, Texas, Term, A. D. 19..

And now comes the defendant in the above cause, and excepts to plaintiff's petition, and says that the same is insufficient in law, because it appears therefrom that the matter in controversy, exclusive of interest, amounts in value to less than dollars, and that this court has no jurisdiction of the subject matter of this suit.

Wherefore defendant prays judgment of the insufficiency of said petition, and that he be dismissed with his costs, etc.

.....
Attorney for Defendant,

No. 619.

EXCEPTION TO THE RIGHT OF A MARRIED WOMAN TO SUE ALONE.

..... vs. No. In Court of
County, Texas.

Now comes the defendant in the above cause and excepts to plaintiff's petition, and says that the same is insufficient in law, because it appears therefrom that plaintiff is a married woman, having a husband living.

Wherefore defendant prays judgment of the insufficiency of said petition, and that he be dismissed with his costs, etc.

.....
Attorney for Defendant,

R. S. Art. 1200 (1204).

No. 620.

EXCEPTION—NONJOINDER OF PARTIES PLAINTIFF.

..... vs. No. In Court of
County, Texas.

Now comes the defendant in the above cause and excepts to plaintiff's petition, and says that the same is not sufficient in law, because it appears that one is jointly interested with the plaintiff in the subject matter of this suit, and is a necessary party thereto.

Wherefore defendant prays judgment of the court that this suit be dismissed for want of parties and for costs of suit, etc.

.....
Attorney for Defendant,

No. 621.

EXCEPTION—MISJOINDER OF DEFENDANTS.

..... vs. et al. No. In Court of
County, Texas.

Now comes the defendant,, and excepts to plaintiff's petition, and says that the same is insufficient in law, because it appears therefrom that he is improperly joined as defendant with the defendant

Wherefore defendant prays judgment of the court that this suit be dismissed because of the improper joinder of parties, and for costs of suit, etc.

.....
Attorney for Defendant,

No. 622.

EXCEPTION—NONJOINER OF PARTIES DEFENDANT.

..... vs. No. In Court of
County, Texas.

Now comes the defendant and excepts to plaintiff's petition, and says that the same is insufficient in law, because it appears therefrom that another person, to wit,, who resides in the county of, in the State of Texas, is a necessary party, and should be joined as defendant.

Wherefore defendant prays judgment of the court that this suit be dismissed and for costs of suit, etc.

.....
Attorney for Defendant,

No. 623.

PLEA TO THE JURISDICTION.

..... vs. No. In Court of
County, Texas.

And now comes the defendant, by attorney, and says that the matter in controversy, as alleged in the plaintiff's petition, amounts in value, exclusive of interest, to less than the sum of ... dollars, to wit, the sum of ... dollars, and that the same is exclusively cognizable before a justice of the peace; and that plaintiff has falsely and fraudulently alleged the matter in controversy to amount to the sum of dollars, as mentioned in his said petition, for the purpose of giving this court jurisdiction, and this he is ready to verify.

Wherefore he prays judgment whether this court can or will take further cognizance of this suit.

.....
Attorney for Defendant,

No. 624.

PLEA OF PLAINTIFF'S COVERTURE.

..... vs. No. In Court of
County, Texas.

And now comes the defendant in the above cause, by his attorney, and says that the plaintiff, before and at the time of the commencement of this suit, was and still is married to one, then and yet her

husband, who is now living in the county of, and this he, the said defendant, is ready to verify.

Wherefore, because the said is not named in plaintiff's petition, he prays judgment of the court, and that he be dismissed with his costs, etc.

.....
Attorney for Defendant,

The State of Texas, County of

I solemnly swear that I am the defendant in the above entitled and numbered cause, and that the matters stated in the above and foregoing plea are true.

Sworn to and subscribed before me, under my official hand and seal, this the day of, A. D. 19.. .
(Seal.)

.....
Notary Public in and for County.

No. 625.

PLEA OF DEFENDANT'S COVERTURE.

And now comes the defendant in the above cause, by attorney, and says that at the time of the commencement of this suit she was and still is married to one, who is still living in the county of, and this she is ready to verify.

Wherefore, because the said is not named in plaintiff's petition, she prays judgment of the court, and that she be dismissed with her costs, etc.

.....
Attorney for Defendant.

(Add verification.)

No. 626.

PLEA OF NONJOINER OF A PARTY DEFENDANT.

Now comes the defendant in above cause, in answer to plaintiff's petition, and says that the contract mentioned and set forth in said petition, if any such was ever made, was made by defendant jointly with one, who is now living in the county of, and not by this defendant alone, and this he is ready to verify.

Wherefore, because the said is not named in plaintiff's petition, defendant prays judgment of the court, and that he be dismissed with his costs, etc.

.....
Attorney for Defendant.

(Add verification.)

No. 627.

PLEA OF PENDENCY OF ANOTHER SUIT.

Now comes the defendant, by his attorney, and says that before the commencement of this suit the said plaintiff, on the day of, A. D. 19. ., filed his petition in the Court of County, Texas, against this defendant, for the same identical cause of action in the petition in this present suit mentioned, as by the record and proceedings thereof remaining in the said Court of County, more fully appears. And the said defendant further says that the parties in this and the said former suit are the same, and not other or different persons, and that the supposed cause of action in this and the said former suit are the same, and not other or different causes of action, and the said former suit so brought and prosecuted against the said defendant by the said plaintiff as aforesaid is still pending in said court aforesaid, and this he is ready to verify.

Wherefore defendant prays judgment of the court, and that he be dismissed with his costs, etc.

.....
Attorney for Defendant.

(Add verification.)

No. 628.

PLEA OF GENERAL DENIAL.

Now comes the defendant in the above cause, by his attorney, and denies all and singular the allegations in plaintiff's petition, and of this he puts himself upon the country.

Wherefore defendant prays judgment of the court that he be discharged with his costs, etc.

.....
Attorney for Defendant.

No. 629.

PLEA OF COVERTURE OF DEFENDANT.

Now comes the defendant in the above cause, by her attorney, and says that she, the said defendant, before and at the time of making of the said several supposed promises and undertakings in said petition mentioned, was and still is the wife of one, who now resides in the county of, and this she is ready to verify.

Wherefore defendant prays judgment of the court, that she be discharged with her costs, etc.

.....
Attorney for Defendant.

No. 630.

PLEA OF INFANCY OF DEFENDANT, WHO IS STILL A MINOR.

Now comes the defendant in the above cause, by, appointed by the court as guardian ad litem of the said defendant, to defend for the said defendant in this cause, who is a minor under the age of twenty-one years, and says that the said defendant, at the time of making of the several supposed promises and undertakings in said petition mentioned, was a minor under the age of twenty-one years, to wit, of the age of years, and this he is ready to verify.

Wherefore he prays judgment of the court that defendant be discharged with his costs, etc.

.....
Guardian ad litem for Defendant.

No. 631.

PLEA OF FORMER JUDGMENT.

..... vs. No. In Court of
County, Texas.

Now comes, defendant in the above cause, by his attorney, and says that heretofore, to wit, at the term, A. D. 19. ., of the court in and for the county of, in the State of Texas, in a certain suit therein pending, No. on the docket of said court, wherein the said was plaintiff and the said was defendant, and for the same cause of action in said petition mentioned, the said plaintiff recovered judgment against said defendant for the sum of dollars and costs of suit, as by the .

record and proceedings thereof more fully appears; which said judgment still remains in full force and effect, in nowise reversed, satisfied or made void, and this the said defendant is ready to verify by the said record, to which reference is hereby made.

Wherefore he prays judgment of the court that plaintiff take nothing by his suit, and that defendant be discharged with his costs, etc.

.....
 Attorney for Defendant.

No. 632.

PLEA OF ACCOUNT STATED AND EXECUTION OF NOTE.

Now comes, the defendant in above cause, by his attorney, and represents to the court that after the accrual of the cause of action mentioned in plaintiff's petition, and before the commencement of this suit, to wit, on the day of, A. D. 19.., an account was had and stated by and between the said plaintiff and defendant, of and concerning the said several sums of money in the said petition mentioned, a copy of which account is herewith filed, marked Exhibit "A," and made a part of this answer, and upon that occasion he, the said defendant, was then found in arrears and indebted to plaintiff in the sum of dollars, for which sum defendant then made and delivered to plaintiff his certain promissory note in writing, bearing date on the day of, A. D. 19.., whereby he, the said defendant, promised to pay to the plaintiff, or his order, on the day of, A. D. 19.., the sum of dollars aforesaid, and the said plaintiff then and there accepted and received the said promissory note in satisfaction of the said sum of dollars due as aforesaid; and by reason thereof he, the said defendant, then and there became and still is liable to pay the said sum of dollars in said promissory note mentioned according to the tenor and effect thereof, and this he is ready to verify.

Wherefore defendant prays judgment of the court that plaintiff take nothing by this suit, and that defendant be discharged with his costs, etc.

.....
 Attorney for Defendant.

No. 633.

PLEA OF RELEASE.

Now comes the defendant in the above cause, by his attorney, and represents to the court that after the accrual of the cause of action mentioned in plaintiff's petition, and before the commencement of this suit, to wit, on the day of, A. D. 19. ., the said plaintiff, for a valuable consideration, by his certain writing of release, dated on the day of, A. D. 19. ., did release and forever quitclaim unto this defendant all causes of action, claims and demands which he, the said plaintiff, then had against the said defendant, for any matter, cause or thing whatsoever, and in particular did then and there release to the said defendant the cause of action set out in his petition, and this he is ready to verify.

Wherefore defendant prays judgment of the court that plaintiff take nothing by his suit, and that he be discharged with his costs, etc.

.....
 Attorney for Defendant.



No. 634.

PLEA OF COUNTERCLAIM.

Now comes the defendant in the above cause, by his attorney, and says that the said plaintiff, before and at the time of the commencement of this suit, to wit, on the day of, A. D. 19. ., was and still is indebted to this defendant in the sum of dollars, for divers goods, wares and merchandise, specified in the account hereto attached, marked Exhibit "A," and made a part of this answer, sold and delivered by this defendant to said plaintiff at his special instance and request, in consideration whereof the said plaintiff promised and became liable and bound to pay defendant the prices charged therefor in said account mentioned, which said sum of money so due and owing to this defendant as above set forth exceeds the damages sustained by the said plaintiff by reason of the matters alleged in his petition, and out of which said sum this defendant is ready and willing, and hereby offers to offset and allow to the said plaintiff the full amount of his said damages, and this he is ready to verify; and for the sum of dollars, due and owing this defendant as aforesaid, after allowing and offsetting the damages aforesaid of said plaintiff, this defendant prays judgment and for costs of suit, etc.

.....
 Attorney for Defendant.

No. 635.

PLEA OF TENDER.

..... vs. No. In Court of
County, Texas.

Now comes the defendant in the above cause, by his attorney, and denies all and singular the allegations in plaintiff's petition, except as to the sum of dollars (the amount tendered), and of this he puts himself upon the country.

Wherefore he prays judgment of the court, etc.

.....
Attorney for Defendant.

And for further plea in this behalf, defendant says that when the said sum of dollars, part of the sum of money mentioned in plaintiff's petition, became due and payable, he, the said defendant, was and from thence hitherto has been and still is ready and willing to pay the same; and that heretofore, before the commencement of this suit, to wit, on the day of, A. D. 19.., he tendered and offered to pay to the said plaintiff the said sum of dollars, to receive which of the said defendant the said plaintiff then and there wholly refused; and the said defendant now brings the said sum of dollars so tendered into court here, ready to be paid to the said plaintiff, if he will accept the same, and this he is ready to verify.

Wherefore he prays judgment of the court that he be discharged with his costs, etc.

.....
Attorney for Defendant.

No. 636.

PLEA OF NON EST FACTUM.

Now comes, defendant in the above cause, in answer to plaintiff's petition, and says that the note or instrument in writing mentioned in said petition was not signed or executed by him, nor by any person authorized by him to sign or execute it for him; that said instrument of writing was made without defendant's knowledge or consent, and that he has never at any time since ratified or confirmed the same.

Wherefore defendant says that said note or instrument in writing is not his act and deed, and of this he puts himself upon the country.

(Add verification.)

No. 637.**PLEA OF ACCORD AND SATISFACTION.**

Now comes the defendant in the above cause, by his attorney, and says that before the commencement of this suit, to wit, on the . . . day of, A. D. 19.., he, the said defendant, paid to the said plaintiff the sum of dollars, in full satisfaction and discharge of the cause of action in said petition mentioned, and of all damages by the said plaintiff sustained by reason thereof, which said sum of dollars the said plaintiff then and there accepted and received of and from the said defendant, in full satisfaction and discharge of his said cause of action, and of the damages by the said plaintiff sustained, and this he is ready to verify.

Wherefore defendant prays judgment of the court that he be discharged with his costs, etc.

.....
Attorney for Defendant.

No. 638.**PLEA OF FAILURE OF CONSIDERATION.**

Now comes the defendant in the above cause, in answer to plaintiff's petition (or cause of action, if pleading is oral), and says that heretofore, to wit, on the . . . day of, A. D. 19.., plaintiff sold to defendant a certain (here describe the property sold), for the sum of dollars, for which defendant executed and delivered to plaintiff the said promissory note described in plaintiff's petition; that at the time of said sale and the execution of said note, and in consideration thereof, plaintiff warranted said to perform (or work) well, and afterward, on or about the . . . day of, A. D. 19.., said was fairly tried and used, but did not perform (or work) well, and was and is utterly worthless and of no value to defendant (or here state such facts of warranty and failure as may be applicable to the case), all of which plaintiff then and there had notice.

That afterward, to wit, on the . . . day of, A. D. 19.., defendant offered to return said to the plaintiff, who then and there refused to receive the same. Wherefore defendant says that the consideration for which said note was given has wholly failed, and this he is ready to verify.

Wherefore defendant prays judgment of the court that plaintiff take nothing by his suit and that he be discharged with his costs, etc.

.....
Attorney for Defendant

(Above plea must be sworn to.)

No. 639.

EXCEPTION AND PLEA OF LIMITATION.

..... vs. No. In Court of
 County, Texas.

Now comes the defendant in the above cause, by his attorney, and excepts to plaintiff's petition in this, that it appears therefrom that plaintiff's cause of action as therein stated acerued more than years before the commencement of this suit, and the same is barred by the statute of limitation, and of this he prays judgment of the court.

And for answer herein, if such be necessary, defendant says that plaintiff's cause of action, if any he had, acerued more than years before the commencement of this suit, and the same is barred by limitation, and this he is ready to verify.

Wherefore defendant prays judgment of the court that plaintiff take nothing by his suit, and that he be discharged with his costs, etc.

.....
 Attorney for Defendant.

R. S. Art. 3371 (3220).

No. 640.

ANSWER CONTAINING GENERAL AND SPECIAL EXCEPTIONS AND GENERAL DENIAL.

..... vs. No. In Court of
 County, Texas.

Now comes defendant in the above cause, by his attorney, and excepts to plaintiff's petition herein, and says that the same is not sufficient in law to require him to answer, and should be dismissed.

Wherefore defendant prays judgment of the court, and that he be discharged with his costs, etc.

.....
 Attorney for Defendant.

And for special cause of exeption defendant shows the following:
(here set out fully the special grounds of exceptions, giving the number of each, if more than one).

Wherefore defendant prays judgment of the court, etc.

.....
 Attorney for Defendant.

And for answer herein, if such be necessary, without waiving any of his exceptions herein but still insisting on the same, this defendant denies each and every allegation in plaintiff's petition contained, and

says that the same are not true in whole or in part; and of this he puts himself upon the country.

Wherefore defendant prays judgment of the court that plaintiff take nothing by his suit, and that he go hence without day with his costs, etc.

.....
Attorney for Defendant.



No. 641.

FORM OF ANSWER OF RAILWAY COMPANY FOR INJURIES BY COLLISION AT INTERSECTION OF ROADS.

..... vs. No. In Court of
County, Texas, Term, A. D. 19..

Now comes the defendant, by its attorney, and excepts to plaintiff's original petition herein filed, and says the same is insufficient in law, and should be stricken out.

Wherefore he prays judgment of the court, etc.

.....
Attorney for Defendant.

And for special exceptions herein, defendant says:

1. Said petition on its face shows that plaintiff was guilty of contributory negligence which was the proximate cause of the injuries complained of by plaintiff in his said petition.

2. That part of plaintiff's said petition which alleges that defendant's side track of the "..... road" and of the placing of box cars thereon by defendant, are improper and ought to be stricken out, because defendant has the legal right to have said side tracks thereat and to place its box cars thereon without increasing its liability to plaintiff, and without devolving upon it any greater duties to plaintiff in the matters alleged in his petition.

Wherefore defendant prays judgment of the court, etc.

.....
Attorney for Defendant.

And for answer herein, if such be necessary without waiving any of his exceptions herein, defendant denies all and singular the allegations contained in plaintiff's said petition, and says that the same are not true in whole or in part, and of this it puts itself upon the country.

Wherefore defendant prays judgment of the court, etc.

.....
Attorney for Defendant.

And further answering to said petition, defendant says that plaintiff, at the time of the alleged accident, was engineer of the "..... Railway Company's train," which collided with the box car on defendant's road at the crossing of said company's track at, and that plaintiff contributed to said accident and to his own injuries, if any he suffered, by running the said engine and train of which he was engineer at an unusual and unlawful rate of speed, to wit, at the rate of miles per hour, when the ordinance of the city of, within whose corporate limits said collision occurred and the rules of both of said railway companies, aforesaid, forbade the running of any trains within the corporate limits of said city at a higher rate of speed than miles per hour, and the said ordinance of said city affixed a penalty for the violation thereof, and that there had been, up to a few hours before the said collision, kept and maintained at said crossing, jointly by said two railway companies, a crossing gate, but which gate was then and there torn down, and which fact was known to plaintiff or could have been known to him by the exercise of ordinary care, as he passed said crossing frequently, and which fact of said gate being torn down was unknown to defendant's crew at the time of said alleged accident, who had not passed said crossing for some time prior to said alleged collision; and that plaintiff knowing that said gate was down and that there was no flagman at said crossing or other device for giving a signal thereat, should have taken such steps as were reasonably necessary to satisfy himself that said crossing was clear and that no train was approaching thereto from defendant's road before entering upon said crossing; that notwithstanding plaintiff's knowledge of these facts and of his duty, as aforesaid, and while so running said train toward said crossing, he failed to stop his train before entering upon said crossing, as required by law and by the rules of both of said companies, and failed to give any signal by whistle or bell or otherwise, as required by law and by the rules of both of said companies, and failed to use any care or precaution to prevent said collision, and ran into defendant's box car while running at said high rate of speed, and while defendant's box car was then and there on the crossing and entitled to the right of way at said crossing, and was then being properly and carefully handled by defendant's agents and servants, who were careful and skillful trainmen, the law and said rules above mentioned requiring that plaintiff, under the circumstances mentioned, should have brought his train to a full stop and should have given signals by whistle and bell before approaching said crossing and at a reasonably safe distance therefrom, all of which plaintiff then and there failed and refused to do, and in these particulars he was guilty of gross contributory negligence which caused the collision, and approximately caused the injuries complained of, if any he received, and that plaintiff prior to said accident was in the habit of passing said crossing at an unlawful and unusual rate of speed, as aforesaid, without stopping or giving signals, as required by law and the rules of said

companies, and plaintiff was careless, unskillful and negligent in the operation of his said engine, and that by reason of the premises he is not entitled to recover any damages herein.

Wherefore defendant prays judgment of the court, etc.

.....
Attorney for Defendant.

No. 641 1-2.

ANSWER—TRESPASS TO TRY TITLE—PLEA OF NOT GUILTY.

..... vs. No. In Court of
County, Texas.

Now comes the defendant in the above entitled and numbered cause, by his attorney, and says that he is not guilty of the injury complained of in the petition filed by the plaintiff against him, and of this he puts himself upon the country.

Wherefore he prays judgment of the court that he go hence without day, and recover of plaintiff all costs in this behalf incurred.

.....
Attorney for Defendant.

R. S. Art. 5256 (4792).

Under such plea of not guilty the defendant may give in evidence any lawful defense to the action, except the defense of limitation, which shall be specially pleaded.

R. S. Art. 5257 (4793).

If the defendant claims an allowance for improvements he shall state the facts entitling him to the same.

Such plea or any other answer to the merits shall be an admission by the defendant, for the purpose of that action, that he was in the possession of the premises sued for, or that he claimed title thereto at the time of commencing the action, unless he states distinctly in his answer the extent of his possession or claim, in which case it shall be an admission to such extent only.

R. S. Art. 5258 (4794).

Where the defendant claims part of the premises only, the answer shall be equivalent to a disclaimer of the balance.

R. S. Art. 5269 (4805).

No. 642.

PLEA FOR VALUABLE IMPROVEMENTS MADE IN GOOD FAITH.

..... vs. No. In District Court of
County, Texas.

Now comes the defendant in the above entitled and numbered cause, by his attorney, and represents to the court that he and those under whom he claims have had adverse possession, in good faith, of the premises in controversy and described in plaintiff's petition, for more than one year next before the commencement of this suit.

That on or about the day of, A. D. 19.., one was in possession of said premises claiming under a regular chain of title from one, to whom said land was granted by the State of Texas by patent, and said premises were sold under an execution issued out of the Court of County, Texas, under a judgment rendered in said court on or about the day of, A. D. 19.., in a suit therein pending, wherein was plaintiff and said was defendant, and became the purchaser thereof at said sale, and received a deed therefor, duly executed by the officer making said sale; that afterward said, by his deed duly executed, conveyed the said premises to this defendant, for a valuable consideration paid to him by this defendant, and this defendant believed, and had good reason to believe, that he thereby acquired a good and valid title thereto. And defendant further says that he and those under whom he claims have made permanent and valuable improvements on said land and premises during the time they have had such possession, as follows, to wit (here state the improvements made, stating the items and value specifically).

Wherefore defendant prays the court that he may have judgment for the value of said improvements aforesaid, should judgment be herein rendered for plaintiff for said premises, or any part of the same, on which said improvements are situated, etc.

.....
Attorney for Defendant.

R. S. Art. 5277 (4813).

No. 643.

PLEA OF THREE YEARS' POSSESSION AND LIMITATION.

..... vs. No. In District Court of
County, Texas.

Now comes the defendant, and for further plea in this behalf, and says that plaintiff ought not to have and maintain his aforesaid cause of action against him, because he says that he has had and held peaceable, continuous and adverse possession under title (or color of title)

from and under the State of Texas, of the lands and tenements claimed in said plaintiff's petition, for more than three years after plaintiff's cause of action accrued, and before the commencement of this suit, and this he is ready to verify.

Wherefore he prays judgment of the court that plaintiff take nothing by his suit, that he go hence without day and recover of the plaintiff all costs in this behalf expended, etc.

.....
Attorney for Defendant.

R. S. Art. 3340 (3191).

No. 644.

**PLEA OF THREE YEARS' POSSESSION AND LIMITATION AS TO PART,
NOT GUILTY AS TO THE RESIDUE.**

Now comes the defendant, and for further plea in this behalf, and says that plaintiff ought not to have and maintain his aforesaid cause of action against him, because he says that, claiming to be the true and lawful owner of acres of land situated in County, Texas, out of the survey, with metes and bounds as follows: (here describe the land), he has had and held under color of title, from and under the State of Texas, peaceable, continuous and adverse possession of the lands and tenements above described, for a period of more than three years after plaintiff's cause of action accrued, and before the commencement of this suit; and further says that he is not guilty of any of the said supposed wrongs, injuries and trespasses in said plaintiff's petition complained of against him, in manner and form as therein alleged, all of which he is ready to verify.

Wherefore defendant prays judgment of the court, that plaintiff take nothing by his suit, that he go hence without day, and recover of the plaintiff all costs in this behalf expended, etc.

.....
Attorney for Defendant.

No. 645.

PLEA OF FIVE YEARS' POSSESSION AND LIMITATION.

Now comes the defendant, and for further plea in this behalf and says, that plaintiff ought not to have and maintain his aforesaid cause of action against him, because he says that he (and those whose estate he has), claiming the same under a deed (or deeds, as the case may be), duly registered, has had peaceable, continuous and adverse possession of the lands and tenements claimed in said plaintiff's petition, culti-

vating (or using or enjoying) the same, and paying all taxes due thereon, for a period of more than five years after plaintiff's cause of action accrued, and before the commencement of this suit, and this he is ready to verify.

Wherefore defendant prays judgment of the court, etc.

R. S. Art. 3342 (3193).

.....
Attorney for Defendant.

No. 646.

PLEA OF TEN YEARS' POSSESSION AND LIMITATION.

Now comes the defendant, and for further plea in this behalf and says, that plaintiff ought not to have and maintain his aforesaid cause of action against him, because he says that he, claiming to have good and perfect right and title to the land, situated in County, Texas, bounded and described as follows, to wit (here describe the land so as to include the improvements), being part of the lands and tenements claimed in said plaintiff's petition, has had and held peaceably the land claimed, and adverse possession of the same, cultivating, using or enjoying the same for a period of more than ten years after plaintiff's cause of action accrued and before the commencement of this suit, and this he is ready to verify.

Wherefore defendant prays judgment of the court, etc.

R. S. Art. 3343 (3194).

.....
Attorney for Defendant.

No. 647.

PLEA OF TITLE UNDER WRITTEN MEMORANDUM AND TEN YEARS' POSSESSION WITHOUT INCLOSURE OF THE WHOLE.

Now comes the defendant in the above cause, and for further plea in this behalf, and says that plaintiff ought not to have and maintain his aforesaid cause of action against him, because he says that he now has and has had peaceable, continuous and adverse possession of the land mentioned in plaintiff's petition, cultivating, using and enjoying the same for the period of ten years after the plaintiff's cause of action accrued, and before the commencement of this suit, taken and held under a written memorandum of title, specifying the boundaries of said tract, and duly recorded on the day of, A. D. 19.., in the office of the county clerk of County, Texas, and this he is ready to verify.

Wherefore defendant prays judgment of the court, etc.

R. S. Art. 3344 (3195).

No. 648.

PLEA OF TITLE UNDER TEN YEARS' POSSESSION WITH INCLOSURE.

Now comes the defendant, and for further plea in this behalf, and says that the plaintiff ought not to have and maintain his aforesaid cause of action against him, because he says that he now has and has had peaceable and adverse possession by an actual inclosure of the land and tenements mentioned in plaintiff's petition, cultivating, using and enjoying the same for the period of ten years after plaintiff's cause of action accrued, and before the commencement of this suit, and this he is ready to verify.

Wherefore defendant prays judgment of the court that plaintiff take nothing by his suit, and that he go hence without day, and recover of the plaintiff all the costs in this behalf expended, and for such relief that he may be justly entitled to, etc.

.....
Attorney for Defendant.

The peaceable and adverse possession contemplated in article 3343 (3194), as against the person having right of action, shall be construed to embrace not more than one hundred and sixty acres, including the improvements or the number of acres actually inclosed, should the same exceed one hundred and sixty acres; but when such possession is taken and held under some written memorandum of title, other than a deed, which fixes the boundaries of the possessor's claim and is duly registered, such peaceable possession shall be construed to be coextensive with the boundaries specified in such instrument.

R. S. Art. 3344 (3195).

SEQUESTRATION.

R. S. Arts. 4864-4888 (4489-4513).

In what cases writs of sequestration can issue.

R. S. Art. 4864 (4489).

No sequestration shall issue in any cause until the party applying therefor shall file an affidavit in writing, stating, etc.

R. S. Art. 4865 (4490).

No. 649.

AFFIDAVIT FOR WRIT OF SEQUESTRATION.

The State of Texas, County of In District Court of
 County, Texas, Term, A. D. 19..
 vs.

To the Honorable, Judge, or, Esq., Clerk of
 said Court:

Now comes your petitioner,, plaintiff in the above
 entitled cause, and applies for a writ of sequestration in this cause, and
 says that she is the lawful wife of, defendant herein.
 That on the day of, A. D. 19.., she filed in this court this
 suit against her husband, for divorce. That your petitioner is the
 owner in her own separate right of separate property as follows
 (here describe each article, with its value); that she is the owner in
 her own separate right of the whole (or if an interest only, specify such
 interest) of said described property, and is entitled to the possession
 thereof. All of this said property, aggregating the value of
 dollars, is situated in County, Texas.

Petitioner says that she fears her said husband,, will
 remove her said separate property beyond the limits of said
 County, during the pendency of said suit for divorce (or, as the case
 may be, that she fears her said husband, pending said suit for divorce,
 will waste her said property, or their common property, or the fruits or
 revenues produced by either, or that he will sell or otherwise dispose
 of it so as to defraud her of her just right to or in the same); wherefore
 plaintiff prays that a writ of sequestration issue in this cause to the
 sheriff or any constable of County, Texas, commanding him to
 take into his possession the property herein described, and keep the same
 subject to the further orders of this honorable court, unless the same
 be replevied according to law.

Sworn to and subscribed before me, this the day of,
 A. D. 19..

(Seal.)

R. S. Art. 4865 (4490).

No. 650.

AFFIDAVIT FOR SEQUESTRATION.

The State of Texas, County of In District Court of
County, Texas, Term, A. D. 19..
..... vs. No.

To the Judge or Clerk of said Court:

Now comes your petitioner,, plaintiff in the above
entitled cause, and applies for a writ of sequestration in this cause, and
says that on the ... day of, A. D. 19., he filed in this court
this suit against defendant,, for the title (or possession,
as the case may be) of the following described real property, situated in
..... County, Texas, to wit (here describe the property),
valued at the sum of dollars. Petitioner says that he is the owner
of said property, and is entitled to the possession thereof; that your
petitioner fears the defendant, the said (or the person in
possession thereof, as the case may be), will make use of his possession
to injure such property (or waste or convert to his own use the fruits
or revenue produced by the same, as the case may be). Wherefore
plaintiff prays that a writ of sequestration issue in this cause to the
sheriff or any constable of County, Texas, commanding him to
take into his possession the property herein described, and keep the same
subject to the further orders of this honorable court, unless the same
be replevied according to law.

.....

Sworn to and subscribed before me, this the ... day of,
A. D. 19..

(Seal.)

.....

R. S. Art. 4864 (4489).



No. 651.

AFFIDAVIT FOR SEQUESTRATION.

..... vs. No. In Justice Court, Precinct
No., of County, Texas.

To, Justice of the Peace of said Court:

Now comes, plaintiff in the above entitled and numbered
cause, and applies for a writ of sequestration in this cause, and
says that on the ... day of, A. D. 19., he filed in this court
this suit against defendant,, for the foreclosure of a mort-
gage (or the enforcement of a lien, as the case may be), executed by
..... in favor of, dated the ... day of,
A. D. 19., on the following described personal property, to wit:.....
of the value of \$.....; of the value of \$.....;

of the value of \$, of the total value of dollars; said property being situated in the county of, State of Texas, and being in the possession of; that he fears that the said, defendant (or person in possession thereof, as the case may be) will injure (or ill treat, or waste, or destroy such property, or remove said property out of the limits of County, Texas, during the pendency of the suit, as the case may be); that said mortgage is a valid subsisting lien on said property above described and is still in existence; that the same is just and unsatisfied, and the amount of the same still unsatisfied is dollars, which was due on the day of, A. D. 19. .; that plaintiff,, is the legal owner and holder of said debt and mortgage so sought to be enforced and foreclosed.

Wherefore plaintiff prays that a writ of sequestration issue in this cause to the sheriff or any constable of County, Texas, commanding him to take into his possession the property herein described, and keep the same subject to the further orders of this court, unless the same be replevied according to law.

Sworn to and subscribed before me, this the day of, A. D. 19. .

(Seal.)

R. S. Art. 4864 (4489).

There are seven statutory grounds for sequestration, and the above forms can be varied to suit the same.

No. 652.

BOND FOR SEQUESTRATION.

. vs. In Court of County, Texas, Term, A. D. 19. .

Know all men by these presents, that we,, as principal, and and, as sureties, acknowledge ourselves bound to pay to, defendant in the above entitled cause, the sum of dollars, conditioned that the said will pay to the defendant,, all damages that may be awarded against him, and all costs, in case it shall be decided that the writ of sequestration in the said cause was wrongfully issued.

Witness our hands this the day of, A. D. 19. .

Filed and approved this the day of, A. D. 19. .

R. S. Art. 4867 (4492).

Said bond must be signed by two or more good and sufficient sureties payable to the defendant for a sum of money not less than double the value of the property, as stated in the affidavit, approved by the judge, clerk or justice of the peace, as the case may be.



No. 653.

WRIT OF SEQUESTRATION.

..... vs. No. In Justice Court, Precinct
No. County, Texas.

The State of Texas. To the Sheriff or any Constable of County
— Greeting: -

Whereas, in the above entitled and numbered cause, now pending in this court,....., the plaintiff, has made affidavit against, the defendant, showing that plaintiff has a valid subsisting mortgage lien on the following described personal property, situated in County, Texas, to wit (here describe the property); that he fears the defendant will injure said property, and has given bond as required by law: You are therefore hereby commanded that you take possession of said above described property, if to be found in your county, and keep the same subject to the future order of our justice court of precinct No., in and for the county of, in said cause, unless the same be replevied according to law.

Herein fail not, but have you this writ, with your return thereon, showing how you have executed the same, before our said court at its next regular term, to be holden at, in said county of, on the day of, A. D. 19..

Witness my official signature at, this day of, A. D. 19..

.....
Justice of the Peace, Precinct No., County, Texas.
R. S. Art. 4869 (4494).

No. 654.

OFFICER'S RETURN.

Came to hand on the day of, A. D. 19.., at o'clock . . m., and executed the day of, A. D. 19.., at o'clock . . m., by taking possession of the following described property, at, in County, Texas, which is now retained in my custody, to wit (here describe the property). (Or if defendant has replevied: And the defendant having replevied the same and delivered to me his replevy bond, which is herein returned, he was permitted to retain possession of the same.) The distance actually traveled in the execution of such process is miles.

.

Sheriff (or Constable) of County, Texas.

No. 655.

REPLEVY BOND BY DEFENDANT.

. vs. No. In Court (or Justice Court, Precinct No., as the case may be), County, Texas.

Whereas, in the above entitled and numbered cause a writ of sequestration, dated,, 19.., was on the day of, A. D. 19.., issued out of said court in favor of the said plaintiff,, and was placed in the hands of, sheriff (or constable, as the case may be) of County, Texas, for service who, under and by virtue of said writ of sequestration, on the day of, A. D. 19.., took into his possession the following described property, to wit (here describe the property), and which said property has been appraised by said, sheriff (or constable, as the case may be), at dollars:

Now therefore the said defendant,, having been permitted by the said sheriff (or constable, as the case may be) to retain possession of the said property, we, the said, as principal, and and, as sureties, acknowledge ourselves bound to pay, plaintiff in said cause, the sum of dollars (not less than double the value of the property), conditioned that the defendant (if the property seized be real estate, condition must be: will not injure said property, and that he will pay the value of the rents of the same in case he shall be condemned so to do) will not remove said property out of the county of, State of Texas (or will not commit the particular wrong charged in the affidavit as feared), and that he will have said property, with the value of the

fruits, hire or revenue thereof, forthcoming to abide the decision of the court, or will pay the value thereof, and of the fruits, hire or revenue of the same, in case he shall be condemned so to do.

Witness our hands this the day of, A. D. 19..

.....
.....
.....

Approved this the day of, A. D. 19..

.....
Sheriff (or Constable) County, Texas.

R. S. Art. 4873 (4498).

Bond in case of personal property, see R. S. Art. 4874 (4499).

Bond in case of real property, see R. S. Art. 4875 (4500).

No. 656.

REPLEVY BOND BY PLAINTIFF.

..... vs. No. In Court,
County, Texas.

Whereas, in the above entitled and numbered cause a writ of sequestration, dated,, 19.., was on the day of, A. D. 19.., issued out of said court in favor of the said plaintiff,, and was placed in the hands of, sheriff (or constable, as the case may be) of County, Texas, for service, who, under and by virtue of said writ of sequestration, on the day of, A. D. 19.., took into his possession the following described property, to wit, (here describe the property), and which said property has been appraised by said, sheriff (or constable, as the case may be) at dollars; and said property having been delivered by the said, sheriff (or constable) as aforesaid, to the said, plaintiff: Now therefore we, the said, as principal, and and, as sureties, acknowledge ourselves bound to pay to the said, defendant, the sum of dollars (double the value of the property), conditioned that said property, together with the fruits, hire, revenue and rent of the same, shall be forthcoming to abide the decision of the court.

Witness our hands this the day of, A. D. 19..

.....
.....
.....

Approved this day of, A. D. 19..

.....
Sheriff (or Constable) County, Texas.

R. S. Art. 4880 (4505).

If said property is not replevied by the defendant within ten days after the levy of the writ, if such defendant, his agent or attorney, is present in the county, or within twenty days if absent from the county at the time of such levy, said property may be replevied by the plaintiff.

No. 657.

APPLICATION FOR ORDER OF SALE OF PERISHABLE PROPERTY.

..... vs. No. In Court,
 County, Texas, Term, A. D. 19..

Now comes, plaintiff (or, defendant, as the case may be) in the above entitled and numbered cause, and makes this application to the court for a sale of the following described property, seized by the sheriff (or constable, as the case may be) of County, Texas, on the day of, A. D. 19.., under a writ of sequestration issued in said cause, to wit, (here describe the property). Being duly sworn, applicant says that ten days expired since the levy of said writ of sequestration and that the said property has not been replevied, but remains in the hands of the said sheriff (or constable, as the case may be), and that said property (or some specified part thereof) is likely to be wasted (or destroyed, or become greatly depreciated in value) by keeping, and that the debt sued for in said cause had become due on the day of, A. D. 19.., and is now due and payable (or is not yet due, but will be due on the day of, A. D. 19..).

.....

Sworn to and subscribed before me, this the day of,
 A. D. 19..

(Seal.)

.....

I certify that the above affidavit is true.

.....
 Sheriff (or Constable) County, Texas.

No. 658.

ORDER OF JUDGE HEREON.

The State of Texas, County of In Vacation, this day of, A. D. 19..

The above and foregoing affidavit and certificate being this day presented and considered by the court, it is ordered that the sheriff (or constable) of County, Texas, proceed to sell the property described in said affidavit, as under execution, and that he make due return thereof according to law, pursuant to an order of sale to be issued.

Judge Court County, Texas.

R. S. Art. 4883 (4508).

If the suit is on demand not due, the above order should further state: "And it appearing to the court that said demand is not yet due, it is further ordered that a credit be given to the purchaser at the sale until said demand becomes due, on, to wit, the day of, A. D. 19..

R. S. Art. 4886 (4511).



No. 659.

ORDER OF SALE.

The State of Texas. To the Sheriff of County, Texas — Greeting:

., plaintiff (or, defendant, as the case may be) in cause No., vs., pending in the Court of County, Texas, having applied for and obtained an order to sell certain property seized by you under and by virtue of a writ of sequestration issued out of said court in said cause, the said property being described as follows (here describe the property):

Now therefore you are commanded to sell said property as under execution, first giving ten days' notice of the time and place of sale, as required by statute. (If suit is for debt not due, "you are further commanded to make said sale on credit, until the day of, A. D. 19.., taking a bond from the purchaser, with two or more good and sufficient sureties, payable to you as sheriff of County, Texas, in the sum of dollars (not less than double the amount of the purchase money), conditioned that such purchaser shall pay such purchase money at the expiration of the time given.")

Herein fail not, and within five days after making such sale you will pay the proceeds of the same to the clerk of our said court (or return the bond of the purchaser, as the case may be), and have you then and there this writ, with your return thereon, showing how you have executed the same.

Witness, Clerk of the Court of County, Texas, this the day of, A. D. 19..

.....
Clerk Court, County, Texas.

Issued this the day of, A. D. 19..

.....
Clerk Court, County, Texas.

R. S. Art. 4884 (4509).

SHERIFF'S RETURN.

Came to hand on the day of, A. D. 19.., at ... o'clock .. m., and executed by selling the following described property, to wit: (here describe the property), on the day of, A. D. 19.., at the courthouse door of the county of, first having given notice of the time and place of said sale for ten consecutive days, by posting written notice at three public places in said county, one of which was at the courthouse door of said county, at which sale said property was struck off to for the sum of dollars, he being the highest bidder therefor, and I herewith return the proceeds of said sale, to wit, the sum of dollars (or the bond of the purchaser) into court.

.....
Sheriff County, Texas.

R. S. Art. 4885 (4510).

No. 660.

BOND OF PURCHASER.

..... vs. No. In Court, County, Texas.

Whereas, under an order of sale issued out of said court in said cause, on the day of, A. D. 19.., the following described property (here describe the property), seized by, sheriff (or constable) of County, Texas, under and by virtue of a writ of sequestration, issued in said cause, was, on the day of, A. D. 19.., by the said sheriff (or constable) sold on credit until the day of, A. D. 19.. (here give the date when plaintiff's debt matures) to for the sum of dollars: Now there-

fore we,, as principal, and and, as sureties, acknowledge ourselves bound to pay to the sheriff (or constable) of County, Texas, the sum of dollars (double the amount of the purchase money), conditioned that the said shall pay said purchase money at the expiration of the time given, to wit, on the day of, A. D. 19..

.
.
.

Approved this the day of, A. D. 19..

.
Sheriff (or Constable) County, Texas.

R. S. Art. 4887 (4512).

Said bond shall be in a sum of not less than double the amount of the purchase money, and shall be returned by the officer taking the same to the court issuing the order of sale.

R. S. Art. 4888 (4513).



PERSONAL ATTENDANCE OF WITNESSES.

R. S. Arts. 2264-2272 (2209-2217).

No. 661.

SUBPENA.

The State of Texas. To the Sheriff or any Constable of County.
— Greeting:

You are hereby commanded that you summon to be and appear before the Court of County, to be held at the courthouse in the town of, in said county, on the day of, A. D. 19.., then and there to testify as a witness in behalf of the plaintiff (or defendant, as the case may be), in a certain suit now pending in said court, wherein is plaintiff and is defendant, and that he continue his attendance from day to day and from term to term, until discharged by the court.

Herein fail not, but have you then and there before said court this writ, with your return thereon, showing how you have executed the same.

Witness my official signature at, on this the day of, A. D. 19..

.
Clerk of Court, County, Texas.

R. S. Art. 2265 (2210).

No. 663.**SUBPŒNA DUCES TECUM.**

The State of Texas. To the Sheriff or any Constable of County, said State — Greeting:

You are commanded to summon to be and appear before the Court of County, to be held at, in said county, on the... day of, A. D. 19.., then and there to testify as a witness in behalf of the in a civil action pending in said court, entitled and numbered on the civil docket of said court, vs., No., and that he bring with him and produce in said court, at said time and place, a certain (here describe the instrument to be produced), desired as evidence in said civil action, to wit: in a certain suit now pending in said court, wherein is plaintiff and is defendant, and that he continue his attendance from day to day and from term to term, until discharged by the court.

Herein fail not, but of this writ make due return, showing how you have executed the same.

Witness my official signature at, on this the ... day of, A. D. 19..

.....
Clerk Court, County, Texas.
By, Deputy.

No. 664.**ATTACHMENT FOR WITNESS DISOBEYING A SUBPŒNA.**

The State of Texas. To the Sheriff or any Constable of County — Greeting:

You are hereby commanded that you attach, and bring him forthwith personally before our Court, held in and for the county of, at the courthouse thereof on the ... day of, A. D. 19.., to answer for certain contempts against said court in not obeying a writ of subpœna, commanding him to appear at the courthouse thereof, in the town of, on the ... day of, A. D. 19.., before said court (or if before a justice of the peace, add: at my office, instead of at the courthouse, and before me, instead of before said court), to testify in a suit there to be tried between, plaintiff, and, defendant, on the part of the plaintiff (or defendant, as the case may be); and you are further commanded to detain him in your custody until he shall be duly discharged.

Herein fail not, but of this writ, and how you have executed the same, make due return.

Witness, Clerk of the Court of County.

Given under my hand and the seal of said court, at office in the town of this day of, A. D. 19..

(Seal.)

.....
Clerk of Court, County.

Issued this day of, A. D. 19..

.....
Clerk of Court, County.

R. S. Art. 2267 (2212).

RETURN TO THE FOREGOING ATTACHMENT.

Came to hand on this the day of, A. D. 19 .. at . . o'clock .. m., and executed on the day of, A. D. 19.. at in County, Texas, by arresting, the within named witness, as I am within commanded, and have him now before the court, this the day of, A. D. 19.. The distance actually traveled in the execution of such process is miles.

.....
Sheriff of County.

RETURN WHEN THE WITNESS IS SICK.

At the delivery of the within attachment to me for execution, the within named witness then was, and still continues, so sick and unwell that it would be dangerous to bring him before the court here, as I am within commanded; wherefore I have not the body of the said defendant before the court now here, according to the command of the within attachment, this day of, A. D. 19..

.....
Sheriff of County.

Witnesses shall be allowed one dollar per day for each and every day they may be in attendance on the court, and six cents for every mile they have to travel in going to and returning therefrom.

R. S. Art. 2268 (2213).

No fine shall be imposed, nor shall such attachment issue in a civil suit until it shall be shown to the court, by affidavit of the party, his agent or attorney, that his lawful fees have been paid or tendered to such witness.

R. S. Art. 2267 (2212).

No. 665.

ATTACHMENT OF A WITNESS FOR REFUSING TO TESTIFY.

The State of Texas. To the Sheriff or any Constable of County
— Greeting:

Whereas, on the trial of the cause before me, on the day of....., A. D. 19.., between, plaintiff, and, defendant, being called as a witness in behalf of the, and, being present, refused to be sworn as a witness in any form prescribed by law (or being called and sworn as a witness in behalf of the, and on his examination as such witness, was asked by the the following pertinent and proper question, viz: (here state the question asked); to which question the said refused to make any answer): Now therefore you are hereby commanded to take the said into your custody, and him safely keep in the jail of your county, without bail, until he shall submit to be sworn as a witness as aforesaid (or until he shall consent to answer the question put to him as aforesaid), or be discharged by due course of law.

Herein fail not, but of this writ, and how you have executed the same, make due return.

Witness, Clerk of the Court of County.

Given under my hand and the seal of said court, at office in the town of, this day of, A. D. 19..

.....
Clerk of Court, County, Texas.

Issued day of, A. D. 19..

.....
Clerk Court of County.

R. S. Art. 2269 (2214).

RETURN TO THE FOREGOING ATTACHMENT.

Came to hand this the day of, A. D. 19.., at ... o'clock .. m., and executed on the day of, A. D. 19.., at, in County, Texas, by arresting, the within named witness, as I am within commanded and have him now in my custody in the county jail of this county, this day of, A. D. 19.. The distance actually traveled in the execution of such process is miles.

.....
Sheriff of County.

No. 666.

SUMMONS FOR JURY—JUSTICE COURT.

The State of Texas. To the Sheriff or any Constable of County
— Greeting:

You are hereby commanded to summon . . . legally qualified jurors, to be and appear before me, the undersigned, a justice of the peace of precinct No. . . . , in and for said county, at my office in the town of , on the . . . day of , A. D. 19. . . , at . . . o'clock . . m., then and there to serve as jurors in a suit now pending before me, wherein is plaintiff and is defendant.

Herein fail not, but have you then and there this writ, with your return thereon, showing how you have executed the same.

Witness my hand this . . . day of , A. D. 19. . .

Justice of the Peace, Precinct No. . . . , County.

R. S. Art. 1619 (1589).

No. 667.

OATH OF OFFICER RECEIVING VENIRE.

You do solemnly swear that you will, to the best of your skill and ability, and without bias or favor toward any party, summons such jurors as may be ordered by the court; that you will select none but impartial, sensible and sober men, having the qualifications of jurors under the law; that you will not directly or indirectly converse or communicate with any juryman touching any case pending for trial; and that you will not, by any means, attempt to influence, advise or control any juryman in his opinion, in any case which may be tried by him, so help you God.

R. S. Art. 1620 (1590).

No. 668.

OATH OF JURY.

You and each of you do solemnly swear that in all cases between parties which shall be to you submitted, you will a true verdict render according to the law and the evidence, so help you God.

R. S. Art. 1637 (1607).

No. 369.

RETURN OF OFFICER SUMMONING JURY.

Came to hand the day of, A. D. 19.., at o'clock ..m., and executed on the day of, A. D. 19... at, in County, Texas, by reading the within summons to (here give the names of persons summoned), the above summoned jurors.

Returned on this the day of, A. D. 19.. The distance actually traveled in the execution of such process is miles.

Officer's fees, \$.....

.....
Constable of County, Texas.

R. S. Art. 1622 (1592).

TRIAL OF THE RIGHT OF PROPERTY.

R. S. Arts. 5286-5312 (4822-4847).

No. 670.

AFFIDAVIT OF CLAIMANT.

The State of Texas, County of

Before me, the undersigned authority, on this day personally appeared, who, being by me duly sworn, deposes and says, that he claims the following described personal property, to wit (here describe the property); that this property was levied upon by, sheriff (or constable, as the case may be), under and by virtue of a certain writ of attachment (execution or sequestration, as the case may be) issued out of the Court of County, Texas, in the cause of vs., No., and dated day of, A. D. 19.., and that such claim is made in good faith.

.....

Sworn to and subscribed before me, this the day of, A. D. 19..

(Seal.)

.....

R. S. Art. 5286 (4822).

No. 671.

CLAIM BOND.

The State of Texas, County of

Whereas, by virtue of a writ of (here describe the writ) issued out of the court (or by, justice of the peace for precinct No., County), in favor of (here insert the name of plaintiff) versus (here insert the name of defendant), and tested on the day of, A. D. 19.., (here insert the name and title of officer seizing), has seized and taken the following described personal property, viz. (here describe the property), the value of which property has been assessed by said officer at dollars; and whereas (here insert name of claimant) has claimed said property and presented to said officer his oath in writing that such claim is made in good faith: Now therefore we, (here insert the name of claimant), as principal, and and, as sureties, acknowledge ourselves bound to pay to the said (here insert name of plaintiff) the sum of dollars, being double the value of said property, conditioned that the said (here insert name of claimant), in case he fails to establish his right to said property, will return the same to the said (here insert name of officer) or his successor in as good condition as he received it, and shall also pay the reasonable value of the use, hire, increase or fruits of the same from the date of this bond and costs, or in case he fails to return said property and pay for the use, hire, increase or fruits thereof, that he will pay the plaintiff the value of the same with legal interest thereon from date, and shall also pay all damages and costs that may be awarded against him.

Witness our hands this the day of, A. D. 19..

.....

Approved

....., Sheriff (or Constable) of County.
 R. S. Art. 5291 (4827).



No. 672.

INDORSEMENT ON CLAIMANT'S BOND.

The within named (here describe the property mentioned in bond) has been valued by me at the sum of dollars, this the day of, A. D. 19..

.....
 Sheriff (or Constable) of County.

R. S. Art. 5290 (4826).

No. 673.**INDORSEMENT ON WRIT ISSUED IN THE COUNTY WHERE LEVIED.**

Came to hand on this the day of, A. D. 19.., at . . . o'clock . .m., and executed on same day at, in County, Texas, by seizing and taking from the possession of (here insert name of claimant), (or from, defendant, as the case may be), (here describe the property levied upon), levied upon as the property of, defendant, which property has been claimed by, and by him oath and bond given, this the day of, A. D. 19.. The distance actually traveled in the execution of such process is miles.

.....
 Sheriff (or Constable) of County.

R. S. Art. 5290 (4826).

No. 674.**INDORSEMENT ON WRIT ISSUED WITHOUT THE COUNTY WHERE LEVIED.**

Came to hand on this the day of, A. D. 19.., at . . . o'clock . .m., and executed on same day at, in County, Texas, by seizing and taking from the possession of (here insert name of claimant), (or from, defendant, as the case may be), (here describe the property levied upon), levied upon as the property of, defendant, which said property has been claimed by, and by him oath and bond given with and, as his sureties, and the same, together with a copy of within writ, this day returned to, a justice of the peace in and for precinct No. (or to the district or county court) of said county, this the day of, A. D. 19.. The distance actually traveled in the execution of such process is miles.

.....
 Sheriff (or Constable) of County.

R. S. Art. 5294 (4830).

The original writ shall be returned to the justice or court from which it was issued.

JURISDICTION.

The writ is returnable to whatever court has jurisdiction of the amount estimated to be the value of the property claimed, without regard to the court from which it issued.

Where the assessed value of the property does not exceed \$200, the writ is returnable to the justice court; if over \$200 and does not exceed

\$500, it is returnable to the proper county court; if over \$500 it is returnable to the proper district court.

R. S. Art. 5295 (4831).

The case shall be docketed in the name of the plaintiff in the writ as the plaintiff, and the claimant of the property as defendant.

R. S. Art. 5296 (4832).

VENUE OF SUITS.

Justices' Courts. R. S. Arts. 1585-1595 (1556-1565).

County and District Courts. R. S. Arts. 1194-1195 (1198-1199).

Railroads—Suits Against. Acts 27th Leg., p. 31.

No. 675.

PLEA OF PRIVILEGE—JUSTICE COURT.

..... vs. No. In Justice's Court, Precinct
 No., County, Texas.

Now comes, defendant in the above entitled and numbered cause, and says that this court ought not to have or take further action or cognizance of this suit, because, he says, that now and at the time of the commencement and filing of this suit, he, defendant, was an inhabitant of this State and had his domicile in precinct No., in County, State of Texas, and not in precinct No., in County, Texas, or elsewhere out of said precinct No., County, Texas.

Defendant says that this is not a suit of forcible entry and detainer nor a suit against this defendant as executor, administrator or guardian as such, nor against a county; that this is not a suit upon a contract in writing promising performance at any particular place, nor a suit for the recovery of rents nor for damages for torts, nor a suit against a transient person, a nonresident of the State, or a person whose residence is unknown, nor for the recovery of personal property; that this is not a suit against a private corporation, association and joint-stock company, nor against a railroad, canal company, or the owner of any line of mail stages or coaches for any injury to person or property upon the road, canal or line of stages or coaches of the defendant, or upon any liability as a carrier, nor a suit against a fire, marine or inland insurance company, nor against a life and accident insurance company or association, or the owner of a steamboat or other vessel; that this suit does not come within any of the exceptions provided by law in such cases authorizing this suit to be brought or maintained in precinct No., in County, Texas, or elsewhere outside of precinct No., in

County, Texas. That there is a justice of the peace in his said precinct No., qualified to try said cause.

Defendant says that this suit is not brought upon a note or obligation in writing payable in said precinct No., County, Texas, or elsewhere, and that he never promised nor contracted in writing to pay or perform said alleged claim or obligation at, Texas, in precinct No., County, Texas, or elsewhere outside of precinct No., in County, Texas, where he now resides and has his domicile, and so resided at the time of the filing and commencement of this suit, and this court is without jurisdiction of this cause or of the person of this defendant; that the allegations of plaintiff, that his said claim is due and payable at, in said precinct No., County, Texas, are false and untrue, and fraudulently made for the purpose and in order to give this court jurisdiction of this cause and of the person of this defendant, all of which he is ready to verify.

Wherefore defendant prays the court that this cause be dismissed, for his costs, etc.

.....
Defendant.

In person appeared before me,, a notary public in and for County, State of Texas,, defendant in the above entitled and numbered cause, who, being by me duly sworn, says that the above and foregoing plea is true in substance and in fact.

.....
Defendant.

Sworn to and subscribed before me, this the day of, A. D. 19. . .

(Seal.)
Notary Public in and for County, Texas.

R. S. Art. 1585 (1556).

The above plea applies to suits in the court of a justice of the peace and contains all of the exceptions given under the above article of the statutes, wherein suits can be maintained outside of the county and precinct in which the defendant or one or more of the several defendants reside, and may be varied to suit the emergency of each case.

It has been held by our courts, where jurisdiction is claimed under some of the exceptions enumerated in the statutes, the facts relied on must not only be alleged, but must be proven. This plea should be filed before answering to the merits of the case.

If there be no justice of the peace qualified to try the suit in the proper precinct, the suit may be commenced before the nearest justice of the peace of the county who is not disqualified to try the same.

R. S. Art. 1589 (1560).

Where the defendant is a resident of the county where the suit is brought, and files his plea of privilege alleging that his residence is in a precinct in said county other than where the suit is brought, said plea should also allege that there is a justice of the peace in the precinct of his residence qualified to try the cause or that his precinct was not the nearest precinct to the one in which the suit was brought.

McQuigg et al. v. Nabors, 56 S. W. R. 212.

Failure of one of the defendants to object does not affect the right of the other defendant to do so, where suit is brought in a precinct in which no defendant lives.

Eastham v. Harrell, 46 S. W. R. 389.

No. 676.

PLEA OF PRIVILEGE—COUNTY AND DISTRICT COURTS.

..... vs. No. In Court of
 County, Texas, Term, A. D. 19..

To the Honorable, Judge of said Court:

Now comes, defendant in the above entitled and numbered cause, and says that this court ought not to have or take further action or cognizance of this suit, because, he says, that now and at the time of the commencement and filing of this suit, he, defendant, was an inhabitant of this State and had his domicile in County, State of Texas, and not in County, State of Texas, or elsewhere outside of said county of

That this defendant is not a married woman (if a married woman, then state, that the said, husband of this defendant, at the time of the commencement and filing of this suit, had his domicile in County, Texas, and not in the county of), and was not at the time of the commencement and filing of this suit; that defendant is not now and was not at the time of the commencement of this suit a transient person, nor a nonresident of this State, nor a person whose residence was unknown; that defendant has not contracted in writing to perform or pay said claim or obligation in the said county of, or elsewhere outside of the county of his domicile; that this suit is not against this defendant as executor, administrator or guardian as such, to establish a money demand against an estate, and is not a suit for fraud or defalcation of a public officer or officers, nor a suit for damages growing out of the suing out of any writ of attachment or sequestration, or for the levy of any such writ; and is not the foundation of a suit for some crime, or offense, or trespass, for which a civil

action in damages is brought or may lie, and is not a suit for the recovery of any personal property, or a suit commenced against this defendant for or concerning an estate inherited by him; and is not a suit for the foreclosure of a mortgage or other lien, for the partition of lands or other property; for the recovery of lands or damages thereto, nor a suit to remove an incumbrance or incumbrances upon the title to land, to quiet the title to land or to prevent or stay waste on land; and is not a suit for the breach of warranty of title to lands, where the vendors liable thereon live in different counties, or a suit for divorce from the bonds of matrimony, or to enjoin the execution of a judgment or to stay proceedings in any suit, or to revise the proceedings of the county court in a matter of probate, or a suit against any county, nor a suit for mandamus against the heads of any of the departments of the State government, or a suit in behalf of the State for the forfeiture of the charter of any private corporation chartered by the act of the Legislature, or a suit in behalf of the State to forfeit land fraudulently or colorably alienated by a railway company in fraud of the rights of the State, under the laws granting land to railway companies, or a suit against any private corporation, association or joint-stock company, a railroad corporation, or any assignee, trustee or receiver operating a railway, or against a receiver of a person or corporation; that this is not a suit brought by a mechanic, laborer and operative for wages due by a railroad company; and is not a suit against a foreign private or public corporation, joint-stock company or association, not incorporated by the laws of this State, and doing business within this State, nor a suit against a fire, marine or inland insurance company, and is not a suit regulated or authorized by law to be brought or maintained in County, Texas, or elsewhere outside of County, Texas, where defendant now resides and resided at the time of the commencement of this suit; and is not a suit where any part of a river, water-course, highway, road or street is the boundary line between two counties; that this suit does not come within any of the exceptions provided by law in such cases authorizing this suit to be brought or maintained in County, State of Texas, or elsewhere outside of the County of Defendant says that this court is without jurisdiction of this cause or of the person of this defendant; that the allegations of plaintiff, that his said claim is due and payable at, in County, Texas, are false and untrue and fraudulently made for the purpose and in order to give this court jurisdiction, all of which he is ready to verify.

Wherefore defendant prays the court that this cause be dismissed, for his costs of court, etc.

.....
 Defendant.

In person appeared before me,, a notary public in and for County, State of Texas,, defendant in the

above entitled and numbered cause, who, being by me duly sworn, says that the above plea is true in substance and in fact.

.....
Defendant.

Sworn to and subscribed before me, this the day of,
A. D. 19..

(Seal.)

R. S. Art. 1194 (1198).

Venue. Bills of lading, drafts, etc.

Seley & Early v. Williams 20 T. Civ. App. 405.

Callender, Holder & Co. v. Short, Tex. Law Journal, Vol. 2, No. 5, p. 503.

RAILROADS — FIXING VENUE OF SUITS AGAINST.

All suits against railroad corporations, or against any assignee, trustee or receiver operating any railway in the State of Texas, for damages arising from personal injuries, resulting in death or otherwise, shall be brought either in the county in which the injury occurred, or in the county in which the plaintiff resided at the time of the injury; provided, that if the defendant railroad corporation does not run or operate its railway in or through the county in which the plaintiff resided at the time of the injury, and has no agent in said county, then said suit shall be brought either in the county in which the injury occurred, or in the county nearest that in which the plaintiff resided at the time of the injury in which the defendant corporation runs or operates its road, or has an agent; and provided further, that in case the plaintiff is a nonresident of the State of Texas, then such suit may be brought in any county in which the defendant corporation may run or operate its railroad or may have an agent; provided, that when an injury occurs within one-half mile from the boundary line dividing two counties, suit may be brought in either of said counties.

Acts 27th Leg., Sec. 1, p. 31. See 29th Leg., Reg. Ses. (1905), p. 29.

CHANGE OF VENUE.

Justices' Courts. R. S. Arts. 1590-1595 (1561-1565).

County and District Courts. R. S. Arts. 1270-1275 (1270-1275).

No. 677.

AFFIDAVIT FOR CHANGE OF VENUE.

..... vs. No. In Justice Court, Precinct
No., County, Texas.

Now comes, plaintiff (or defendant, as the case may be) in the above entitled and numbered cause and upon his oath says, that he has good reason to believe and does believe that he cannot have a fair and impartial trial before, justice of the peace,

precinct No., County, Texas, before whom the above styled and numbered cause is now pending (or in county or district court, and says, "that there exists in County, Texas, where the above styled and numbered suit is now pending, so great a prejudice against him that he cannot obtain a fair and impartial trial;" or "that there is a combination against him instigated by influential persons, by reason of which he cannot expect a fair and impartial trial;" or mention other good and sufficient cause, to be determined by the court).

Wherefore he prays that the above suit be transferred to the court of, a justice of the peace of precinct No., in said county of, he being the nearest justice of the peace within this county not subject to disqualification (or if in county or district court, that this suit be transferred to the county or district court, as the case may be, of County, Texas, being an adjoining county, the courthouse of which is nearest to the courthouse of the county of in which this suit is pending, or to a county that is free from said objections).

.....

The State of Texas, County of

Before me, the undersigned authority, on this day personally appeared, plaintiff (or defendant, as the case may be) in the above entitled and numbered suit, who being by me duly sworn says, that all the facts as stated in the above and foregoing instrument in writing are true and correct.

.....

Sworn to and subscribed before me, this the . . . day of, A. D. 19..

(Seal.)

.....

R. S. Arts. 1590 (1561), 1271 (1271).



No. 678.

AFFIDAVIT OF WITNESSES—CHANGE OF VENUE.

..... vs. No. In the Court of County, Texas.

....., and, each, being duly sworn, for himself states that he has seen and read the foregoing affidavit made by for a change of the venue of the above entitled cause; that he is a resident of the county of, and is personally acquainted with the said; that he believes that the grounds for a change of venue stated in said affidavit are true and that they do in fact exist.

.....

Sworn to and subscribed before me, by the said ,
 and , respectively, this the . . . day of ,
 A. D. 19..

.....
 Clerk of Court, County, Texas.

R. S. Arts. 1590 (1561), 1271 (1271).

In a suit before any justice of the peace, the law requires the party applying for a change of venue to make an affidavit, supported by the affidavit of two other credible persons, citizens of said county.

A change of venue may be granted in any civil cause upon application of either party, supported by his own affidavit and the affidavit of at least three credible persons, residents of the county in which the suit is pending. For a change of venue to new county, see

R. S. Art. 1274 (1274).

No. 679.

CONSENT OF PARTIES TO CHANGE OF VENUE.

..... vs. No. In the Court,
 County, Texas.

Now come the said parties in the above entitled and numbered cause, by their said attorneys, and consent that this cause may be removed to the Court of County, Texas, for trial.

.....
 Attorney for Plaintiff.

.....
 Attorney for Defendant.

R. S. Art. 1270 (1270).

No. 680.

ORDER FOR CHANGE OF VENUE.

..... vs. No. day of ,
 A. D. 19..

This day came the parties plaintiff and defendant in the above entitled and numbered cause, by their attorneys, and thereupon came on to be heard the application of the plaintiff for a change of venue, and the affidavit in support thereof, and it appearing to the court that the plaintiff cannot have a fair and impartial trial in this justice precinct No. (or if in the county or district court, add: in this county of): It is therefore ordered by the court that this suit be transferred to the court of, a justice of the peace of precinct No., in said county of, he being the nearest justice of the peace within this

county not subject to disqualification (or that this suit be transferred to the county or district court, as the case may be, of County, Texas, being an adjoining county, the courthouse of which is nearest to the courthouse of the county of in which this suit is pending), and the parties and witnesses in this cause are ordered to appear before said court at its next ensuing term, to be held at, on the day of, A. D. 19.. (If in county or district court, add: and the clerk of this court shall immediately make out a correct transcript of all the orders made in this cause, certifying thereto officially under the seal of this court, and transmit the same with the original papers in this cause to the clerk of the Court of County, Texas.

R. S. Arts. 1270 (1270), 1590 (1561).

No. 681.

WRIT OF PROCEDENDO.

The State of Texas. To, Justice of the Peace in and for Precinct No., County, Texas — Greeting:

Whereas, in the case of vs. No., appealed from your court, the appeal of said was dismissed in the county court of said county, on the day of, A. D. 19..:

Therefore, you are hereby commanded that you proceed with the enforcement of the judgment rendered against said in your court, on the day of, A. D. 19.., in favor of said for the sum of dollars, besides costs; the said appeal of the said to the contrary notwithstanding; that you receive and file the original papers in said cause sent herewith, and collect as well the costs of this court, which are set forth on the back hereof.

Herein fail not, under penalty of the law.

Witness my hand and official seal, at my office in, Texas, this day of, A. D. 19..

.
Clerk County Court, County, Texas.

By, Deputy.

INDORSEMENT ON BACK.

No. In the County Court. vs.

Writ of Procedendo, issued this day of, A. D. 19..

., County Clerk, County, Texas. By, Deputy.

Filed this day of, A. D. 19..

., Justice of the Peace, Precinct No., County, Texas.

Bill of Costs: Clerk's fees, \$; sheriff's fees, \$; judge's fees, \$; witness fees, \$; total, \$

No. 682.

CONTRACT FOR PERSONAL SERVICES WITH SALARY BASED ON PROFITS.

The State of Texas, County of

Know all men by these presents, that this memorandum of a contract, made and entered into this the ... day of, A. D. 19.., by and between &, a firm of partners composed of and, and doing business in the city of, Texas, under the above firm name and style, as parties of the first part, and, as party of the second part, witnesseth:

That the said &, having entered into the general business of (here state the business engaged in), agree to keep and employ in said business a sum of money not less than dollars, and to maintain their business and carry on same in a store (and factory, if such be the case) in the city of, Texas, and to devote their entire time, labor and attention, in good faith, to the conduct and profit of said business. That they have employed the said (party of the second part) for the period of years from the ... day of, A. D. 19.., as an assistant workman and general superintendent in said business; the said hereby agreeing to devote his entire time, labor and skill in the manufacturing of (here state the business engaged in), and in the conduct of said business, and to work at all times for its success; and, for his said services, the said & hereby agree to pay to said, as salary, a sum equal to of the net profits of said business, and further agree to pay to the said the sum of dollars a week, provided he is entitled to that amount under the contract, and if not, then such smaller sum as he may then be entitled under said contract. The said &, parties of the first part, agree also to take stock on the first day of and of each year, during the continuance of this contract, and on said dates to make payment to said of the full amount due him for the preceding months immediately preceding. It is further agreed that the said, party of the second part, shall at all times have access to the books, papers, money, etc., pertaining to said business. It is further agreed between the parties hereto, that if the business should at any time during the said years become unsuccessful to such an extent as to lead to a discontinuance of same by the said parties of the first part, or if the said party of the second part shall become dissatisfied and desire to quit said employment, then, and in that case, a settlement shall be made between the parties at once by taking an account of the stock, and by the payment to the second party as salary a sum equal to of the net profits accrued, which shall also be the manner of settlement at the expiration of this contract, in case same is not terminated as above set forth prior

thereto. It is expressly understood, however, that the said, party of the second part, is not to be considered as a partner in said business, nor shall he be responsible for any losses that may occur in the management thereof, nor shall he have any specific lien for the payment of his salary or otherwise on the goods, merchandise and machinery belonging to the said &, and used in their said business.

In testimony of the assent of all the parties hereto we hereby subscribe our names, this the . . . day of, A. D. 19..

Witnesses:

.....

.....

WILLS.

R. S. Arts. 5333-5356 (4857-4876).

No. 683.

GENERAL FORM OF WILL.

The State of Texas, County of

Know all men by these presents, that I,, of the county of, and State of Texas, being in good health, and of sound and disposing mind and memory, do make and publish this, my last will and testament, hereby revoking all wills by me at any time heretofore made.

First. I direct that all my just debts shall be paid, and that the legacies hereinafter given shall, after the payments of my debts, be paid out of my estate.

Second. I give to each of my children, and, the sum of dollars, each, to be paid to them as soon after my decease as conveniently may be done.

Third. I give to my beloved wife,, all my household and kitchen furniture, and the farm upon which I now reside, situate in the county of, State of Texas, containing acres of land.

Fourth. I give all the residue of my estate remaining after the payment of the foregoing legacies to my wife, so long as she shall remain unmarried, with remainder thereof, on her decease or marriage, to my said children and their heirs, respectively, share and share alike.

Fifth. I hereby constitute and appoint sole exeeutor of this my will.

In witness whereof I have hereunto set my hand this the day of, A. D. 19.., in the presenee of and, who attest the same at my request.

The above instrument was now here subscribed by, the testator, in our presenee, and we, at his request and in his presenee, sign our names hereto as attesting witnesses.

.....

R. S. Art. 5335 (4859).

Will, if not wholly written by the testator, must be attested by two or more credible witnesses above the age of fourteen years.

Every person aged twenty-one years or upward, or who may be or may have been lawfully married, being of sound mind, shall have power to make a last will and testament, under the rules and limitations prescribed by law.

R. S. Art. 5333 (4857).

No. 684.

ANOTHER FORM OF WILL.

The State of Texas, County of

I,, of the county of and State of Texas, being of sound and disposing mind and memory, and being desirous to settle my worldly affairs while I have strength to do so, do make this my last will and testament, hereby revoking all others heretofore by me made.

1. I desire and direct that my body be buried in a decent and Christianlike manner, suitable to my eireumstanees and eondition in life.

2. I desire and direct that my just debts be paid out of my estate without delay, by my exeeutrix to be hereinafter appointed.

3. It is my will and desire that all of the property, both real and personal, I may die seized and possessed of, after the payment of all my just debts, together with all the expenses ineident to the probating of this will, shall pass to and vest in fee simple in my beloved wife,, and after the payment of all my just debts, I give, bequeath and demise to my beloved wife,, the remainder of all the property I may own or be interested in at the time of my death, in fee simple, to manage, sell or dispose of as she may wish or see proper.

4. I hereby constitute and appoint my beloved wife,, exeeutrix of this, my last will and testament, and direct that no bond or security be required of her as exeeutrix.

5. It is my will that no other action shall be had in the county court in the administration of my estate than to prove and record this will and to return an inventory and appraisalment of my estate and list of claims.

In testimony whereof I have hereto set my hand this the day of, A. D. 19..

.....

Signed, declared and published by, as his last will and testament, in the presence of us, the attesting witnesses, who have hereto subscribed our names in the presence of said, at his special instance and request, this day of, A. D. 19..

.....
.....

R. S. Art. 5333 (4857).

Every person competent to make a last will may devise and bequeath all the estate, right, title and interest in possession, reversion or remainder, which he has or at the time of his death shall have, of, in or to any lands, tenements, etc.

R. S. Art. 5334 (4858).



No. 685.

WILL WRITTEN BY THE TESTATOR.

The State of Texas, County of

In the name of God, amen. I,, of the county of and State of Texas, being in good bodily health and of sound mind, calling to mind the frailty and uncertainty of life, and being desirous of settling my worldly affairs, and directing how the estate 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, hereby revoking all other wills heretofore made.

First. I direct 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.

Second. I give and bequeath to my beloved wife,, all my household furniture and my library, my pair of horses and carriage, together with their harness, and also in money, to be paid to her by my executors within six months after my decease, to have and to hold the same to her, and her heirs, executors, administrators and assigns, forever. I also give to her the use and income of my dwelling-house, land and its appurtenances, wherein I now reside, situated in County, Texas; my storehouse, land and its appurtenances,

situated in the town of, in said county, to have and to hold the same for and during her natural life.

Third. I give and bequeath to my honored mother,, dollars in money, to be paid to her by my executors within six months after my decease.

Fourth. I give and bequeath to my son, the reversion of my dwelling-house, land, and its appurtenances, situated in County, Texas, from and after the decease of my beloved wife,, to have and to hold the same to him, the said, his heirs and assigns, from and after the decease of my said wife, to his and their use and behoof forever.

Fifth. I give and bequeath to my son, the reversion of my storehouse, lands, and its appurtenances, situated in the town of, in said county, from and after the decease of my beloved wife,, to have and to hold the same to the said, his heirs and assigns, from and after the decease of my said wife, to his and their use and behoof forever.

Sixth. All the rest and residue of my estate of which I shall die seized and possessed, or to which I shall be entitled at the time of my decease, I give and bequeath to my sons and, to be equally divided between them, share and share alike.

Seventh. I nominate and appoint my said sons and to be executors of this will, and direct that no security shall be required of them as executors.

Eighth. It is my will that no action shall be had in the county court in the administration of my estate other than to prove and record this will, and to return an inventory and appraisalment of my estate and list of claims.

I authorize and empower my said executors, or whichever of my said sons shall accept and act as such, to sell and dispose of any portion of my estate, real or personal, at public or private sale, and in the manner that may seem to them best, for the purpose of paying my just debts and the legacies herein bequeathed. Saving and excepting, however, from such sale and disposition, that portion of my estate herein specially devised.

The foregoing instrument, wholly written by myself, I make and publish as my last will, hereunto subscribing my name this day of, A. D. 19

R. S. Arts. 5335-5336 (4859-4860).

Any soldier in actual military service, or any mariner or seaman being at sea, may dispose of his chattels without regard to the provisions of Title 110.

R. S. Art. 5342 (4866).

Form Book — 36.

No. 686.**CODICIL TO A WILL.**

The State of Texas, County of

Whereas I,, of the county of, and State of Texas, have heretofore made my last will, wholly written by myself, and bearing date the day of, A. D. 19...: 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, give and bequeath to my nephew,, my diamond ring, usually worn by me; and whereas, in and by my said will, I have given to my mother,, the sum of dollars, I do hereby declare that my will is that the sum of dollars only be paid to her, in full of the said legacy I have as aforesaid given to her, and that the remaining part of said legacy be given to my niece,; and lastly, it is my desire that this, my present codicil, be annexed to and made a part of my will to all intents and purposes.

The foregoing instrument, wholly written by myself, I make and publish as a codicil, to be annexed to my last will, hereunto subscribing my name this the day of, A. D. 19..

R. S. Art. 5337 (4861).

If codicil is not wholly written by the testator, must be attested by two or more credible witnesses above the age of fourteen years, subscribing their names thereto in the presence of the testator, with like formalities as the will.

R. S. Arts. 5335-5337 (4859-4861).

No. 687.**NUNCUPATIVE WILL.**

The State of Texas, County of

The undersigned,, and, residents of the county and State aforesaid, were, on the day of, A. D. 19..., at the habitation of, a resident of said county, and since deceased, who was then, and has been for several days prior thereto, confined by serious bodily illness; that the said was then afflicted with a malady of a dangerous and alarming character, and being apprehensive of approaching death, did, about the hour of o'clock of the day aforesaid, call upon those persons who were present at his bedside, among whom were the undersigned, to take notice and bear testimony that what he was then about to say was his will, and did then and there utter the following testamentary words, to wit:

First. That he gave and bequeathed to his daughter,, now residing with him, the sum of dollars, to be paid to the said by his executrix so soon after his death as conveniently may be done.

Second. That he willed and bequeathed to his daughter,, residing in the county of, the sum of dollars, to be paid to the said, by his executrix, as soon thereafter as conveniently may be done.

Third. That he gave, willed and bequeathed to his son,, residing in County, Texas, the sum of dollars, to be paid to the said by his executrix so soon after his death as conveniently may be done.

Fourth. That he gave and bequeathed all the residue of his estate whatever, to his wife,, to have and to hold the same forever.

Fifth. That he constituted and appointed his wife,, executrix of his said will without bond for the faithful performance of her duty herein.

The undersigned remained at the residence of said testator until the hour of o'clock on the day aforesaid, and at the hour of o'clock of the same day the said testator departed this life in their presence. The said testator was, at the time of uttering the said testamentary words, twenty-one years of age or upward, and of sound and disposing mind.

The undersigned, being advised of the nature of the will of said testator, reduced the said testamentary words to writing on the morning following the day of the death of said testator, of which the foregoing is a full, true and complete statement, as the same were uttered by the said testator.

In testimony whereof we have hereunto set our hands this the day of, A. D. 19..

.

R. S. Arts. 5338-5339 (4862-4863).

No nuncupative will can be proved within fourteen days after the death of the testator, and must be probated within six months, unless the testimony is reduced to writing within six days, etc.

CONDEMNATION PROCEEDINGS.**No. 688.****PETITION IN CONDEMNATION PROCEEDINGS.**

The State of Texas, County of To the Honorable,
 Judge of the County Court of County, Texas:

Now comes the Telephone Company, a private corporation duly incorporated under the laws of the State of Texas, for the purpose of constructing and operating telephone lines in the county of and in various other counties hereinafter mentioned, in the State of Texas, and respectfully shows to your honor:

That the Railway Company is a private corporation, duly incorporated under the laws of the State of Texas, owning and operating a line of railway from the city of in said County, Texas, through said county of, and the counties of and to the town of in said county of and to a point (here make such description as may be necessary).

That said railway from to, as aforesaid, is located upon a right of way of the width of not less than feet, said railway being in the center of the same, which extends continuously as one tract of land from the said city of to the said town of, and which is controlled by said railway company.

That your petitioner desires to construct a telephone line from to and to locate such line upon said right of way and parallel to the rails of said railway track and near the line of said right of way at a distance of feet from the center of said railway track except (here make such exceptions that may be necessary).

That said telephone line will be constructed of poles set about feet in the ground and extending above ground not less than feet, the poles being placed at the rate of to the mile, and on each of said poles shall be located cross arms or more feet above the ground and placed at right angles with the line of said poles and extending out from said poles on each side not more than feet, and from the cross arm on one pole to the cross arm on the next pole shall be extended and strung wires of copper and iron so as to make a continuous line for telephone communication from to

That said telephone line when constructed will be for the use of the public, and the public will have the right at all times to use the same upon the payment of reasonable and uniform toll charges. That the local agent in said County of said railway company is, who is a resident of said County, Texas.

That petitioner and said railway company have not agreed upon the amount of damages to said right of way by reason of the location of said proposed telephone line.

That each pole so located upon said line will take about square feet of ground, and the damages to said railway company by reason of the construction and maintenance of said telephone line upon said right of way, for the purposes for which said railway company uses such right of way, will not exceed the sum of dollars per mile; that the distance along said right of way from to is miles.

That hereafter, whenever said railway company may desire to run a switch or side track under said telephone line constructed as described, on days' notice, said telephone company will reset any poles necessary to allow said railway company to construct the same, and in all cases where said telephone line may now pass or hereafter may pass over any such switch or side track, said telephone company shall see that the lowest wires clear the railway rails by at least feet.

Wherefore petitioner respectfully prays your honor to forthwith name three disinterested freeholders of the county of, who shall assess the amount of said damages to the end that petitioner may at once enter upon said land for the construction of said telephone line, and in duty bound will ever pray, etc.

.....
 Petitioner.

R. S. Art. 4447 (4182).



No. 689.

ORDER OF COUNTY JUDGE APPOINTING COMMISSIONERS.

The State of Texas, County of

On this the day of A. D. 19. ., came on to be heard the application of the Company, a private corporation, asking for a commission to assess damages for right of way over and against the right of way of the Railway Company, a private corporation, from in County, Texas, to in the county of, State of Texas; and it appearing to the court that commissioners have not been agreed upon by said parties, the court here now appoints, and, disinterested freeholders of County, Texas, as special commissioners to assess damages in said condemnation proceedings.

.....
 County Judge County, Texas.

R. S. Art. 4448 (4183).

No. 690.

NOTICE OF COMMISSIONERS TO ALL PARTIES CONCERNED.

The State of Texas, County of

On this the day of, A. D. 19..,,, and, special commissioners appointed by the court to assess the damages to the Railway Company, by reason of the location of a telephone line on the right of way of said railway company's railroad, from, Texas, to, Texas, as is more fully set out in the petition of the Telephone Company filed with the Hon., County Judge of County, Texas, on the day of, A. D. 19.., said commissioners having been duly sworn to assess said damages fairly and impartially and in accordance with law, do hereby appoint as the place and time for hearing said parties and said matters, the office of the said, at, Texas, on the day of, A. D. 19..

A copy of this order shall be served upon each of said parties and service thereof shall be notice to each of the parties to appear at said time and place at o'clock .. m., for the purpose of offering any evidence they desire on the issue as to the damage to be assessed against said telephone company and to be paid to said railway company for the right of way aforesaid.

Witness our hands this day of, A. D. 19..

.....
.....
.....

Special Commissioners.

R. S. Art. 4451 (4186).

No. 691.

SERVICE OF NOTICE.

Came to hand on the day of, A. D. 19...., and executed on the day of, A. D. 19.., by delivering a copy of the within notice to, local agent in County, Texas, of the Railway Company, and by delivering one copy hereof to, agent of the said Telephone Company at, Texas.

R. S. Art. 4452 (4187).

Said notice shall be served upon said parties at least five days before the day of hearing, exclusive of the day of service, and may be served by any person competent to testify. The original notice shall be returned to the commissioners with the return thereon.

No. 692.

ASSESSMENT OF DAMAGES BY THE COMMISSIONERS.

..... vs. No. Condemnation Proceedings before, County Judge of County, Texas.

On this the day of, A. D. 19.., came on for hearing before the undersigned,, and, special commissioners, and disinterested freeholders of County, Texas, appointed by the county judge of County, Texas, upon the application of the Telephone Company, filed with said county judge on the day of, A. D. 19.., to condemn a certain right of way over the right of way of the Railway Company, from, Texas, to, Texas, said parties having been duly notified of the time and place of meeting as is required by law, and both parties appearing in person and by their attorneys, and after fully hearing said parties at the appointed time and place, and all the evidence as to the damages which will be sustained by said railway company by reason of such condemnation, we assess said damages at the sum of dollars, and that the said Telephone Company pay all costs of this proceeding.

This the day of, A. D. 19..

.....
.....
.....
Special Commissioners.

R. S. Art. 4463 (4197).

No. 693.

FINAL ORDER OF THE COUNTY JUDGE.

..... Telephone Company vs. Railway Company. No. Before, County Judge of County, Texas.

On this the day of, A. D. 19.., came on for final hearing the above numbered and entitled cause, and it appearing to the court that no objections have been filed to the award of said commissioners filed herein on the day of, A. D. 19.., which is as follows: (here insert the award or findings of the special commissioners):

It is therefore ordered, adjudged and decreed by the court, that said Telephone Company pay to said Railway Company the sum of dollars, with interest at the rate of six per cent per annum from date hercof until paid, together with all costs herein,

for all of which execution may issue; and that such payment be and is hereby adjudged to be, in full compensation for the construction and maintenance of a telephone line from, Texas, to, Texas, on the right of way of said railway company, parallel to the rails of said railway and on the side thereof, at a distance of feet from the center of said railway except (here state such exceptions that may be necessary), said line being of poles and where the wires thereof now or hereafter cross over any spur or side track of said railway, then the lowest wires thereof shall be at least feet above the rails; and hereafter said telephone company will reset any of the poles of said line when necessary to allow said railway company to construct any desired switch or side track; and said telephone company shall pay all the costs herein.

R. S. Art. 4469 (4203).

If either party be dissatisfied with the decision of such commissioners he may, within ten days after the same has been filed with the county judge, file his opposition thereto in writing, etc., and thereupon the adverse party shall be cited, and said cause shall be tried and determined as in other civil causes in said court.

When such corporation desires to enter upon and take the property sought to be condemned, pending litigation, see

Article 4471, amended by the 26th Leg., Reg. Ses. (1899), p. 105.

SALE OF REAL ESTATE.

No. 694.

RECEIPT OF EARNEST MONEY AND OPTION SALE OF REAL ESTATE.

\$,, Texas, day of, 19..

Received from, of the county of, State of Texas, the sum of dollars, earnest money, to close sale to himself of the following described lot, tract or parcel of land, to wit (here describe the property), from, acting by and through his duly authorized agent,, real estate agent, at, Texas, at a total sale price of dollars, to be paid as follows, to wit: the sum of dollars, cash, on the delivery of an abstract to the said, showing a clear title, free from any and all incumbrances, in the said, the sum of dollars herein receipted for being a part of and to be taken as a credit on the said first payment, and the execution and delivery by the said to the said, or to his agent aforesaid, of the two certain promissory vendor lien notes of said, all being of the day and date when said abstract is furnished, each being in the sum of

dollars, and payable in and months after their dates, each respectively, to the order of the said, with interest at the rate of per cent per annum from date until paid, and ten per cent attorney's fees, and providing failure to pay either of said notes or any installment of interest thereon when due, shall, at the option of the holder, mature each of said notes, at, Texas, value received, and signed by the said

Upon the said cash payment as aforesaid and the delivery of the said notes mentioned, together with a deed of trust duly executed by the said, on the above described tract of land, for the use and benefit of the said, and as an additional security to said notes, the said, or his duly authorized agent, shall thereupon deliver to the said the certain warranty deed of the said to the said property, free from expense to the said, It is further understood that the title to said property is to be perfect, or to be made perfect, within a reasonable time, not exceeding days from date hereof, or this earnest money is to be refunded to the said, The deed, trust deed, and notes are to be drawn at the expense of the said; the abstract of title of said property is to be furnished up to date to the said, free of expense to him; the taxes on said property are to be paid by said up to and including the year 19..; the said abstract of title is to remain in the custody of the said until said notes are fully paid and discharged, when same is to become the property of the said; the parties hereto are allowed days from this date in which to consummate the details of this trade, and, if same are not consummated or finished by that time, then the earnest money above mentioned is to be refunded, if the fault be that of the said, whereupon the said may then proceed to establish his rights according to law; but, if the fault be that of then the amount so received as earnest money is to be forfeited, and at once become the property of the said, and his agent is authorized to turn same over to him, less his commission and expenses incurred in the matter, and upon said forfeiture being declared, the said shall thereupon become released from any further liability, by reason of these premises.

Witness our hands this day of, A. D. 19..

.....
Agent for

I accept of the terms and conditions of the above contract of option, and agree to abide by its terms.

.....

No. 695.

CONTRACT FOR SALE OF LAND.

The State of Texas, County of

This contract of bargain and sale made and entered into this the . . . day of, A. D. 19.., by and between, of County, Texas, party of the first part, and of County, Texas, party of the second part, witnesseth:

(1) That the said party of the first part has this day bargained and sold, and by these presents does hereby bargain, sell and obligate himself to convey or cause to be conveyed in manner as hereinafter stated unto the said party of the second part all and singular the following described property, to wit: (here describe the property).

(2) The consideration paid and to be paid to party of the first part by said party of the second part for the property above described is the agreed sum of dollars, to be paid as follows:

(3) This contract is conditioned that party of the first part will procure and deliver to party of the second part, at earliest practicable date, a full, complete, certified abstract of title to the above described property, and will permit said second party to have the same examined by his attorney. If the title as shown by the abstract is good and valid, then said first party will make, execute and tender a good and sufficient deed, conveying the aforesaid property to party of the second part with full covenants of general warranty to complete this contract in accordance with its terms and stipulations. If the title to said property, as disclosed by the abstract, is not shown to be good and valid, then the said party shall procure and submit to said party of the first part a statement in writing of the objections made to said abstract within days from date hereof. If said objections are of such character that they can be cured or removed within a period of time not to exceed days from date hereof, then said first party shall be obligated, and is hereby obligated, to so cure or remove said objections at his own expense, and it is hereby agreed and understood that said party of the first part shall have days from and after the date when the written statement of objections is delivered to him within which to cure or remove same. If the title to said property, as shown by the abstract, is not good, and the objections thereto are not cured or removed by said first party in the manner and within the time hereinbefore stated, then said second party shall have the right to declare this contract at an end and no longer binding on him, and same shall thereupon become null and void, and said second party shall be entitled to the return of all money by him paid by reason of this agreement.

(4) As an evidence of good faith and in earnest of this contract, said party of the second part has this day deposited with the sum of dollars, with the express agreement and understanding

that if said party of the first part does, in fact, make and tender to said second party a good and perfect general warranty deed, conveying to said second party the property hereinbefore described, for the price and subject to the terms hereinbefore stated, and does, in fact, deliver, to said second party a complete and duly certified abstract of title to said property. and said abstract and deed is approved by the attorney of said second party within the time hereinbefore stated, and said second party thereupon fails or refuses to keep and perform the obligations on him imposed by this agreement, then, and in that event, he shall forfeit to said first party the aforesaid sum of dollars as liquidated damages; but if said deed and abstract, or either, is disapproved by said attorney for cause and objections not removed within the time stated, then and in that event said sum of dollars shall be by the said returned to said second party on demand, and this contract shall thereupon become null and void. If the abstract and deed is approved by said attorney, then upon the final completion of this agreement the said sum of dollars shall be applied as part of the cash payment for said property as hereinbefore stated.

(5) It is also expressly agreed and understood that in the event party of the first part by or through any fault or neglect on his part fails or refuses to comply with the terms and conditions of this agreement he shall become indebted and shall pay to said second party the sum of dollars as liquidated damages.

This contract is executed in duplicate, and one copy delivered to each of said parties, this the day and year first above written.

.....

FORMS OF APPEAL TO COURT OF CIVIL APPEALS AND WRIT OF ERROR TO SUPREME COURT.

No. 696.

AGREED STATEMENT OF FACTS.

..... vs. No. In the Court of
..... County, Texas.

We, the parties to the above styled and numbered cause, whose names are signed hereto, being all of the parties to this suit, hereby agree that the following is a true and correct statement of the facts in this cause:

First. (here state the facts fully, clearly and specifically, without stating the testimony on the issues).

Second. Etc.

We also agree to submit this cause as an agreed case under the provisions of the statute, and that it may be determined accordingly.

This the day of, A. D. 19..

.....
Attorney for, Plaintiff.

.....
Attorney for, Defendant.

JUDGE'S CERTIFICATE.

The State of Texas, County of

I,, Judge of the District Court in and for the county of, State aforesaid, hereby certify that the above and foregoing statement of the facts now on file in the cause of vs., No., on the docket of said court, was signed by the counsel for all the parties thereto, and was submitted to the court and disposed of as an agreed case as therein stated, and that same is correct. To certify which, witness my hand this the day of, A. D. 19..

.....
Judge Judicial District of Texas.

R. S. Art. 1379 (1377).

No. 697.

AGREED CASE ON APPEAL.

..... vs. No. In the District Court of
..... County, Texas.

We, the parties to the above styled and numbered cause, whose names are signed hereto, being all of the parties to this suit, hereby agree that

the following is a brief statement of this case and of the facts proven on the trial hereof:

1. (here state the issue or issues made by the pleadings, concisely, so as to enable the appellate court to determine whether or not there are any errors in the judgment; or the pleadings, or the substance thereof, may be copied in the statement).

2. The following facts were proven: (here state the facts established, but not the evidence by which they were established).

3. The following issue (or issues) of law are involved in this case. (The issues of law arising from the case may be stated or not, at the option of the parties.)

We agree that this case, upon appeal, may be decided upon this agreed statement, in accordance with the provisions of the statute, and determined accordingly.

This the day of, A. D. 19..

.....
Attorney for, Plaintiff.

.....
Attorney for, Defendant.

JUDGE'S APPROVAL.

The above and foregoing agreed statement of this case and the facts proved, signed by all the parties thereto, having this day been examined by me, is found in all things correct, and is hereby approved and ordered filed as a part of the record in this case.

This the day of, A. D. 19..

.....
Judge Judicial District of Texas.

R. S. Art. 1414 (1414).

May be filed within twenty days after the adjournment of the term, by having an order to that effect entered on the docket.

28th Leg. (1903), p. 32.

No. 698.

BILL OF EXCEPTIONS.

R. S. Arts. 1360-1369 (1358-1367).

..... vs. No. In Court;
County, Texas, Term, A. D. 19..

Be it remembered that on the trial of the above styled and numbered cause, in this court, the offered to (here state so much of the evidence offered as may be necessary to explain it), to which

the counsel for the objected, for the following reasons, viz: (here state the reasons) and the court sustained said objections, the excepted to said ruling and herewith tenders his bill of exceptions, and asks the same may be signed and made a part of the record in said cause, which is accordingly so done.

....., Judge.

R. S. Art. 1361 (1359).

No. 699.

BILL OF EXCEPTIONS.

..... vs. No. In the District Court of County, Texas, Term, A. D. 19..

Be it remembered that on the trial of the above styled and numbered cause, in this court, on this day (or on any certain day, giving it, so as to show that the bill is prepared and filed in the time allowed by law), the following proceedings were had, to wit (here state fully the proceedings complained of).

To which action of the court, in (state briefly what the action of the court was) the plaintiff (or defendant, as the case may be) then and there excepted, and here now, in open court, tenders this, his bill of exceptions, and prays that the same may be examined, signed and approved by the court, and ordered filed as a part of the record in this cause.

This the day of, A. D. 19..

.....
Attorney for, Plaintiff (or Defendant).

Presented and agreed to by, Attorney for Plaintiff (or Defendant).

This bill of exceptions examined, found correct (or incorrect, with such qualifications as the judge may see proper to make, before signing same), and signed and approved and ordered filed as a part of the record in this cause.

This the day of, A. D. 19..

.....
Judge Judicial District of Texas.

No. 700.

BILL OF EXCEPTIONS BY THE COURT.

..... vs. No. In the District Court of
 County, Texas, Term, A. D. 19..

Be it remembered that on the trial of the above styled and numbered cause, in this court, on the day of, A. D. 19.., the following proceedings were had, to wit:

1. The plaintiff (or defendant, as the case may be) prepared and tendered to the court a bill of exceptions to a certain ruling of the court then and there made, which bill was substantially as follows: (here state the substance of such bill); which bill of exceptions was presented to the (adverse party), and to which bill of exceptions such party presented the following objections (here state such objections as such party makes); and the court pointed out to the party presenting such bill of exceptions the corrections therein desired to be made, and, they not being agreed to by such party, the court indorsed his refusal to sign such bill of exceptions thereon, and returned same to the party presenting it. And it thus becoming the duty of the judge of this court to make out a proper bill of exceptions to present the said ruling of the court as it occurred, the said judge here now states that the said proceedings objected to by said party were as follows: (Here state the facts as in an ordinary bill of exceptions.)

To which ruling of the court the said plaintiff (or defendant, as the case may be) then and there in open court excepted; and this bill of exceptions is now here prepared by the court, in accordance with the facts as they occurred, and is ordered filed as a part of the record in the cause. To certify all of which, witness my hand this the day of, A. D. 19..

.....
 Judge Judicial District of Texas.

R. S. Art. 1363 (1366).

Bills of exception may be filed within twenty days after the adjournment of the term at which such cause may be tried, by having an order to that effect entered on the docket.

28th Leg. (1903), p. 32.

No. 701.

CONTROVERTED BILL OF EXCEPTIONS AND AFFIDAVITS.

..... vs. No. In the District Court of
 County, Texas, Term, A. D. 19..

Be it remembered that on the trial of the above styled and numbered cause, in this court, on this day, the following proceedings were had,

to wit: (here state concisely and fully the proceedings complained of).

To which action of the court, in (here state briefly what the action was), the plaintiff (or defendant, as the case may be) then and there excepted, and here in open court tenders this his bill of exceptions, and prays that the same may be examined, signed and approved by the court and ordered filed as a part of the record in this cause.

This the day of, A. D. 19..

.....
Attorney for, Plaintiff (or Defendant).

(Indorsed by the court: This bill of exceptions is refused by the court, because, in the opinion of the court, it does not correctly state the facts excepted to.)

.....
Judge Judicial District of Texas.

The State of Texas, County of

We,, and, three citizens of this State, who were bystanders and witnesses to the rulings of the court had in the above styled and numbered cause, to which the above bill of exceptions relates, certify that we were each personally present at the time of the occurrences stated therein, and that the statements contained in the foregoing bill of exceptions are true and correct, and that the facts as they occurred are truly and accurately stated therein; and we further certify that this certificate is now here given at the time of such occurrences. To certify all of which, we sign our names hereto, this the day of, A. D. 19..

.....
.....
.....

AFFIDAVITS TO BILL OF EXCEPTIONS.

The State of Texas, County of

Before me, the undersigned authority, on this day personally appeared,,, and each of whom is to me well known, and being by me first duly sworn, each, on his oath, deposes and says, that they, and each of them, were personally present in the district court in and for County, Texas, on the day of, A. D. 19.., during the trial of the cause of vs., and were witnesses to the following stated proceedings therein, and that they occurred as follows: (here state the controverted facts as stated in the bill of exceptions. Or if the affidavits are made on behalf of the party controverting the bill of exceptions as certified to by the bystanders, and

proven, then state the facts according to the understanding of the affiants).

Witness our hands this the day of, A. D. 19..

.....

Subscribed and sworn to by and, before me, etc.

R. S. Art. 1369 (1367).

No. 701 1-2.

PETITION FOR WRIT OF ERROR TO COURT OF CIVIL APPEALS.

..... vs. No. In the Court of
 County, Texas.

To the Clerk of the Court in and for County, Texas:

1. Your petitioner,, respectfully represents that heretofore, to wit, on the ... day of, A. D. 19.., a judgment was rendered in this court for the sum of dollars and costs of suit, in favor of and against your petitioner, in a certain cause pending in this court, numbered on the docket hereof, in which the said was plaintiff and your petitioner was defendant (here describe the judgment fully and accurately).

2. That on the ... day of, A. D. 19.., your petitioner, having in due time filed a motion therein for a new trial, this court entered an order overruling said motion, to which action of the court your petitioner then and there excepted and had his said exceptions entered of record.

3. That on account of the many errors therein, as is from the record apparent, your petitioner desires to remove the said judgment (and order) to the Court of Civil Appeals in and for the Judicial District of Texas, at, for revision and correction of the many errors therein.

4. That the said heretofore caused a writ of execution to issue out of this court and placed the same in the hands of, sheriff of County; and has caused said sheriff (or is about to cause said sheriff) to levy said execution upon a portion of your petitioner's property.

5. That your petitioner presents herewith a supersedeas bond in the

sum and conditioned as required by law, and is desirous of obtaining a writ of supersedeas to suspend the enforcement of said judgment and execution.

6. That, who is a resident citizen of County, Texas, is a party, and the only party, interested adversely to your petitioner in said cause, and Messrs. &, residents of County, Texas, are his attorneys of record in this cause. Wherefore your petitioner prays for a writ of supersedeas to issue herein, to the end that said execution and the enforcement of said judgment be suspended; that citation in error issue to the said, in terms of law; and that the said judgment and order may be removed to the said Court of Civil Appeals for revision and correction of the many errors therein, pointed out in your petitioner's assignments of error herein filed, and for all other proper relief.

.....
Attorney for, Petitioner.

R. S. Art. 1391 (1391).

The petitioner shall recite the judgment with sufficient certainty to identify it. Paragraphs 2, 4 and 5 in petition, should be omitted when not applicable. Writ of error may be sued out at any time within twelve months after final judgment is rendered, and not thereafter.

R. S. Art. 1389 (1389).

No. 702.

CITATION IN ERROR.

The State of Texas. To the Sheriff or any Constable of County—
Greeting:

Whereas, on the day of, A. D. 19. recovered a judgment in the Court of County, Texas, in a suit therein pending, wherein was plaintiff and was defendant, No., against said for (describe judgment as set forth in petition for writ, besides costs of suit); and whereas the said, by petition filed on the day of, A. D. 19., has made application for and obtained a writ of error for the revision and correction of said judgment: You are therefore commanded forthwith to summon the said to be and appear before the honorable Court of Civil Appeals of the Supreme Judicial District of the State of Texas, at the session thereof to be holden at the city of in the county of in said State, within sixty days from the date of the service of this citation, then and there to defend said writ of error.

Herein fail not, but of this writ make due return within days, showing how you have executed the same.

Given under my hand and official seal at my office in Texas, this day of, A. D. 19..

(Seal.)

.....
 Clerk Court County, Texas.
 By, Deputy.

R. S. Art. 1394 (1394).

No. 703.

ALIAS CITATION IN ERROR TO COURT OF CIVIL APPEALS.

'The State of Texas. To the Sheriff or any Constable of County—
 Greeting:

Whereas, on the day of, A. D. 19.., a judgment was rendered in the Court in and for County, Texas, for the sum of dollars and all costs of suit, in favor of against, in a certain cause pending in said court, numbered on the docket thereof, in which the said was plaintiff and the said was defendant (here describe the judgment as it is described in the petition for writ of error); and whereas the said has filed with the clerk of said Court, on the day of, A. D. 19.., a petition for writ of error for the revision and correction of said judgment; and whereas citation has herein been once (or twice, as the case may be) heretofore issued according to law and returned not executed (or not returned, as the case may be):

You are therefore commanded, as you have one time (or twice, as the case may be) before been, forthwith to summon the said to appear and defend the said writ of error before the said Court of Civil Appeals for the Supreme Judicial District within sixty days from the date of service of this citation, at, in the county of

Herein fail not, but of this writ make due return within ten days (or twenty days, if the defendant resides out of the county), showing how you have executed the same.

Witness, Clerk of the Court in and for County.

Given under my hand and seal of said court, at my office in, this the day of, A. D. 19..

.....
 Clerk of the Court, County, Texas.
 Issued the day of, A. D. 19..

.....
 Clerk of the Court, County, Texas.
 R. S. Art. 1397 (1397).

SHERIFF'S RETURN ON CITATION.

Came to hand this day of, A. D. 19.., at o'clock . . m., and executed on the day of, A. D. 19.., at, in County, Texas, by delivering to the within named, in person, a true copy of this writ. The distance actually traveled in the execution of such process is miles.

.
 Sheriff County, Texas.
 By, Deputy.

Fees — Service, \$; mileage, miles, \$; total, \$
 R. S. Art. 1395 (1395).

If the defendant in error is a nonresident of the State, or if it appears from the return of the sheriff or constable that he cannot be found in the county of his residence, the citation shall direct the officer to summon the defendant by making service on his attorney of record, if there be one.

R. S. Art. 1398 (1398).

No. 704.

COST BOND TO COURT OF CIVIL APPEALS.

. vs. No. In the Court of County, Texas.

Whereas, in the above styled and numbered cause, pending in the Court of County, and at a regular term of said court, to wit, on the day of, A. D. 19.., the said recovered judgment against the said for the sum of dollars, with interest thereon from the day of, A. D. 19.., at per cent per annum, and all costs of suit (and whereas, on the day of, A. D. 19.., a motion theretofore filed by the said praying for a new trial was overruled, to which action of the court the said then and there excepted and gave notice of appeal to the Court of Civil Appeals of the Supreme Judicial District at), from which judgment (and order) the said has taken an appeal (or sued out a writ of error, as the case may be) to the Court of Civil Appeals for the Supreme Judicial District, at, in the county of :

Now therefore we,, as principal, and and, as sureties, acknowledge ourselves bound to pay the sum of dollars (to be at least double the probable amount of the costs of the suit in the Court of Civil Appeals, the Supreme Court and the court below, to be fixed by the clerk of the court below),

conditioned that the said, appellant (or plaintiff in error, as the case may be), shall prosecute his appeal (or writ of error, as the case may be), with effect,* and shall pay all the costs which have accrued in the court below, and which may accrue in the Court of Civil Appeals and the Supreme Court.

Witness our hands this the day of, A. D. 19..

.....
Principal.
.....
Surety.
.....
Surety.

I have fixed the probable amount of the costs of this suit in the Court of Civil Appeals, the Supreme Court and the court below at dollars, and approve the foregoing bond, this the day of, A. D. 19..

.....
Clerk of the Court of County, Texas.
R. S. Art. 1400 (1400).

Appeal bond should be filed within twenty days after the expiration of the term. If the term of the court may by law continue more than eight weeks, the bond or affidavit in lieu thereof shall be filed within twenty days after notice of appeal is given, if the party taking the appeal resides in the county, or thirty days if he resides out of the county.

R. S. Art. 1387 (1387).



No. 705.

AFFIDAVIT IN LIEU OF APPEAL BOND.

..... vs. No. In Court of
County, Texas.

Before me, the undersigned authority, on this day personally appeared: , the defendant in the above styled and numbered cause, pending (or lately pending) in the Court of County, Texas, who, being by me first duly sworn, on his oath says, that at a regular term of said court, to wit, on the day of, A. D. 19.., the said, plaintiff in said cause, recovered a judgment against him, the said, for the sum of dollars, with interest thereon from the day of, A. D. 19.., at the rate of per cent per annum, and all costs of suit, from which said judgment he, the said, desires to prosecute an appeal (or

writ of error, as the case may be) to the Court of Civil Appeals for the Supreme Judicial District, and that he is unable to pay the costs of appeal (or writ of error, as the case may be), or any part thereof, or to give security therefor.

And affiant further states, on his oath aforesaid, that he resides in County, Texas (the county of which the county judge taking the proof is judge, in case he is not the judge of the court wherein the judgment appealed from was rendered).

.....

Subscribed and sworn to before me, by, this the day of, A. D. 19..

.....

Judge of the Court of County, Texas.
R. S. Art. 1401 (1401).

Such proof shall be made before the county judge of the county where such party resides, or before the court trying the case, and shall consist of the affidavit of the party, stating his inability to pay the costs. Said affidavit may be contested by any officer of the court or party to the suit, whereupon it shall be the duty of the court trying the case, if in session, or the county judge of the county in which the suit is pending, to hear evidence and to determine the right of the party, under this article, to his appeal.

Order of court must show that same was made in session. A. Sidotas v. Rapid Transit Ry. Co., Texas L. Journal, Vol. 3, No. 4, p. 464; 89 T. 77, Graves v. Horn.



No. 706.

SUPERSEDEAS BOND.

..... vs. No. In the Court of County, Texas.

Whereas, in the above entitled and numbered cause, pending in the Court of County, Texas, and at a regular term of said court, to wit, on the day of, A. D. 19.., the said recovered judgment against the said for the sum of dollars, with interest thereon from the day of, A. D. 19.., at per cent per annum, and all costs of suit (and whereas, on the day of, A. D. 19.., a motion theretofore filed by the said praying for a new trial was overruled, to which action of the court the said then and there excepted and gave notice of appeal to the Court of Civil Appeals of the Supreme Judicial District, at), from which judgment (and

order) the said has taken an appeal (or sued out a writ of error) to the Court of Civil Appeals for the Supreme Judicial District, at, in the county of

Now therefore we,, as principal, and and, as sureties, acknowledge ourselves bound to pay said the sum of dollars (at least double the amount of the judgment, interest and costs), conditioned that the said, appellant (or plaintiff in error, as the case may be), shall prosecute his appeal (or writ of error, as the case may be), with effect, and in case the judgment of the Supreme Court or the Court of Civil Appeals shall be against him, he shall perform its judgment, sentence or decree, and pay all such damages as said court may award against him.

Witness our hands this the day of, A. D. 19..

.....
Principal.
.....
Surety.
.....
Surety.

I have fixed the probable amount of the costs of this suit in the Court of Civil Appeals, the Supreme Court and the court below at dollars, and approve the foregoing bond.

This the day of, A. D. 19..

.....
Clerk of the Court of County, Texas.
R. S. Art. 1404 (1404).



No. 707.

SUPERSEDEAS BOND FOR LAND.

..... vs. No. In the Court of County, Texas.

Whereas, in the above styled and numbered cause, pending in the Court of County, Texas, and at a regular term of said court, to wit, on the day of, A. D. 19.., the said recovered judgment against the said for the sum of dollars, with interest thereon from the day of, A. D. 19.., at per cent per annum, and all costs of suit (and whereas, on the day of, A. D. 19.., a motion theretofore filed by the said, praying for a new trial, was overruled, to which action of the court the said then and there excepted and gave notice of appeal to the Court of Civil Appeals of the Supreme Judicial

District, at), from which judgment (and order) the said has taken an appeal (or sued out a writ of error, as the case may be) to the Court of Civil Appeals for the Supreme Judicial District, at, in the county of

Now therefore we,, as principal, and and, as sureties, acknowledge ourselves bound to pay said the sum of dollars (at least double the amount of the judgment, interest and costs), conditioned that the said, appellant (or plaintiff in error, as the case may be), shall prosecute his appeal (or writ of error, as the case may be) with effect, and in case the judgment of the Supreme Court or the Court of Civil Appeals shall be against him, he shall perform its judgment, sentence or decree, and pay all such damages as said court may award against him; and that said, appellant (or plaintiff in error, as the case may be), shall, in case the judgment is affirmed, pay the said, appellee (or defendant in error, as the case may be), the value of the rent or hire of such property, in any suit which may be brought therefor.

Witness our hands this the day of, A. D. 19..

.....
Principal.
.....
Surety.
.....
Surety.

I have fixed the probable amount of the costs of this suit in the Court of Civil Appeals, the Supreme Court and the court below at dollars and approve the foregoing bond, this the day of, A. D. 19..

.....
Clerk of the Court of County, Texas.
R. S. Art. 1405 (1405).

When the judgment is for damages as well as for land, the bond must be conditioned as required in article 1404 as well as in this article.



No. 708.

SUPERSEDEAS BOND IN ERROR.

..... vs. No. In Court of
County, Texas, Term, A. D. 19..

Whereas, in the above entitled and numbered cause, pending in the Court of County, Texas, at a regular term of said court, to wit, on the day of, A. D. 19.., the said

recovered judgment against the said for the sum of dollars, with interest thereon from the day of, A. D. 19.., at the rate of per cent per annum, besides costs of suit, and the said, on the day of, A. D. 19.., filed in said court his petition for a writ of error, stating that he desires to remove said judgment and proceedings to our Court of Civil Appeals for the Supreme Judicial District for revision and correction:

Now therefore we, the said, as principal, and and, as sureties, acknowledge ourselves bound to pay to the said the sum of dollars.

Conditioned that the said, plaintiff in error, shall prosecute his said writ of error with effect, and in case the judgment of the Supreme Court or the Court of Civil Appeals shall be against him, that he shall perform its judgment, sentence or decree, and pay all such damages as said court may award against him.

Witness our hands this day of, A. D. 19..

.....
Principal.
.....
Surety.
.....
Surety.

I have fixed the probable amount of the costs of this suit in the Court of Civil Appeals, the Supreme Court and the court below at dollars and approve the foregoing bond, this the day of, A. D. 19..

.....
Clerk of the Court, County, Texas.
By, Deputy.

R. S. Art. 1404 (1404).

No. 709.

WRIT OF SUPERSEDEAS.

The State of Texas. To the Sheriff or any Constable of County
— Greeting:

Whereas, on the day of, A. D. 19.., in cause No., entitled vs. in the Court of County, judgment was rendered in said court in favor of said plaintiff and against said defendant for the sum of dollars and all costs in that behalf expended, and to enforce the collection of which judgment the clerk of said court did, on the day of, A. D. 19.., at the request of said plaintiff, issue an execution against the property of said

defendant, which execution is now in the hands of, sheriff of County.

And whereas, since the issuance of said execution on, to wit, the . . . day of, A. D. 19.., the defendant in said judgment filed in this court a supersedeas bond in said cause:

Therefore, you are hereby commanded that you require the said, sheriff of said county aforesaid, to suspend all further proceedings, under the aforesaid execution, until said cause is finally determined by the (Supreme or Appellate Court) to which the same has been appealed.

Herein fail not, but of this writ make due return showing how you have executed the same.

Witness, Clerk of the Court of County.

Given under my hand and seal of said court, at office in, on this the . . . day of, A. D. 19..

Clerk Court, County, Texas.

By, Deputy.

R. S. Art. 1406 (1406).

No. 710.

CLERK'S CERTIFICATE AND INDORSEMENT ON TRANSCRIPT.

CAPTION.

The State of Texas, County of

At a term of the district (or county) court, begun and holden at, within and for the county of, before the Hon., and ending on the . . . day of, A. D. 19.., the following case came on for trial, to wit: vs., No.

CERTIFICATE.

The State of Texas, County of

I,, clerk of the district (or county) court in and for the county of, hereby certify that the foregoing pages contain a true and correct transcript of the record of all the proceedings had in this cause (or a transcript of all the proceedings in this cause, except the citation and return thereon, or except (here state the part omitted) which is omitted by agreement copied in the transcript (or is a true and correct copy of the proceedings in the case, except the pleadings and anything else not included in the agreed case, and also the

agreed case together with the approval of the judge), as the same appears of record and now on file in my office.

To certify which, witness my hand and seal of this court this the day of, A. D. 19..

(Seal.)

.....
Clerk of the District Court, County, Texas.

INDORSEMENT.

....., Appellant (or Plaintiff in Error). Appellee (or Defendant in Error). From County.

Applied for by on the day of, A. D. 19.., and delivered to (same person) on the day of, A. D. 19..

.....
Clerk of the District Court, County, Texas.

R. S. Art. 1416 (1416).

No. 711.

BRIEF.

No.

IN THE COURT OF CIVIL APPEALS OF TEXAS.

For the Supreme Judicial District, at

....., Appellant (or Plaintiff in Error)

vs.

....., Appellee (or Defendant in Error).

From Court of County.

Brief for Appellant (or Plaintiff in Error)

or

Brief for Appellee (or Defendant in Error).

STATEMENT OF THE NATURE AND RESULT OF THE SUIT.

(The appellant or plaintiff in error, in preparing his brief, shall make a preliminary statement in general terms of the nature and result of the suit, such, for example, as the following: "This was an action of trespass to try title, which was brought by the appellant against the appellee and in which judgment was rendered for the defendant." This may, at

the option of the counsel for the appellant or plaintiff in error, be followed by a brief statement of the case and such other matters as may be deemed proper as an introduction to the assignments of error, as, for instance, among other things as follows: Judgment was rendered for the plaintiff for the land in controversy. Motion for new trial was filed, and on the day of, A. D. 19. . ., was by the court in all things overruled, to which action of the court the defendant excepted, and in open court gave notice of appeal to the Court of Civil Appeals of the Supreme Judicial District and filed his appeal bond as required by law. And this cause has been properly brought to this court by appeal (or writ of error, as the case may be).

(The appellee, or defendant in error, may acquiesce in appellant's statement of the nature and result of the suit or correct that part of same which is objectionable, or he may make a statement of the nature and result of the suit, as required by the appellant.)

See Rule 29.

FIRST ASSIGNMENT OF ERROR.

(Here copy the assignment of error, and give the subsequent assignments as they appear in the brief.)

FIRST PROPOSITION UNDER FIRST ASSIGNMENT OF ERROR.

(Here state the proposition of law raised by said assignment, or if said assignment is in the nature of a proposition of law, then submit it as such, thus: "First Assignment of Error Adopted as a Proposition.")

(Appellee's brief, the counter proposition may be stated thus: First Counter Proposition to First Proposition under First Assignment of Error. Appellee must here state the proposition of law contended for by him under said assignment.)

STATEMENT.

(Here make a statement from the record of such matters as are necessary to support said proposition, giving the page of the record from the transcript, as Tr.)

AUTHORITIES.

(Here give the authorities relied on in the order given in rule 36.)

ARGUMENT.

(Here may follow the argument, or a separate written argument may be filed.)

We respectfully submit this cause upon the record and this brief, and pray that the judgment may be reversed and remanded (or rendered, or affirmed, as the case may be).

.....
Attorney for, Appellant (or Appellee).

No. 712.

NOTICE OF FILING BRIEF.

....., Appellant, vs., Appellee. No.
To, Appellee in the above entitled cause, or,
Attorney of Record:

You are hereby notified that the above named appellant, on the ... day of, A. D. 19.., filed with me as clerk of the Court of County, Texas, a copy of his brief, which has been by me deposited with the papers of the cause with the date of the filing indorsed thereon.

Given under my hand and seal of said court, at office in, Texas, this the day of, A. D. 19..

.....
Clerk Court, County, Texas.

SHERIFF'S RETURN THEREON.

Came to hand this day of, A. D. 19.., at o'clock ..m., and executed on this the day of, A. D. 19.., by delivering to, at, in County, Texas, attorney of record for the within named appellee, in person a true copy of this notice. The distance traveled in the execution of such process is miles.

Fees, \$.....

.....
Sheriff County, Texas.

R. S. Art. 1417 (1416a).

The appellant or plaintiff in error, not less than five days before the time of filing the transcript in the Court of Civil Appeals, shall file with the clerk of the district court a copy of his brief, which shall be by the clerk deposited with the papers of the cause, with the date of filing indorsed thereon, and the clerk shall forthwith give notice to the appellee or defendant in error, or his attorney of record, of the filing of such brief, and in twenty days after such notice the appellee or defendant in error shall file a copy of his brief with the clerk of said court below.

On or before the day fixed for the hearing of the cause, four copies of the brief of each of the parties required to be filed in the office of the clerk of the trial court shall be filed with the papers in the cause in the office of the clerk of the Court of Civil Appeals.

Rule 41a C. of A.

No. 713.**MOTION TO AFFIRM ON CERTIFICATE.**

No. In the Court of Civil Appeals, Supreme Judicial District of Texas, at

....., appellant (or plaintiff in error) vs., appellee (or defendant in error). Appealed from County. Motion of appellee (or defendant in error.)

Now comes, appellee (or defendant in error), in the above entitled cause pending in this court, and says that the appellant (or plaintiff in error) has failed to file a transcript of the record of this cause in this court as directed by law, as is fully shown by certificate of affirmance on file in this court. Wherefore he asks that the judgment of the court below be affirmed on certificate by this court.

Respectfully submitted,

.....
Counsel for Appellee (or Defendant in Error).

Rule C. A. 44.

No. 714.**CERTIFICATE OF AFFIRMANCE.**

The State of Texas, County of

At a term of the court, begun and holden at within and for the county of, before the Hon., judge thereof, on the day of, A. D. 19.., and ending on the day of, A. D. 19.., the following cause came on for trial:, Plaintiff, vs., Defendant. No.

And afterward, to wit, on the day of, A. D. 19 .., a judgment was rendered therein by said court, in words and figures as follows: (here copy the judgment.)

(And afterward, to wit, on the day of, A. D. 19.., said filed in said court his motion for a new trial in words as follows (here copy the motion), which said motion was on the day of,, A. D. 19.., in all things overruled.)

And afterward, to wit, on the day of, A. D. 19 .., said, in open court, gave notice of appeal, which was noted on the docket and entered of record in words as follows (here copy the entry).

And afterward, to wit, on the day of, A. D. 19 .., said filed his appeal bond in words and figures as follows: (here copy appeal bond and indorsements).

And afterward, to wit, on the day of, A. D. 19 . . ., said filed his appeal bond in words and figures as follows: (here copy petition for writ of error and the bond with their indorsements).

And afterward, to wit, on the day of, A. D. 19 . . ., the clerk of said court issued a citation in error, which was duly served upon defendant in error, which, with the return thereon, is in words and figures as follows: (here copy the citation in error and the return thereon).

[In cases appealed from a court, wherein the judgment rendered is not sufficient in amount to confer jurisdiction upon such court, such portion of the record should be included in the certificate as will serve to show that such court had jurisdiction over the subject matter of litigation, as follows: That the plaintiff's petition in this cause is in words as follows: (here copy the petition) or this cause originated in a justice of the peace court and the original citation and statement of plaintiff's cause of action and the transcript on appeal therefrom are in words and figures as follows: (here copy citation and transcript on appeal).]

The State of Texas, County of

I., clerk of the court of County, Texas, hereby certify that the foregoing pages contain a true and correct copy of the judgment (motion for new trial, if made), notice of appeal, appeal bond (petition and bond for writ of error, and citation and return thereon), (original petition, or original citation and transcript on appeal) in a certain cause determined in said court, numbered on the docket thereof, wherein is plaintiff and is defendant.

Witness my hand and the seal of said court this the day of, A. D. 19 . . .
(Seal.)

Clerk of the District Court of County, Texas.

Indorsement:, Appellant (or Plaintiff in Error).
., Appellee (or Defendant in Error). From
County.

Applied for by on the day of, A. D. 19 . . .,
and delivered to (same person) on the day of,
A. D. 19 . . .

.
Clerk of the District Court of County, Texas.

R. S. Art. 1016.

The transcript shall be filed with the clerk of the Court of Civil Appeals within ninety days from the perfecting of the appeal or service of the writ of error; provided, that for good cause the court may permit the transcript to be thereafter filed upon such terms as it may prescribe.

R. S. Art. 1015.

No. 715.

NEW APPEAL BOND.

..... vs. No. In the District Court of
..... County, Texas.

Whereas, in the above styled and numbered cause, pending in the District Court of County, and at a regular term of said court, to wit, on the day of, A. D. 19.., the said recovered judgment against the said for the sum of dollars, with interest thereon from the day of, A. D. 19.., at per cent per annum, and all costs of suit (and whereas, on the day of, A. D. 19.., a motion theretofore filed by the said, praying for a new trial was overruled, to which action of the court the said then and there excepted and gave notice of appeal to the Court of Civil Appeals of the Supreme Judicial District at), from which judgment (and order) the said has taken an appeal (or sued out a writ of error, as the case may be) to the Court of Civil Appeals of the Supreme Judicial District, at, in the county of; and whereas, on the day of, A. D. 19.., the said filed an appeal (or writ of error) bond in the said cause, which was on the day of, A. D. 19.., on motion of the said, appellee (or defendant in error), held by the Court of Civil Appeals of the Supreme Judicial District to be defective in substance (or which bond is conceded to be defective in substance); and whereas, said Court of Civil Appeals made and entered an order allowing and permitting the said, appellant (or plaintiff in error), days from the date of said order within which to file a new appeal (or writ of error) bond conditioned as required by law:

Now therefore we,, as principal, and and, as sureties, acknowledge ourselves bound to pay the sum of dollars, conditioned that the said, appellant (or plaintiff in error), shall prosecute his appeal with effect, and shall pay all the costs which have accrued in the court below, and which may accrue in the Court of Civil Appeals and the Supreme Court.

Witness our hands this the day of, A. D. 19..

.....
Principal.
.....
Surety.
.....
Surety.

I have fixed the probable amount of the costs of this suit in the Court of Civil Appeals, the Supreme Court and the court below at dollars, and approve the foregoing bond, this the day of, A. D. 19..

.....
Clerk of the District Court of County, Texas.

R. S. Art. 1025.

No. 716.

MOTION FOR REHEARING IN THE COURT OF CIVIL APPEALS.

IN THE COURT OF CIVIL APPEALS.

For the Supreme Judicial District, at

....., Appellant (or Plaintiff in Error)

vs.

....., Appellee (or Defendant in Error).

Appeal from the District Court of County, Texas.

APPLICATION FOR REHEARING.

Now comes the appellant (or plaintiff in error, as the case may be) (or appellee, or defendant in error), in the above styled and numbered cause, and moves the court to set aside the judgment heretofore rendered in this cause affirming (or reversing and remanding or rendering, as the case may be) the judgment of the court below, and to grant a rehearing, and reverse (or affirm) the judgment of the court below for the following reasons, to wit:

First. Because the court erred (here state the error complained of by appellant (or appellee) against the Court of Civil Appeals).

Statement. (Here make a statement from the record of such matters as tend to sustain the contention made.)

Authorities. (Here state the authorities relied on.)

Remarks. (Here may follow such an argument on the proposition as the counsel may desire to make.)

Second. Etc.

Appellant (or appellee) represents that, who resides in County, Texas, is the attorney of record of the appellee (or appellant), (or if unknown, give the name and residence of the opposing party as shown by the record).

Wherefore appellant (or appellee) prays that notice according to law be given of this application, and that, on hearing hereof, the judgment

affirming (or reversing) the cause heretofore rendered herein be set aside and a rehearing granted, and that further proceedings be had herein as prayed for in appellant's (or appellee's) original brief.

.....
Attorney for, Appellant (or Appellee).
Postoffice:, Texas.
R. S. Art. 1030.

Said motion may be filed within fifteen days after the date of entry of the judgment or decision of the court or the filing of the findings of fact and conclusions of law.



No. 717.

PETITION FOR WRIT OF ERROR TO SUPREME COURT.

IN THE SUPREME COURT OF THE STATE OF TEXAS.

....., Plaintiff in Error, versus, Defendant in Error.

Appeal from the District Court of County, Texas. Judgment reversed and the cause remanded by the Court of Civil Appeals for Supreme Judicial District, at, and appellee's motion for rehearing overruled.

APPLICATION FOR WRIT OF ERROR.

To the Honorable Supreme Court of the State of Texas:

Your petitioner,, respectfully represents that, in the above styled and numbered cause, on the day of, A. D. 19.., the Court of Civil Appeals, at, reversed and remanded said cause and thereafter, in due time, your petitioner filed his application for a rehearing in said Court of Civil Appeals, which application was thereafter by the said court overruled and denied.

Petitioner further represents to the court that the said judgment of the Court of Civil Appeals practically settles the case, as will appear to this honorable court from the following statement of the case:

The petition charges, in substance (here state the substance of the petition, or the issues in the case as raised in the pleadings).

The trial resulted in a verdict and judgment (here state the result of the trial).

The defendant appealed, and the Court of Civil Appeals held as follows: (here state the holding of the court).

The witness (here state such portion of the evidence in the case as will show that the Court of Civil Appeals erred in matter of law).

The evidence relied upon by the defendant for the purpose of showing (here state substance, as above, to show error of law).

Your petitioner now applies to the Supreme Court for a writ of error to the end that said court may review the said cause and the action of the Court of Civil Appeals therein, and correct such action, and as reasons and grounds for the granting of such writ of error, your petitioner assigns the following errors committed by the Court of Civil Appeals in reversing said judgment and remanding said cause, and in refusing a rehearing, to wit:

First. The Court of Civil Appeals erred in (here state the error); because (here state the reasons).

Statement from the Record. (Here make such statement as appears proper from the record.)

Authorities. (Here cite the authorities.)

Remarks. (Here may follow an argument.)

Your petitioner represents that, who resides in County, Texas, is the attorney of record of the appellant.

Wherefore petitioner prays for a writ of error in said cause to the end that said cause may be brought before this court, and the aforesaid errors reviewed and corrected.

.....
Attorney for Plaintiff in Error.

Postoffice:, Texas.

R. S. Art. 942 (1011b).

Rule 1.

The petition shall be filed with the clerk of the Court of Civil Appeals within thirty days from the overruling of the motion for rehearing.

No. 718.

BOND, WHEN REQUIRED.

....., Plaintiff in Error, vs., Defendant in Error.
No. In the Supreme Court of the State of Texas.

Whereas in the above styled and numbered cause pending in the Supreme Court of the State of Texas, and at a regular term of said court, to wit, on the day of , A. D. 19. . . , the said , plaintiff in error, having theretofore filed an application in said court for a writ of error to review a judgment of the Court of Civil Appeals of the Supreme Judicial District of Texas, at , reversing and remanding (or affirming) a certain cause then pending in said Court of Civil Appeals, wherein was appellant (or plaintiff in error) and was appellee (or defendant in error);

and whereas the said, plaintiff in error, in said Supreme Court, has given no appeal (or writ of error) bond in this cause; and whereas the said Supreme Court, by an order made and entered of record, on the . . . day, A. D. 19.., specified that the plaintiff in error, as a condition precedent to his right to have said writ of error granted, should enter into bond in the sum of dollars:

Now therefore we,, plaintiff in error, as principal, and and, as sureties, acknowledge ourselves bound to pay the sum of dollars, conditioned that the said, plaintiff in error, shall prosecute his writ of error with effect, and shall pay all the costs which have accrued in the court below, and which have accrued in the Court of Civil Appeals and which may accrue in the Supreme Court.

Witness our hands this theday of, A. D. 19..

.
Principal.
.
Surety.
.
Surety.

This bond is approved and filed this theday of, A. D. 19..

.
Clerk of the District Court of County, Texas.
R. S. Art. 942 (1011b).

Said bond shall be filed in the trial court, to be approved by the clerk of said court, and a certified copy thereof shall be at once transmitted to the Supreme Court.

No. 719.

AFFIDAVIT OF INABILITY TO PAY COSTS AND MOTION TO RETURN MANDATE.

No. In the Court of Civil Appeals, Supreme Judicial District of Texas, at

....., Appellant (or Plaintiff in Error) vs., Appellee (or Defendant in Error). Appealed from County.
Affidavit and motion of appellee (or defendant in error).

Now comes, appellee (or defendant in error) in the above entitled cause, lately pending in this court, who, being duly sworn, upon his oath says, that he is unable to pay the costs adjudged against him upon the rendition of final judgment herein, or any part thereof, or give security therefor.

Wherefore he prays the court for an order to require the clerk of this court to issue mandate in this cause to the court below, etc.

.....

Subscribed and sworn to before me, by, this the day of, A. D. 19..

(Seal.)

.....

(Official Character).

R. S. Art. 976 (1050).



No. 720.

PETITION FOR REMOVAL OF A CASE TO THE UNITED STATES CIRCUIT COURT ON THE GROUND OF CITIZENSHIP.

....., Plaintiff, vs., Defendant. No. In District Court of County, Texas.

To the Honorable District Court of said County:

Now comes your petitioner and respectfully shows to the court, that the matter and amount in dispute in the above entitled cause exceeds the sum or value of \$2,000, exclusive of interest and costs. That the controversy in said suit is, and at the time of the commencement of this suit was, between citizens of different States, and that your petitioner, the defendant in the above entitled and numbered suit, was at the time of the commencement of this suit, and still is, a resident of and a citizen of the city of, in the county of, in the State of, and a nonresident of the State of Texas, and that the plaintiff,, was then, and still is, a resident and citizen of the county of, in the State of Texas.

And your petitioner further shows to the court that the time within which defendant is required by the laws of the State of Texas, or the rule of said court in which this suit is brought, to answer or plead to the declaration or complaint of the plaintiff, has not yet expired, and your petitioner offers herewith bond, with good and sufficient surety, for his entering in the Circuit Court of the United States for the District of Texas, at, on the first day of its next session, a copy of the record in this suit, and for paying all costs that may be awarded by said circuit court, if said court shall hold that this suit was wrongfully or improperly removed thereto.

Wherefore defendant prays this honorable court to proceed no further herein, except to make the order of removal required by law, and to accept the said surety and bond, and to cause the record herein to be removed into said Circuit Court of the United States in and for the district, at, and as in duty bound he will ever pray.

....., Petitioner.

....., Attorney for Petitioner.

The State of Texas, County of

....., being duly sworn, on his oath says that he is the defendant in the above entitled and numbered cause, and has carefully read over the above and foregoing petition, and knows the contents thereof, and that the statements therein contained are true.

Sworn to and subscribed before me, this the day of, A. D. 19.. (Seal.)



No. 721.

PETITION FOR REMOVAL WHERE THERE IS A SEPARABLE CONTROVERSY WHICH IS WHOLLY BETWEEN CITIZENS OF DIFFERENT STATES.

..... vs. No. In District Court of County, Texas.

To the Honorable District Court of said County:

Now comes your petitioner,, and respectfully represents to the court that he is one of the defendants in the above entitled and numbered cause, and that the matter and amount in dispute exceeds the sum or value of \$2,000, exclusive of interest and costs.

And your petitioner shows to this court that said suit is of a civil nature, and there is in said suit a controversy which is wholly between citizens of different States, and which can be fully determined as between them, to wit: between, the plaintiff, who is and was at the time of the commencement of this suit a citizen of the State of, and your petitioner,, who is and was at the time of the commencement of this suit, a citizen of the State of

And your petitioner further shows to the court that said controversy is of the following nature, to wit (here set out the nature of the controversy, and show the separate part of it, and how it can be fully determined between the parties named in this petition).

And your petitioner also shows to the court that the said plaintiff and your petitioner are both actually interested in said controversy; that the time within which this defendant is required by the laws of the State of Texas, or the rule of said court in which this suit is brought, to answer or plead to the declaration or complaint of the plaintiff, has not yet expired, and your petitioner offers herewith bond, with good and sufficient surety, for his entering in the Circuit Court of the United States for the District of Texas, at, on the first day of its next session, a copy of the record in this suit, and for paying all costs

that may be awarded by said circuit court, if said court shall hold that this suit was wrongfully or improperly removed thereto.

Wherefore defendant prays this honorable court to proceed no further herein, except to make the order of removal required by law, and to accept the said surety and bond, and to cause the record herein to be removed into said Circuit Court of the United States in and for the District, at, and as in duty bound he will ever pray., Petitioner.

(Add verification, as in preceding form.)

No. 722.

BOND FOR REMOVAL TO UNITED STATES COURT.

The State of Texas, County of

Know all men by these presents, that I,, as principal, and and, as sureties, are held and firmly bound unto in the sum of dollars, for the payment of which, well and truly to be made, we do jointly and severally bind ourselves, our heirs, legal representatives and assigns, firmly by these presents.

The condition of the above bond is as follows: That, whereas, the above-bounden,, has filed his petition in the District Court in and for the county of, State of Texas, for the removal to the Circuit Court of the United States, in and for the District of Texas, at, of a certain cause pending in said State Court No. on the docket thereof, wherein the said is plaintiff, and the said is defendant.

Now, if the said shall enter in the said Circuit Court of the United States, on the first day of its next session, a copy of the record in said suit, and shall well and truly pay all costs that may be awarded by said Circuit Court of the United States, if said court shall hold that said suit was wrongfully or improperly removed thereto, then this obligation shall be void, otherwise to remain in full force and virtue.

Witness our hands and seals this day of, A. D. 19..

(Seal.)

.....
.....
.....

Sufficiency of the bond is a question for the court and not of its clerk.

No. 723.

ORDER OF REMOVAL FROM STATE COURT TO UNITED STATES COURT.

..... vs. No. In District Court of
County, Term, A. D. 19..

Now on this the day of, A. D. 19., came
and presents herein his petition for removal of this cause to the
Court of the United States for the District of Texas, and this
circuit and district, and also his bond, conditioned according to law, and
it is now ordered that said petition and bond be filed and said bond be
accepted and approved, and this court will proceed no further herein,
the said cause being removed to the Court of the United States
for the District of Texas, by virtue of said petition and bond.



No. 724.

PROOF OF HEIRSHIP.

The State of Texas, County of

Before me, the undersigned authority, on this day personally appeared
..... and, each known to me to be credible persons,
each being by me duly sworn upon his oath says that he was personally
and well acquainted with and his wife,
during their lifetime; that they lived together as husband and wife until
the death of the said; that the following children, only,
were born of said marriage, to wit:, and,
all of whom are now living; that the said departed this
life in County, Texas, on or about the day of, A.
D. 19., intestate, leaving his wife,, and the following
children surviving him, to wit:, and
....., his only surviving heirs at law.

That departed this life in County, Texas,
intestate, on or about the day of, A. D. 19., leaving the
following children, her only surviving heirs at law, to wit:,
..... and That affiants were each personally
and intimately acquainted with the said and,
and their said children, and no other issue were born of said marriage,
except as above named, and that the said did not remarry
after the death of her said husband,

That, and are all and the
only surviving heirs at law of the said and
.....
.....

Sworn to and subscribed before me, under my official hand and seal,
this day of, A. D. 19..
Notary Public in and for County, Texas.

FORMS FOR THE INCORPORATION OF INDEPENDENT SCHOOL DISTRICTS.

FOREWORD.

I.

The statutory provisions governing the incorporation of towns and villages for free school purposes only, are Articles 616a and 580 to 586 of Sayles' Texas Civil Statutes, and sections 149 to 152 of chapter 124, General Laws of Regular Session of Twenty-ninth Legislature (same numbered sections of The School Laws, compilation of 1905).

Before instituting proceedings to incorporate, READ CAREFULLY the following forms and notes:

II.

AS SOON AS THE BOARD OF TRUSTEES HAVE ORGANIZED, they should send to the State Superintendent of Public Instruction a record of the incorporation proceedings, containing:

1. A certified copy of the petition (Form 1) *and the attached map*, to which copy must be attached the county surveyor's certificate (Form 2).

2. A certified copy of the election order (Form 3).

3. A certified copy of the election notice (Form 4) *with the attached affidavit* (Form 5).

4. A certified copy of the returns of the election on incorporation (Form 6) and of the election for trustees (Form 7).

5. A certified copy of the order declaring the result of the elections (Form 8).

6. The certificate of the county judge (Form 9) — the original, not a copy; and

7. The certificates as to incorporation of the town for municipal purposes — *if it ever was* incorporated (Form 10).

This record will be submitted to the Attorney-General for his opinion upon the legality of the incorporation, and the State Superintendent will promptly advise the trustees of the Attorney-General's opinion.

The record will be retained by the Attorney-General and the trustees will not be required to furnish another record should they later desire to issue bonds.

All of the copies and certificates should be accurately made and certified and *plainly written*. Preferably, they should be *typewritten*.

No. 725.

(i) PETITION FOR ELECTION TO INCORPORATE.

(Form No. 1.)

To Hon., County Judge of County, Texas:

We, your petitioners, respectfully represent:

1. That we are residents of the town of in said county of (a); that we have resided in said town for more than six months, and that we are qualified voters of said town under the provisions of chapter 11, title 18, of the Revised Statutes of 1895;

2. That said town of has two hundred inhabitants or over, to wit: about hundred inhabitants (b);

3. That said town is not incorporated (c) for municipal purposes and has never assumed control of the public schools within its limits;

4. That the inhabitants of said town desire that said town shall form an incorporation for free school purposes only, within the boundaries hereinafter described by metes and bounds, under Article 616a of the Revised Statutes of 1895, as amended by Chapter 45 of the Acts of the Twenty-fifth Legislature (General Laws of 1897), to be known as " (d) Independent School District; "

5. That the territory proposed to be so incorporated is described by metes and bounds as follows: (e)

Beginning in said county at
.
.
.

6. That said territory is situated (f), and includes within its bounds the said town of;

7. That said territory is laid out in a square as near as is practicable with reference to the location of the school building therein (g) and does not exceed an area of twenty-five square miles. A plat of said territory accompanies this petition as a part hereof (h).

Wherefore we pray that an election be ordered within said town for the purpose of determining if said town shall form an incorporation for free school purposes only within the boundaries above set out; and

We further pray that an election be ordered to be held at the same time designated for holding the election above petitioned for, for the election of a board of trustees for said independent school district, as provided in Sections 162 et seq., of Chapter 124 of the General Laws of the Regular Session of the Twenty-ninth Legislature.

(a)
.
.
.
.

NOTES.

(a) The petition must be signed by at least twenty qualified voters who are residents of the *town proper*,—not merely residents in the territory proposed to be incorporated.

(b) The *town proper* must have 200 inhabitants or over. It is not enough that the proposed district has that population.

(c) If the town is incorporated, omit this paragraph (No. 3) and instead say:

“That said town is incorporated for municipal purposes as a town or village under the general laws of the State, but has never assumed control of the public schools within its limits.”

ONLY “TOWNS AND VILLAGES” may form these corporations. If the town is incorporated as a “*city or town*,” it can assume control of its schools under Sections 133, 134 and 135 of The School Laws, but it CANNOT form a corporation for free school purposes only under Article 616a.

(d) Insert the name of the town. The name of the independent school district should be the name of the town *followed by* the words Independent School District.

(e) The boundaries should be described with care and exactness. It is advised that the field notes be prepared by the county surveyor, as it is of first importance that the boundaries shall be correctly given.

The petition cannot be amended or corrected in any particular after the county judge has ordered the election.

(f) Insert *either* “wholly within said county of, OR: “in the counties of and,” as is the case.

In every case, the petition for the election must be presented to, and the election ordered by, the county judge of the county in which the *town* is situated.

(g) This proviso is contained in Section 149, Chapter 124, General Laws of 1905 (same numbered section of The School Laws, compilation of 1905).

(h) A plat of the territory must be attached to the petition. *It must not be* merely an outline sketch of the proposed district.

It should be such a map as will make it possible to examine the field notes and therefore should designate the surveys *within* and those *bounding* the district, and, where necessary, course and distance of the lines must be given. It would be well to have the county surveyor prepare both the map and field notes.

(i) After the county judge orders the election, this petition should be filed in the county clerk’s office. The record (see Paragraph II, page 1) must contain a copy of the petition *and attached map*, certified by the county clerk, under the seal of the county court, to be a true, full and correct copy of the original petition *and attached map* on file in his office.

AFTER the county clerk has made this certified copy, there should be attached to it the county surveyor’s certificate (Form 2).

No. 726.

(a) CERTIFICATE OF COUNTY SURVEYOR.

(Form No. 2.)

The State of Texas, County of

I,, county surveyor of said county, do hereby certify that the field notes contained in the foregoing and attached copy of petition correctly describe the territory included within the limits of the Independent School District;

That the map or plat attached to said copy of petition correctly designates the boundaries of said incorporation and the surveys lying within and bounding the said district;

That the area of the territory comprehended within said boundaries is acres, or square miles.

Witness my hand this day of, 19..

.....
County Surveyor, County, Texas.

NOTES.

(a) This certificate to be attached to the certified copy of the petition and map which the county clerk will make. (See note i to Form 1.)

No. 727.

(a) ELECTION ORDER.
(Form No. 3.)

A petition having been presented to me on the day of, 19.., signed by and, other persons, praying for an election to determine if the town of in this county shall form an incorporation for free school purposes only within the boundaries hereinafter described by metes and bounds, and for the election of a board of trustees therefor;

And it appearing to me that said petition is signed by at least twenty residents of said town, (b) who are qualified voters under Chapter 11 of Title 18 of the Revised Statutes of 1895, and satisfactory proof having been made before me that said town of contains two hundred inhabitants or over, (c) and that said town is not incorporated (d) for municipal purposes and has never assumed control of the public schools within its limits, and that said territory is laid out in a square as near as is practicable with reference to the location of the school building thereon (e); therefore

I,, in my capacity as county judge of County, Texas, do hereby order an election to be held at (f) in the said town of, on the day of, 19.., for the purpose of determining if said town of shall form an incorporation for free school purposes only within the following described bounds, to be named Independent School District.

The territory proposed to be incorporated is situated (g) and is described by metes and bounds as follows:

Beginning in said County at (h)

..... is hereby appointed presiding officer of said election, and he shall select two judges and two clerks to assist in holding it. A previous notice of ten days shall be given of said election by posting advertisements at three public places in said town, and the election shall be held in the manner prescribed for holding elections in other cases.

Every male person who has attained the age of twenty-one years and who has resided within the limits of the territory herein described, and proposed to be incorporated, for the six months next preceding the date of said election, and is a qualified elector under the laws of the State, shall be entitled to vote at election.

On each ticket the voter must write or cause to be written or printed "CORPORATION" or "NO CORPORATION."

And I do further hereby order that at the same time and place designated for holding the above election, and by the same election officers, an election shall also be held for the election of seven trustees for said independent school district, as provided for the election of such trustees by Sections 162 et seq., of Chapter 124 of the General Laws of the Regular Session of the Twenty-ninth Legislature.

Witness my hand and the seal of the county court of said county this day of, 19..

(Seal of County Court.) (i) County Judge County, Texas.

NOTES.

- (a) This order must be made by the *county judge*, NOT by the commissioners' court. The county judge should authenticate the order with the seal of the county court.
- (b) See note a to Form 1.
- (c) See note b to Form 1.
- (d) See note c to Form 1.
- (e) See note g to Form 1.
- (f) Designate the place—that is, the particular office, store or building—in which the polls are to be opened.
- (g) See note f to Form 1.
- (h) Copy description *exactly* as it is given in the petition.
- (i) The original order should be filed in the office of the county clerk. The record (see Paragraph II, page 1) must contain a copy of this order, certified by the county clerk, under the seal of the county court, to be a true, full and correct copy of the original on file in his office.

No. 728.

(a) ELECTION NOTICE.

(Form No. 4.)

Notice is hereby given that an election will be held at (b) in the town of, in this county, on the day of, 19.., for the purpose of determining if said town of shall form an incorporation for free school purposes only within the following described bounds, to be named Independent School District.

The territory proposed to be incorporated is situated (c) and is described by metes and bounds as follows:

Beginning in said County at (d)
.....
.....
.....

..... has been appointed presiding officer at said election, and he shall select two judges and two clerks to assist in holding it, and said election shall be held in the manner prescribed for holding other elections.

Every male person who has attained the age of twenty-one years and who has resided within the limits of the territory hereinabove described, and proposed to be incorporated, for six months next preceding the date of said election, and is a qualified elector under the laws of the State, shall be entitled to vote at said election. On each ticket the voter must write, or cause to be written or printed, "CORPORATION" or "NO CORPORATION."

Notice is hereby also given that at the same time and place designated for holding the above election, and by the same election officers, an election will also be held for the election of seven trustees for said independent school district, as provided for the election of such trustees by Sections 162 et seq., of Chapter 124 of the General Laws of the Regular Session of the Twenty-ninth Legislature.

Said elections will be held in pursuance of a petition filed with me on the day of, 19.., and an order made by me on the day of, 19..

Witness my hand and the seal of the county court of this county this day of, 19..

(Seal of County Court.)

.....
County Judge County, Texas.

NOTES.

(a) The county judge should prepare, sign and seal (using the seal of the county court) four copies of this election notice. Three must be posted in the town—each in a public place—at least ten (10) days before the date for the election, exclusive of the day of posting and the day of the election.

The fourth copy is to be filed in the county clerk's office *after* the person who posted the notices has made affidavit thereof (Form 4), which affidavit should be attached to the copy of the election notice.

(b) See note f to Form 3.

(c) See note f to Form 1.

(d) Copy description exactly as contained in petition.

The notice should, of course, designate the time and place of the election, the name and boundaries of the district, and name the same presiding officer, as was done in the order calling the election.

No. 729.

(a) AFFIDAVIT OF POSTING NOTICES.

(Form No. 5.)

The State of Texas, County of

Before me, the undersigned authority, on this day personally appeared, who, being by me duly sworn, says on his oath that he posted a true copy of the notice of election, hereto attached, at (b), and in the town of in said county, each of which is a public place in said town, on the ... day of, 19.., which was more than ten days prior to the date of said election.

Subscribed and sworn to before me, this day of, 19 ..

(Seal of office.)

(c)

NOTES.

(a) This affidavit to be *attached to* the original copy of election notice (Form 4) filed in the county clerk's office. It must be signed and sworn to by the person posting the notices.

(b) Name the places where the notices were posted. Each notice to be posted in a public place in the *town*.

(c) May be sworn to before any officer authorized to administer oaths, who should not fail to follow his signature with his official designation and to affix his official seal.

(d) The record (see Paragraph II, page 1) must contain a copy of the election notice (Form 4) and *the attached affidavit* (Form 5), certified by the county clerk, under the seal of the county court, to be a true, full and correct copy of the original notice and attached affidavit on file in his office.

No. 730.

(a) RETURNS OF ELECTION ON INCORPORATION.
(Form No. 6.)

The State of Texas, County of

To the Hon., County Judge of said county:

We, the undersigned officers holding an election on the day of, 19.., to determine if the town of shall form an incorporation for free school purposes only, hereby certify that at said election there were votes cast, of which number there were cast

For "Corporation" votes.

For "No corporation" votes.

Majority for "Corporation". votes.

We herewith inclose poll list and tally sheet of said election.

Witness our hands this day of, 19..

.....
Presiding Officer.
.....
Judge.
.....
Judge.
.....
Clerk.
.....
Clerk.

NOTES.

(a) The returns must be made to the county judge within ten days after the election. After he has canvassed the returns, same should be filed in the county clerk's office.

The record (see Paragraph II, page 1) must contain a copy of the returns, certified by the county clerk, under the seal of the county court, to be a true, full and correct copy of the original on file in his office.

No. 731.

(a) RETURNS OF SCHOOL TRUSTEE ELECTION.
(Form No. 7.)

The State of Texas, County of

We, the undersigned officers, holding an election on the day of, 19.., for the purpose of electing seven trustees for the

..... Independent School District, do hereby certify that at said election there were cast votes, of which
 received votes.
 received votes.
 received votes.
 received votes.
 received votes.
 received votes.

We herewith inclose poll list and tally sheet of said election.
 Witness our hands this day of, 19..

.....
 Presiding Officer.

 Judge.

 Judge.

 Clerk.

 Clerk.

NOTES.

(a) See note a to Form 6.

No. 732.

(a) ORDER DECLARING RESULT OF THE ELECTIONS.
 (Form No. 8.)

The State of Texas, County of

Whereas, an election was duly held in the town of in this county on the day of, 19.., to determine if said town should form an incorporation for free school purposes only within the boundaries hereinafter described, and returns of said election have been duly made to and canvassed by me, from which returns it appears that at said election votes were cast for "CORPORATION" and votes for "NO CORPORATION";

Therefore, I,, in my capacity as county judge of county, do adjudge that said election resulted in favor of such incorporation and I do hereby declare the inhabitants of said territory, hereinafter described, duly incorporated for free school purposes only within said boundaries, the name of the incorporation being Independent School District.

The territory so incorporated is situated
..... (b), and is described by metes and bounds
as follows:

Beginning in said county at (c)
.....
.....

And whereas on the said day of, 19.., there was also
held in said town an election for seven trustees for said
Independent School District, and returns of said election having been
duly made to me and having been canvassed by me, I find from said
returns that at said election there were cast votes, of which (d)

- received votes.
- received votes.
- received votes.
- received votes.
- received votes.
- received votes.
- received votes.

Therefore I do hereby declare the said (e)
.....
.....

duly elected as trustees of said Independent School
District.

This order is made and entered by me on the record of the commis-
sioners' court of county, this the day of, 19..

Witness my hand and seal of the county court of said county the date
last aforesaid.

(Seal of County Court.) County Judge County, Texas.

NOTES.

(a) This order must be written in the minute book of the commissioners'
court, signed by the county judge, and authenticated by the seal of the county
court.

The county clerk, under the seal of the commissioners' court, should then
make a copy of this entry and attach to it a copy of the plat of the territory
incorporated, certifying the copy as follows:

The State of Texas, County of.....
I,, clerk of the county court and ex officio clerk of the
commissioners' court of said county, do hereby certify that the above and fore-
going pages contain a true, full and correct copy of the entry made upon the
records of the commissioners' court of this county by, as
county judge of said county, declaring the inhabitants of the territory therein
described incorporated for free school purposes only, under the name of
..... Independent School District, and declaring the result of

the election for trustees for said district, as said entry appears upon pages of Book of the minutes of said commissioners' court, and the plat of said Independent School District.

Given under my hand and the seal of said court this the day of, 19..

....., Clerk County Court and ex officio Clerk Commissioners' Court, County, Texas.

(Seal of commissioners' court.)

This certified copy should then be recorded in the *deed records* of the county. After having been so recorded, let this copy form part of the record upon incorporation (see Paragraph II, page 1).

- (b) See note f to Form 1.
- (c) Copy description exactly as contained in petition (Form 1).
- (d) Name every person voted for and show the vote each received.
- (e) Name the seven receiving the highest vote.

No. 733.

(a) CERTIFICATE OF COUNTY JUDGE.

(Form No. 9.)

The State of Texas, County of

I,, county judge of said county, do hereby certify that on the day of, 19.., I made an entry upon the records of the commissioners' court of said county declaring the Independent School District duly incorporated for free school purposes only and declaring duly elected as trustees of said district:

That on the day of, 19.., I issued certificates of election to said persons named (b) and each of them took the oath of office prescribed by the Constitution to faithfully and impartially discharge the duties of his office (c) and on the day of, 19.., filed with me his affidavit to that effect (d).

Witness my hand and the seal of the county court of said county this the day of, 19..

(Seal of County Court.)

..... County Judge County, Texas.

NOTES.

- (a) This certificate to form part of the record upon incorporation (see Paragraph II, page 1).
- (b) See Section 164 of The School Laws, 1905 compilation.
- (c) For form of oath see Section 1 of Article XVI of the Constitution.
- (d) See Section 167 of The School Laws, 1905 compilation.

No. 734.

(a) CERTIFICATES AS TO THE INCORPORATION OF THE TOWN FOR MUNICIPAL PURPOSES.

(Form No. 10.)

[Certificate of County Clerk.]

The State of Texas, County of

I,, Clerk of the County Court and ex officio Clerk of the Commissioners' Court of County, Texas, do hereby certify that upon pages of Book of the minutes of said commissioners' court appears the entry of, as county judge of said county, declaring the inhabitants of the town of duly incorporated as a "town or village" (b) for municipal purposes, said entry bearing date the day of, 19.. (c)

Witness my hand and the seal of said Commissioners' Court this the day of 19 ..

.....
Clerk County Court and ex officio Clerk Commissioners' Court of County, Texas.

(Seal of Commissioners' Court.)

(d) [Certificate of Mayor and Town Clerk.]

The State of Texas, County of

We,, the mayor and, the (e) of the town of in said county, do hereby certify that said town was incorporated for municipal purposes as a "town or village" on the day of, 19..

(f) That said town has never accepted, or attempted to accept, as its charter the provisions of Title 18, of the Revised Statutes of 1895, in reference to cities and towns.

That said town has never acted, or attempted to act, as a "city or town" incorporated under Chapter 1 of said Title 18, and that the board of aldermen of said town have never exercised, or attempted to exercise, any powers, rights or privileges other than those conferred upon towns, and the boards of aldermen thereof, incorporated under Chapter 11 of said Title 18 of the Revised Statutes of 1895.

Witness our hands and the seal of said town this the day of, 19..

.....
Mayor, Town of

(Seal of the town.)

.....
..... (e) Town of

NOTES.

(a) If the town *was ever incorporated* for municipal purposes the record (see Paragraph II, page 1) must contain this certificate of the county clerk.

(b) In examining the entry the clerk will note carefully whether the town was incorporated as a "*city or town*," or as a "*town or village*."

(c) If the corporation has been abolished, the clerk will, in this certificate, give the date of the election to abolish the corporation and the date, and book and page of record of the order of the county judge declaring the corporation abolished.

NOTE.—If the town was originally incorporated as a "*city or town*" — or if, after incorporating as a "*town or village*," it became a "*city or town*" — and thereafter the corporation was abolished, then, in addition to the county clerk's certificate, the record (see Paragraph II, page 1) must contain:

1. A certified copy of the petition for the election to abolish the corporation (Article 617b, Revised Statutes of 1895).
2. A certified copy of the order for the election.
3. A certified copy of the election notice.
4. Affidavit showing how notice was posted.
5. A certified copy of the election returns.
6. A certified copy of the county judge's order declaring the corporation abolished.

These copies must be certified by the county clerk as indicated in the notes to the foregoing forms.

(d) If the town is *now* incorporated, the county clerk's certificate must be followed by this certificate of the mayor and clerk (or secretary) of the town.

(e) Insert "*clerk*" or "*secretary*."

(f) If the town has ever attempted to become a "*city or town*," omit this and the succeeding paragraph and state the facts fully.

ORGANIZATION OF BOARD OF TRUSTEES.

The county judge, after making the entry declaring the result of the elections, shall issue certificates of election to the seven trustees elected (a).

Before any trustee enters upon the discharge of the duties of his office, he must take the oath prescribed by the Constitution to faithfully and impartially discharge the duties of his office (b). For the form of this oath see Section 1 of Article XVI of the Constitution.

The oath of office must be *in writing*, signed and sworn to by the trustee. It may be sworn to before any officer authorized to administer oaths.

The oaths of office of the trustees elected at the *first election* must be filed with the *county judge*; those of trustees thereafter elected must be filed with the president of the board of trustees (c).

The trustees shall meet within twenty days after their election, or as soon thereafter as possible, for the purpose of organizing (d).

They shall draw for terms. Those drawing the numbers 1, 2, 3 and 4 shall serve until the election of their successors on the first Saturday in May next following their election. Those drawing the numbers 5, 6 and 7 shall serve until the election of their successors one year later (e).

The trustees shall choose a president, a secretary, a treasurer, an assessor and collector of taxes, and other necessary officers and committees. The president *must* be one of the trustees. The other officers named *may* be members of the board, but it is *not required* that they shall be (d).

The members of the board of equalization (see "Assessment of Taxes") *must not be* members of the board of trustees.

The trustees *may* appoint as treasurer the person or corporation offering a satisfactory bond in the amount and conditioned as required by law, and the best bid of interest on average daily balances. A treasurer so selected shall receive no compensation. *However elected*, the bond of the treasurer must be for "double the estimated amount of the receipts coming annually into his hands" and "conditioned for the faithful discharge of his duties and the payment of the funds received by him upon the draft of the president, drawn upon order, duly entered, of the board of trustees." It must be payable to the president of the board, or his successor in office, and be approved by the board of trustees (d).

The board of trustees, by a vote of a *majority of the board*, may require the county assessor and collector of taxes to assess and collect the taxes of the district (d).

A majority of the board (four members) constitutes a quorum for the transaction of all business *except* the levy of a tax, when there must be present two-thirds of a full board (five members) to constitute a quorum.

The trustees should *immediately* procure a seal bearing the name of the district.

For the powers and duties generally of the board of trustees and of the secretary, treasurer and other officers, and for the compensation of officers, see Sections 154 to 175 of Chapter 124, General Laws of Regular Session of the Twenty-ninth Legislature (Sections 154 to 175 of the 1905 compilation of The School Laws).

The county superintendent, or ex officio county superintendent, will furnish the trustees with a copy of The School Laws (1905 compilation). If he has none, the State Superintendent of Public Instruction will send a copy upon request.

NOTES.

- (a) Section 164 of The School Laws (1905 compilation).
- (b) Sections 45 and 167 of The School Laws (1905 compilation).
- (c) Section 167 of The School Laws (1905 compilation).
- (d) Section 165 of The School Laws (1905 compilation).
- (e) Section 163 of The School Laws (1905 compilation).

TAXING POWER.

The trustees are authorized to levy and collect a tax of not exceeding twenty-five (25) cents on the \$100 valuation of taxable property for the purpose of purchasing or constructing public free school buildings and purchasing sites therefor within the district (a); and in addition a tax of not exceeding fifty (50) cents on the \$100 for the support and maintenance of its public free schools (b).

But no tax for any purpose can be collected unless it shall first have been voted by the property taxpaying voters of the district.

The trustees must *each year* pass an order levying such taxes as the board deems necessary, *not exceeding*, of course, the rate authorized by vote of the property taxpaying voters. (For form of order levying taxes, see Form No. 26.)

Five members of the board are required to constitute a quorum at a meeting for the imposition of taxes.

NOTES.

- (a) Section 154, The School Laws (1905 compilation).
- (b) Sections 161 and 142, The School Laws (1905 compilation).

ASSESSMENT OF TAXES.

Trustees of independent school districts must, in the assessment of property for taxation, be governed by the laws governing the city council of a city, incorporated under the general law, in the assessment of city taxes (a).

READ CAREFULLY ARTICLES 499 TO 515 OF THE REVISED STATUTES OF 1895.

The board of trustees must comply strictly with the provisions of these articles, except that they will act by *order* instead of by ordinance.

The penal provision contained in Article 500 (the last clause of the article) *does not* apply to independent school districts.

The assessor's duties are prescribed by Articles 502, 503, 504, 509 and 512.

Taxes may be voted, levied and collected for the current year, notwithstanding the district was incorporated *after* the first day of January of the year. But all property must be assessed with regard to its situs and status on January 1 (Article 501). That is, the assessor must assess all property which *on the first day of January* was situated or owned within the limits of the territory incorporated and which on January first of the year was subject to taxation.

The commissioners appointed, under Article 505, as the board of equalization, must NOT be members of the board of trustees. For the

duties of the board of equalization read — in the order given — Articles 515 and 506 to 514, both inclusive.

The secretary of the board of trustees shall act as secretary of the board of equalization (Article 506).

A board of equalization MUST BE appointed and MUST equalize values, in order that there shall be a legal assessment, whether the assessor is elected by the board of trustees or whether, by order of a majority of the board of trustees (b), the county assessor and collector are required to assess and collect the taxes.

In the latter case — that is, if the property of the district is assessed by the county tax assessor — no property shall be assessed at a greater value than the value at which it is assessed for State and county taxes (b).

The district must have *separate tax rolls*, even if the county assessor is required to assess its property. The taxes should not be extended on the county tax rolls; but the assessor must, as stated, make up separate rolls for the district.

NOTES.

- (a) Section 161, The School Laws (1905 compilation).
- (b) Section 165, The School Laws (1905 compilation).

No. 735.

EXTENSION OF BOUNDARIES.

(e) FORM OF PETITION.
(Form No. 11.)

To the Honorable Board of Trustees of Independent School District:

We, your petitioners, respectfully represent:

That the subscribers hereof constitute a majority of the inhabitants, qualified to vote for members of the Legislature, of the territory hereinafter described, and desire such territory to be added to and become part of the Independent School District;

That said territory proposed to be so added adjoins the limits of said Independent School District, is contiguous to one line of said corporation, and is described by metes and bounds as follows (a):

Beginning in the county of at
.....
.....

That the Independent School District, as it now exists, contains an area of less than twenty-five square miles and that

the proposed addition will not increase the corporate limits of said district so that the whole, when so increased, will exceed twenty-five square miles.

To show the location of the territory proposed to be annexed with reference to the existing territory of said Independent School District, there is attached hereto, as a part of this petition, a map showing the existing territory of said district and the territory proposed to be added thereto (b).

Wherefore we pray that said territory be received as an addition to and to become part of the corporate limits of said Independent School District, as provided for by Section 153 of Chapter 124 of the General Laws of the Regular Session of the Twenty-ninth Legislature.

.....
.....
.....
.....
.....

(c) AFFIDAVIT.

The State of Texas, County of

Before me, the undersigned authority, on this day personally appeared, and who, after being by me duly sworn, severally say upon oath that they are inhabitants, qualified to vote for members of the Legislature, of the territory described in the foregoing and attached petition and are signers of said petition, and that the facts set forth in said petition are true.

.....
.....
.....

Subscribed and sworn to before me, this day of, 19..

(d)

(Seal of officer.)

.....

NOTES.

- (a) See note e to Form 1.
- (b) See note h to Form 1.
- (c) The petition must be signed by a majority of the inhabitants (qualified to vote for members of the Legislature) of the territory proposed to be annexed. This affidavit *must be* made by three—any three—of the signers.
- (d) See note c to Form 5.
- (e) This petition should be filed with the president of the board of trustees, whose duty it is to submit it to the board. After it has been acted upon, the original should be preserved by the secretary of the board, who will make a certified copy of it, *including the attached map and affidavit*, under the seal of the district, to be furnished the Attorney-General. This certificate should be in the following form:

The State of Texas, County of

I,, secretary of the board of trustees of Independent School District, do hereby certify that the above and foregoing is a true, full and correct copy of the original Petition for Extension of Limits of said district, and of the map and the affidavit attached to and accompanying the same, which petition was filed with the president of the board of trustees of said district, and was by him submitted to said board of trustees at a meeting held on the day of, 19.., the original being now on file in my office.

Witness my hand and seal of said district this day of, 19..

(Seal of district.)

..... Secretary Board of Trustees.

No. 736.

(a) CERTIFICATE OF COUNTY SURVEYOR.

(Form No. 12.)

The State of Texas, County of

I,, county surveyor of said county, do hereby certify that the field notes contained in the foregoing and attached copy of petition correctly describe the territory added to the Independent School District;

That the map or plat attached to said copy of petition correctly designates the boundaries of said Independent School District as the same existed before the annexation of said territory, and the boundaries of the territory added to and described in said copy of petition;

That the area of the Independent School District, including the territory added to and annexed by said district, which is described in said petition, is acres, or square miles.

Witness my hand this day of, 19..

..... County Surveyor County, Texas.

NOTES.

(a) After the secretary has made a certified copy of the petition (Form 11), have the county surveyor make, and attach to the copy, this certificate.

No. 737.

(a) RESOLUTION OF BOARD OF TRUSTEES.

(Form No. 13.)

On this the day of, 19.., the president of the board of trustees submitted to the board the petition in writing of and other persons, which petition had been duly filed with

the president of the board, praying that the territory hereinafter described be received as an addition to and to become part of the Independent School District;

And the board having considered said petition, the affidavit of three of the subscribers thereof attached thereto, and all the facts in connection therewith, is of the opinion and, upon investigation, finds the fact to be that the proposed addition will not increase the corporate limits of said Independent School District so that the whole, when thus increased, will exceed twenty-five square miles, and that the signers of said petition constitute a majority of the resident qualified voters of said territory; therefore

Be it resolved by the board of trustees of the said Independent School District that the following described territory, being the same territory which is described in said petition, be, and the same hereby is, received as an addition to, and to become a part of, the corporate limits of the said Independent School District:

Beginning in the county of, at
.....
.....
.....

NOTES.

(a) After this resolution has been passed by the board and entered in the minutes, a certified copy of it MUST BE filed for record in the county clerk's office of the county in which the town, which formed the district, is situated.

This copy should be certified by the secretary, as follows:

The State of Texas, County of

I,, secretary of the board of trustees of the Independent School District, do hereby certify that the above and foregoing is a true, full and correct copy of a resolution adopted by said board of trustees on the day of, 19.., at a (insert "regular" or "special" as was the case) meeting of the board, at which were present

(name the trustees who were present) as the same appears of record in the minutes of said meeting on pages of book of the minutes of the board, which minutes have been duly signed by the president.

Witness my hand and seal of said district this day of, 19...

(Seal of the district.)

.....
Secretary Board of Trustees.

After the copy has been recorded, send it — together with a copy of the petition (Form 11) and the county surveyor's certificate (Form 12) to the Attorney-General for insertion in the record upon incorporation. (See Paragraph H. page 1.)

FORMS FOR THE ISSUANCE OF BONDS.

The statutory provisions regulating the issuance of bonds are Sections 154 to 159 of Chapter 124 of the General Laws of the Regular Session of the Twenty-ninth Legislature (same numbered sections of The School Laws, compilation of 1905) and Articles 918a to 918g of the Revised Statutes.

Before instituting proceedings for the issuance of bonds, *read carefully* the following forms and notes.

Before having the bonds printed AND BEFORE CONTRACTING for the erection of the proposed building, send to the Attorney-General the following record, to ascertain if the bonds will be approved:

BOND RECORD.

1. Certified copy of the petition for election (Form 14).
2. Certified copy of election order (Form 15).
3. Certified copy of election notice (Form 16) and attached affidavit (Form 17).
4. Certified copy of election returns (Form 18).
5. Certified copy of order declaring result of election (Form 19).
6. Certified copy of bond order (Form 20).
7. Statement of indebtedness (Form 21).
8. Statement of taxable values (Form 22).
9. Certificate of secretary (Form 23).
10. Form of bond (Form 24).

Districts *hereafter* incorporated are required, *as soon as the trustees have organized*, to send the record upon incorporation (see Paragraph II, page 1) to the State Superintendent of Public Instruction. Such districts *need not* send another such record to the Attorney-General when submitting the bond record. But if the district has extended the boundaries, copy of petition, resolution, etc. (Forms 11, 12 and 13), must be sent the Attorney-General for insertion in the record upon incorporation.

Districts *heretofore* incorporated — UNLESS the legality of the incorporation of the district has been passed upon by the Attorney-General — must, when submitting the bond record, send also the record upon incorporation (see Paragraph II, page 1), and — if the district has extended its boundaries — copy of petition and resolution, etc. (Forms 11, 12 and 13).

It would be well for such districts to submit the record upon incorporation *before* instituting proceedings to issue bonds.

It has happened heretofore that a district instead of incorporating under the name of "..... Independent School District," adopted a different name. Such a district must act under the name by

which it was incorporated, *followed by* the descriptive phrase: "An independent school district incorporated for free school purposes only."

All copies and certificates made for the bond record should be prepared with care and accuracy. Preferably, they should be typewritten.

No. 738.

(h) PETITION FOR BOND ELECTION.

(Form No. 14.)

To the Board of Trustees of Independent School District:

We, the undersigned taxpaying voters of said Independent School District, hereby petition your honorable body to order an election, as provided in Sections 154 et seq. of Chapter 124 of the General Laws of the Regular Session of the Twenty-ninth Legislature, to determine if the bonds of said district shall be issued to the amount of \$ (a) payable (b) years from their date, (c) and bearing interest at the rate of (d) per cent per annum (e) for the purpose of (f) and if there shall be annually levied and collected on all the taxable property in said district for the current year and annually thereafter while said bonds, or any of them, are outstanding, a tax sufficient to pay the current interest on said bonds and provide a sinking fund sufficient to pay the principal at maturity.

(g)

NOTES.

(a) To ascertain the amount of bonds which can be issued: Find what amount of taxes will be produced by the authorized tax of 25 cents on the \$100 valuation of taxable property, according to the latest approved tax rolls of the district. If no tax rolls have yet been made for the district, it is advised that no proceedings be had until the assessor has progressed sufficiently in assessing property for the current year that the total assessed valuation can be estimated with reasonable certainty.

If the district has any bonds outstanding, deduct from the amount of taxes, which the 25 cents tax will produce, the amount needed to provide for one year's interest on and sinking fund for the outstanding bonds; the balance is *available*

for additional bonds. If the district has no bonds outstanding, the entire proceeds of the 25 cents tax is *available* for bonds.

Multiply the *amount of taxes available* by—

- 6 $\frac{2}{3}$ for 10-year 5 per cent bonds.
- 10 for 20-year 5 per cent bonds.
- 12 for 30-year 5 per cent bonds.
- 13 $\frac{1}{3}$ for 40-year 5 per cent bonds.

(b) The bonds may run not exceeding forty years if issued to construct a building of *other than* wood material. If it is proposed to erect a building of *wood* material, the bonds shall not run for a longer period than twenty years.

(c) If it is desired to specify the option of redemption which shall be reserved in the bonds, insert here: "With option of redemption at any time after years." It is perhaps better *not* to do this, leaving it to the board of trustees, when they pass the order providing for the issuance of the bonds, to determine what option shall be reserved.

(d) The bonds may bear interest at a rate *not to exceed* 6 per cent. It is advised that the bonds shall *not* bear a lower rate than 5 per cent. The bonds cannot legally be sold below par, and it has recently happened that districts which had issued 4 per cent bonds, being unable to sell them, were compelled to cancel the bonds and incur the expense of another election to authorize 5 per cent bonds.

(e) If it is desired to specify how interest shall be payable, insert here: "Payable annually," or "payable semi-annually." It might be well to leave this, also, to be determined by the trustees when they pass the order providing for the issuance of the bonds.

(f) If the purpose is to *build* a school building say: "Constructing a public free school building of material, and purchasing a site therefor, within said district." (If the district already owns a suitable building site, omit the words "and purchasing a site therefor.")

If to *repair or build an addition* to an existing school building, say: "for the purpose of constructing permanent repairs (or else, "constructing an addition," *whichever is the purpose*) of material to the public free school building of said district."

In the blanks, state of what material the building, repairs or addition will be constructed, and of what material is the existing building, in case it is proposed to repair or add to an existing school building. In such case, if the existing building is of wood, *or if* the repairs or addition will be constructed of wood, the bonds must not run longer than twenty years. See note b above.

(g) To be signed by at least twenty taxpaying voters of the district.

(h) The original petition should be preserved in the office of the secretary of the board of trustees. The copy forming part of the bond record should be certified as follows:

The State of Texas, County of

I,, secretary of the board of trustees of Independent School District, do hereby certify that the above and foregoing is a true, full and correct copy of the Petition for Bond Election presented to said board of trustees at their meeting held on the day of, 19... the original of which is on file in my office.

Witness my hand and seal of said district this day of, 19...

(Seal of district.)

.....
Secretary Board of Trustees.

No. 739.

(h) ORDER FOR BOND ELECTION.

(Form No. 15.)

On this day of, 19.., came on to be considered a petition in writing signed by and other persons, asking that an election, as hereinafter ordered, be ordered by this board for the purpose hereinafter set forth;

And it appearing to the satisfaction of the board that said petition is signed by at least twenty taxpaying voters of this district and that the election petitioned for should be ordered;

It is therefore ordered by the board of trustees of Independent School District that an election be held at (a) in the town of, within this district, on the day of, 19.. (b), to determine if (c) the bonds of said Independent School District shall be issued to the amount of \$, payable years from their date (d) and bearing interest at the rate of per cent per annum (e) for the purpose of (f) and if there shall be annually levied, assessed and collected on all the taxable property in said district for the current year and annually thereafter while said bonds, or any of them, are outstanding, a tax sufficient to pay the current interest on said bonds and provide a sinking fund sufficient to pay the principal at maturity.

. is hereby appointed manager of said election, which shall be held as nearly as may be possible in conformity with the general election law of the State.

No person shall vote at said election unless he be a qualified voter under the Constitution and laws of this State and a taxpayer in said Independent School District (g).

Those in favor of the issuance of the bonds and the levying of the tax shall write or print on their ballots "FOR THE TAX;" and those against the issuance of the bonds and the levying of the tax shall write or print on their ballots, "AGAINST THE TAX."

Public notice of said election shall be given by placing notices of the same, signed by the president and attested by the secretary of this board, in three different portions of the Independent School District at least twenty days before the election.

NOTES.

(a) Designate the *place*—that is, the *particular building, store or office*—in the town, where the polls will be opened.

(b) The date of the election must be *not less than thirty full days* from the day this order is passed, *exclusive* of the day on which the order is passed and of the day on which the election will be held.

If a proposition for the issuance of bonds has been previously submitted and defeated, no election for that purpose shall be ordered until *after the expiration of one year*.

(c) Take care to state the proposition to be voted on precisely as it is stated in the petition for the election. Do not change it in any manner and do not add anything to it.

(d) If the petition specifies the option of redemption which it is desired shall be reserved in the bonds, insert it here. (See note c to Form 14.)

(e) If the petition specifies how interest shall be payable, insert it here. (See note c to Form 14).

(f) State the purpose precisely as it is stated in the petition for the election.

(g) A person who is a qualified voter in the district, and who owned property on the first day of January prior to the election which was subject to taxation in the district, is entitled to vote whether or not his name, or his property, appears on the tax rolls.

(h) The copy of this order for the bond record should be certified by the secretary as follows:

The State of Texas, County of

I,, secretary of the board of trustees of the Independent School District, do hereby certify that the above and foregoing is a true, full and correct copy of an order passed by the board of trustees of the Independent School District, at a meeting of the board (insert in the blank "regular" or "special" as is the fact), held on the day of, 19.., at which meeting there were present Trustees

..... (name all the trustees who were present), as the same appears of record, in the minutes of said meeting, on page of book of the minutes of said board, which minutes have been duly signed by the president.

Witness my hand and seal of said district this day of, 19..

(Seal of district.)

..... Secretary Board of Trustees.

No. 740.

(h) NOTICE OF BOND ELECTION.

(Form No. 16.)

Notice is hereby given that an election will be held at (a) in the town of, within the Independent School District, on the ... day of, 19.., to determine if (b) the bonds of said district shall be issued to the amount of \$, payable years from their date (c) and bearing interest at the rate of per cent per annum (d), for the purpose of, (e) and if there shall be annually levied, assessed and collected on all the taxable property in said district, for the current year and annually thereafter while said bonds, or any of them, are outstanding, a tax sufficient to pay the current interest on said bonds and provide a sinking fund sufficient to pay the principal at maturity.

..... (f) has been appointed manager of said election, which shall be held as nearly as may be possible in conformity with the general election laws of the State.

No person shall vote at said election unless he be a qualified voter under the Constitution and laws of this State, and a taxpayer in said Independent School District.

Those in favor of the issuance of the bonds and the levying of the tax shall write or print on their ballots "FOR THE TAX;" and those against the issuance of the bonds and the levying of the tax shall write or print on their ballots "AGAINST THE TAX."

Said election was ordered by the board of trustees of said Independent School District by order passed on the day of, 19.., (g) and this notice is issued pursuant to said order.

Dated this day of, 19..

(Seal of district.) President of Board of Trustees of said District.

Attest:

Secretary Board of Trustees of said District.

NOTES.

- (a) Be careful to name the *particular place* in the town which was designated, in the election order, as the voting place.
 - (b) The proposition to be voted on must be stated *exactly* as it was stated in the election order. Add nothing to it; do not change it in any manner.
 - (c) If the election order stated the option of redemption to be reserved in the bonds, state it here.
 - (d) If the election order stated how interest shall be paid, state it here.
 - (e) State the purpose *precisely* as it was stated in the election order.
 - (f) Name the person who was named as manager in the election order.
 - (g) State correctly the date upon which the election order was passed.
 - (h) Make *four* copies of this election notice. Three must be posted in different portions of the district at least twenty (20) full days before the date of the election, *exclusive* of the day of posting and of the day of election. Each notice must be posted in a public place.
- The fourth copy to be filed with the secretary of the board of trustees *after* the person who posted the notices has made affidavit thereof (Form 17), which affidavit must be *attached to* the copy of the notice.

No. 741.

(d) AFFIDAVIT OF POSTING NOTICES.

(Form No. 17.)

The State of Texas, County of

Before me, the undersigned authority, on this day personally appeared who, being by me first duly sworn, says upon his oath that he posted a true copy of the election notice, hereto attached, in three different portions of the Independent School District on the day of, 19.., (a) said notices having been

posted at, and, each of which is a public place in said district (b).

Sworn to and subscribed before me, this day of, 19..

(Seal of officer.)

(c)

NOTES.

(a) Insert the date on which the notices were posted.

(b) Name the places where the notices were posted.

(c) May be sworn to before any officer authorized to administer oaths, who must follow his signature with his official designation and affix his official seal. (d) This affidavit is to be made by the person who posted the notices and attached to the copy of the election notice, which then should be filed with the secretary of the board. (See note h to Form 16.)

The secretary will make, for the bond record, a copy of the election notice and attached affidavit, certifying it as follows:

The State of Texas, County of

I,, secretary of the board of trustees of Independent School District, do hereby certify that the above and foregoing is a true, full and correct copy of the notice of the bond election held on day of, 19.., in said district, which was issued by the president of said board, and of the affidavit of attached thereto, as appears from the original on file in my office.

Witness my hand and seal of said district this day of, 19..

(Seal of district.)

Secretary Board of Trustees.

No. 742.

(c) ELECTION RETURNS.

(Form No. 18.)

The State of Texas, County of

To the Board of Trustees of Independent School District:

We, the undersigned officers holding an election at (a) in the town of in said district, on the day of, 19.., to determine if the bonds of said Independent School District shall be issued to the amount of \$, payable years from their date and bearing per cent interest, for the purpose of, (b) and if there shall be annually levied, assessed and collected on all the taxable property in said district, for the current year and annually thereafter while said bonds, or any of them, are outstanding, a tax sufficient to pay the current interest on said bonds and provide a sinking fund sufficient to pay the principal at maturity, do hereby certify that at said election there were votes cast, of which number there were cast

“For the Tax” votes

“Against the Tax” votes.

Majority “For the Tax” votes.

We herewith inclose poll list and tally sheet of said election.

Witness our hands this the day of, 19..

.....
 Manager.

 Judge.

 Judge.

 Clerk.

 Clerk.

NOTES.

- (a) Name place where polls were opened.
- (b) State purpose as it was stated in election order and election notice.
- (c) Returns of the election should be made to the trustees *within ten days* after the election, and the returns *shall be* recorded by the secretary in a well bound book *to be kept for that purpose.*

The secretary will certify the copy for the bond record as follows:

The State of Texas, County of

I,, secretary of the board of trustees of Independent School District, do hereby certify that the above and foregoing is a true, full and correct copy of the returns of the bond election held in said district on the day of, 19.., which returns were filed in my office on the day of, 19.., and have been duly recorded in the record of election returns of said district on page of book

Witness my hand and seal of said district this day of 19...

(Seal of office.)

.....
Secretary Board of Trustees.

No. 743.

(d) ORDER DECLARING RESULT OF ELECTION.

(Form No. 19.)

On this the day of, 19.., came on to be considered the returns of an election held on the ... day of, 19.., to determine if the bonds of this district shall be issued to the amount of \$ payable years after date (a) and bearing interest at the rate of per cent per annum (b) for the purpose of (c) and if there shall be annually levied, assessed and collected on all the taxable property in said district, for the current year and annually thereafter while said bonds, or any of them, are outstanding, a tax sufficient to pay the current interest on said bonds and provide a sinking fund sufficient to pay the principal at maturity;

And it appearing from said returns, duly and lawfully made, that

there were cast at said election votes, of which number votes were cast "FOR THE TAX," and votes were cast "AGAINST THE TAX:"

It is therefore found and declared, and so ordered, by the board of trustees of the Independent School District, that two-thirds of the taxpayers voting at said election voted in favor of the issuance of said bonds and the levying of said tax, and that therefore this board is authorized to issue said bonds and to levy, assess and collect said tax.

NOTES.

(a) If the election order stated the option of redemption to be reserved, state it here.

(b) If the election order stated how interest shall be paid, state it here.

(c) State purpose as it was stated in election order.

(d) The secretary should certify the copy of *this* order in the same manner as required for the copy of "Order for Bond Election." (See note h to Form No. 15.)

No. 744.

(n) BOND ORDER.

(Form No. 20.)

On this the . . . day of, 19.., the board of trustees convened in regular session at a (a) meeting of the board, and there being present the following members of the board (b) passed the following order:

Whereas at an election held for the purpose of determining the question, on the . . . day of, 19.., which election was ordered and held, and of which notice was given and returns thereof made and canvassed in every respect according to law, two-thirds of the taxpayers voting at said election voted in favor of the issuance of the bonds hereinafter described and of the levying of the tax hereinafter levied:

Therefore be it ordered by the board of trustees of Independent School District, as follows:

1. That the bonds of said Independent School District, to be called ". Independent School District Schoolhouse Bonds," be issued under and by virtue of Sections 154 et seq. of Chapter 124 of the General Laws passed at the Regular Session of the Twenty-ninth Legislature, to the amount of \$, for the purpose of (c);

2. That said bonds shall be numbered consecutively from one to, both inclusive, shall be of the denomination of dollars (\$) each, aggregating dollars (\$);

3. That they shall be dated the day of, 19.., and shall become due and payable years from their date;

4. That said bonds shall bear interest at the rate of per cent per annum, payable (d) on the day of of each year;

5. That the principal of and interest on said bonds shall be payable, in lawful money of the United States, upon presentation and surrender of bond or proper coupon at the office of the Treasurer of the State of Texas, or at (e) at the option of the holder.

6. That in each of said bonds there shall be reserved, in favor of said district, the option of redeeming the same at any time after (f) years from its date upon payment of the principal and accrued interest; and each bond shall provide that in case the same shall be called in for redemption before maturity, notice thereof in writing shall be given to (g) by the treasurer of the board of trustees of said Independent School District at least thirty days before the date fixed for redemption, and that if it shall not be presented for redemption, it shall cease to bear interest from and after the date so fixed for redemption;

7. That said bonds shall be signed by the president and countersigned by the secretary of this board and the seal of Independent School District shall be impressed upon each of them. The facsimile signatures of the president and secretary may be lithographed, engraved or printed on the coupons;

8. That each of said bonds shall contain the following recitals and provisions:

"It is hereby recited and certified that this series of bonds has been authorized by a vote of two-thirds of the taxpayers voting at an election, for the purpose of determining the question, held on the day of, 19.., in said district; that said election was ordered and held, notice thereof given and returns thereof made and canvassed in every respect according to law; that all acts, conditions and things required to be done and performed and to happen precedent to and in the issuance of this series of bonds, and of this bond, have been properly done and performed and have happened in regular and due time, form and manner as required by law; that the total indebtedness of said Independent School District, including the entire series of bonds of which this is one, does not exceed any constitutional or statutory limitation, and that the faith and credit of said Independent School District are hereby pledged for the punctual payment of the principal of and the interest on this bond."

9. That to pay current interest on said bonds and provide a sinking fund sufficient to pay the principal at maturity, there shall be collected during each year that said bonds, or any of them, are outstanding, the sum of (h) dollars, which is the aggregate of (i) of the principal of, and one year's interest on, all of said bonds.

10. That to raise said sum of \$—— (h) for the first year, there is hereby levied for the year (j) a tax of and at the rate of (k) cents on the \$100 valuation of taxable property in said Independent School District, which tax shall be assessed and collected and applied to the purposes named.

11. That during each year thereafter, while said bonds, or any of them, are outstanding, there shall be computed and ascertained, by the board of trustees of said district, what rate of tax, based upon the latest approved tax rolls of the district, will be necessary, requisite and sufficient to fully make, raise and produce the said sum of \$ (h) and said tax, of and at the rate so found necessary, as aforesaid, shall be, and hereby is ordered to be, levied, assessed and collected on all taxable property in said district, and said money, when collected, shall be applied to the purposes named.

12. That (l), the president of this board, is hereby authorized to take and have charge of said bonds pending their investigation and approval by the Attorney-General and registration by the Comptroller, and, after their approval and registration, he is authorized to negotiate their sale and receive for the said Independent School District the proceeds thereof; provided, that no bond shall be sold at less than its par value and accrued interest, exclusive of commissions (m).

NOTES.

- (a) Insert "regular" or "special."
 (b) Name those present.
 (c) State purpose *exactly* as it was stated in election order and election notice.
 (d) Insert "annually" or "semi-annually," as was specified in the election order and election notice. If the order and notice did not specify how interest shall be payable, the trustees *should do so*.
 (e) It is well to name the office of the State Treasurer as one of the places of payment, in case it is intended to offer the bonds for sale to the State Board of Education. Name also a bank in New York or Chicago, in case the bonds are to be sold in the market. If desired, name also a bank in the State. If more than one place of payment is named, *do not omit* the words "at the option of the holder."
 (f) State the same option which was expressed in the election order and election notice, if any was there expressed. If the order and notice were silent on that point, the trustees may reserve such option of redemption as they deem best for the interest of the district.
 (g) If the bonds are payable at the office of the State Treasurer *only*, insert here "the Treasurer of the State of Texas." If payable *also* at a bank (or banks) say "the Treasurer of the State of Texas *and* to said bank" (or "and to said banks," if more than one is named).
 (h) To ascertain the amount required annually: (1) Divide the amount of bonds to be issued by the number of years they will run, to find the amount needed each year for *sinking fund*. (2) *Add to this* the amount of one year's interest on the *entire issue*. The aggregate of these amounts should be written here.
 (i) If the bonds will run forty years, write here "one-fortieth;" if thirty years, "one-thirtieth;" if twenty years, "one-twentieth."
 (j) If this order is passed *before* the tax rolls are completed, insert here the

number of the current year. If passed after the final approval of the rolls, insert the number of the ensuing year.

(k) To ascertain the rate of tax necessary, divide the amount required annually (see note g above) by the total assessed valuation according to the latest approved tax rolls. The quotient will be the number of cents required on each dollar, expressed decimally. Multiply the quotient by 100 to find the number of cents on each one hundred dollars.

For example: What rate of tax upon an assessment of \$234,567 will produce \$500? \$500 divided by \$234,567 equals the decimal .0021316, nearly, which multiplied by 100 equal .21316 or, about .21⅓. 21⅓ one-hundredths of a dollar is 21⅓ cents. Therefore there would be needed a tax at the rate of 21⅓ cents on the \$100.

The trustees may, in their discretion, levy a larger rate of tax, not exceeding 25 cents, however.

(l) Name the president of the board. See Section 6 of Chapter 124, General Laws of Regular Session, Twenty-ninth Legislature (same numbered section of The School Laws, compilation of 1905).

The president should solicit bids for the bonds, either by advertising in a financial journal or by corresponding with dealers in such securities, or both. He shall notify the State Board of Education of all bids received and give the board an option of ten days in which to purchase the bonds at the price offered by the best bona fide bidder. The State Superintendent of Public Instruction is secretary of the State Board of Education.

(m) The bonds may not be sold for less than par and accrued interest exclusive of commissions.

(n) There must be at least five members of the board present at the meeting at which this order is passed.

The secretary, in certifying the copy of this order for the bond record, will use the form of certificate in note h to Form 15.

No. 745.

STATEMENT OF INDEBTEDNESS.

(Form No. 21.)

The following is a complete statement of the indebtedness of the Independent School District, including the series of bonds proposed:

1. Proposed Bonds—

To be dated, to run years and bear per cent interest per annum, total amount to be issued \$

2. Outstanding Bonds—

(a) Dated, due bearing per cent interest per annum, amount originally issued \$, amount this day in sinking fund \$, total amount of this issue outstanding \$

3. Other Indebtedness—

(b) \$

Total indebtedness of every character \$

We,, secretary of the board of trustees of Independent School District, and, treasurer of said district, do hereby certify that the above and foregoing statement exhibits a true, full and correct statement of the indebtedness of said district, of every character, existing on the day of, 19.., including the series of bonds proposed, as shown by the books and records of said district in our respective offices.

Witness our hands and the seal of said district this the day of, 19..

(Seal of district.) Secretary Board of Trustees of said District. Treasurer of said District.

NOTES.

- (a) If the district has several issues of bonds outstanding, give full statement of each.
(b) If it has any other indebtedness, give a full report of it: When contracted, when due, what provision has been made for its payment, for what purpose contracted and by what authority. If authorized by an order of the board, accompany the statement with a certified copy of the order.

No. 746.

STATEMENT OF TAXABLE VALUES.

(Form No. 22.)

I,, tax assessor (a) do hereby certify that the assessed value of property for the purposes of taxation in said Independent School District, as shown by the tax rolls of said district for the year, which have been duly approved and which is the last official assessment of said district (b) is as follows:

Table with 2 columns: Property Type and Value. Rows include Personal property, Real property, and Total.

Witness my hand this the day of, 19..

Tax Assessor (a)

NOTES.

- (a) "Tax assessor for Independent School District," if the assessor was chosen by the board. If the county assessor is the assessor for the district, say: "Tax assessor for county, Texas, and assessor for the Independent School District in said county."
(b) This statement must be based upon the latest APPROVED TAX ROLLS made for the district. It cannot be based upon the county tax rolls.

No. 747.

CERTIFICATE OF SECRETARY.

(Form No. 23.)

The State of Texas, County of

I,, secretary of the board of trustees of Independent School District, do hereby certify:

1. That no tax for any purpose was levied by said board of trustees during the current year prior to the passage of the order providing for the issuance of \$..... of bonds, which order was passed on the day of, 19.. (a);

2. That the boundaries of said district have never been extended (b).

Witness my hand and the seal of said district, this day of, 19 ..

(Seal of district.)

.....
Secretary of Board of Trustees.

NOTES.

(a) If any tax has been levied during the current year, prior to the passage of the bond order, include in the bond record a certified copy of the order making the levy.

(b) If the boundaries have ever been extended, instead of this paragraph, say:

"That the boundaries of said district were extended by a resolution adopted by its board of trustees on the day of 19.., and were again extended by a resolution adopted by its board of trustees adopted on the day of, 19..; but its boundaries have not been extended since the date last aforesaid."

Unless it has previously been done, there must be furnished, in such case, a copy of the petition, resolution, etc. (Forms 11, 12 and 13.)

No. 748.

FORM OF BOND.

(Form No. 24.)

It is suggested that the bond record be accompanied by a draft of the bond. The Attorney-General will approve its form, or indicate the necessary changes, and the approved draft can be furnished the printer for copy.

It is *not* necessary that a copy of the bond order be printed on the bonds. Therefore it will not be necessary to furnish the printer with a copy of the order.

No. \$.....

United States of America.

The State of Texas. County of

..... Independent School District

Schoolhouse Bond.

..... Independent School District in the county of, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to bearer.....

years from date hereof, the sum of.....

(\$.....) dollars in lawful money of the United States of America, together with interest thereon from the date hereof at the rate of per cent per annum, payable.....(a)

on the day of, and..... of

each year, both principal and interest payable upon presentation and surrender of proper bond or coupon at (b).....

.....

.....

Said Independent School District hereby reserves the right to redeem this bond at any time after

years from its date by paying principal and accrued interest, and, in case the same shall be called in for redemption before maturity, notice thereof in writing shall be given to (c)

.....

.....

by the treasurer of the board of trustees of said Independent School District at least thirty days before the date fixed for redemption, and should this bond not be presented for redemption, it shall cease to bear interest from and after the date so fixed for redemption.

This bond is one of a series of bonds, numbered consecutively from to, inclusive, of the denomination of

(\$.....) dollars each aggregating

(\$.....) dollars, issued for the purpose of (d).....

.....

.....

.....

.....

under and by virtue of the Constitution and laws of the State of Texas, and in pursuance of an order passed by the board of trustees of said Independent School District on the day of, 19 .., which order is of record in book page of the minutes of said board of trustees.

It is hereby recited and certified that this series of bonds has been authorized by a vote of two-thirds of the taxpayers voting at an election, for the purpose of determining the question, held on the day of, 19 .., in said district; that said election was ordered and held, notice thereof given and returns thereof made and canvassed in every respect according to law; that all acts, conditions and things required to be done and performed and to happen precedent to and in the issuance of this series of bonds and of this bond, have been properly done and performed and have happened in regular and due time, form and manner as required by law; that the total indebtedness of said Independent School District, including the entire series of bonds of which this is one, does not exceed any constitutional or statutory limitation; and that the faith and credit of said Independent School District are hereby pledged for the punctual payment of the principal of and the interest on this bond.

In witness whereof the Independent School District has caused its corporate seal to be hereto affixed and this bond to be signed by the president and countersigned by the secretary of the board of trustees; the date of this bond, in conformity with the order above referred to, being the day of, 19 ..

(e)

President Board of Trustees of Independent School District.

Countersigned:

.....

Secretary Board of Trustees of Independent School District.

(Form of Coupon.)

No. \$.....
..... Independent School District in the county of State of Texas, promises to pay to bearer at (b) on the day of, 19 .., (\$.....) dollars, being months' interest on Independent School District Schoolhouse Bond, dated and numbered No.

(f)

President Board of Trustees.

Secretary Board of Trustees.

(Comptroller's Certificate to Be Printed on Bonds.)

Office of the Comptroller

of

The State of Texas.

I,, (g) Comptroller of Public Accounts, certify that there is on file and of record in my office a certificate of the Attorney-General of the State of Texas to the effect that this bond has been examined by him, as required by Article 918d, Revised Statutes of 1895, and that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation upon said Independent School District of Texas, and said bond has this day been registered by me.

Witness my hand and the seal of my office this day of, 19 . .

Comptroller of Public Accounts of the State of Texas.

NOTES.

(a) Insert "annually" or "semi-annually" as it was stated in the bond order.

(b) Name the place or places of payment as stated in bond order. If more than one, do not omit the words "at the option of the holder."

(c) Name the same person or persons who were named in paragraph 6 of the bond order.

(d) State purpose exactly as it is stated in bond order.

(e) When the bonds are presented to the Attorney-General for approval, each must be signed by the president and secretary of the board and bear the impress of the seal of the district.

It is NOT NECESSARY that the bonds shall be sent by messenger to the Attorney-General. They may be sent by express.

(f) When the copy of bond is sent to the printer, send also a copy of the signatures of the president and secretary, if it is desired to have the signatures lithographed on the coupons.

(g) Insert the name of the Comptroller.

No. 749.

PROCEEDINGS NECESSARY TO AUTHORIZE THE LEVY OF A TAX FOR THE SUPPORT AND MAINTENANCE OF SCHOOLS.

(f) ELECTION ORDER.

(Form No. 25.)

Be it ordered by the board of trustees of Independent School District that an election be held at (a) in the town of in said Independent School District on the day of, 19 . ., to determine if the board of

trustees of said district shall have power to annually levy and collect a tax upon all taxable property in said district, for the support and maintenance of public free schools in said Independent School District, of and at the rate of (b); such tax, if voted, to be levied and collected for the year (c) and annually thereafter unless it be discontinued as provided by law.

..... is hereby appointed manager of said election, and he shall select two judges and two clerks to assist him in holding the same.

None but property taxpayers, as shown by the last assessment rolls (d) who are qualified voters in said Independent School District, shall vote at said election.

A copy of this order signed by the president and attested by the secretary of this board shall serve as proper notice of said election, and the president shall cause notice of said election to be given in accordance with law (e).

NOTES.

(a) Designate the place—that is, the office, store or building—where the polls will be opened.

(b) Insert here: "not exceeding one-half of one per cent ad valorem," or the proposition may be for a specific per cent, *not exceeding* 50 cents on the \$100. In the latter case, insert here: "..... cents on the \$100 valuation thereof."

(c) If the election will be held *before the completion* of the tax rolls for the current year, insert here the number of the *current* year. Otherwise, insert the number of the *ensuing* year.

(d) Note that only property taxpayers in the district whose names *appear on the last assessment rolls*, and who are qualified voters in the district, can vote at the election.

(e) Five copies of this order should be made and signed by the president and secretary of the board, under the seal of the district.

Three to be posted in different portions of the district, one of them at the place designated for holding the election, for *thirty* full days before the date of the election.

The fourth copy to be published in a newspaper, if there is a newspaper published *in the district*, once a week for four consecutive weeks before the election day, the first publication to appear at least thirty days before the election.

The fifth copy to be filed in the office of the secretary of the board *after* there has been attached to it (1) the affidavit of the person who posted the notices, stating the date when and naming the places where he posted the notices; and (2) the affidavit of the publisher of the newspaper, giving the dates of publication.

The returns of the election and order declaring the result of the election should follow the Forms Nos. 18 and 19. The returns must be recorded. (See note c to Form 18.)

(f) "One election and no more shall be held hereafter *in any one calendar year* to ascertain whether a school tax shall be levied." (Section 142, Chapter 124, General Laws, Regular Session, Twenty-ninth Legislature—same numbered section of The School Laws, 1905 compilation).

No. 750.

(a) ORDER LEVYING TAXES.

. (Form No. 26.)

Be it ordered by the board of trustees of Independent School District that there is hereby levied for the year (b) on all real property situated and all property owned within the limits of the Independent School District on the first day of January of the current year, except so much thereof as may be exempt by the Constitution and laws of this State or the United States, the following taxes:

First. An ad valorem tax of and at the rate of cents on the one hundred dollars cash value thereof, estimated in lawful currency of the United States, for the support and maintenance of public free schools in said Independent School District.

Second. An ad valorem tax of and at the rate of cents on the one hundred dollars cash value thereof, estimated in lawful currency of the United States, to pay current interest on and provide one year's sinking fund for the bonds of said district dated (c).

Third. (d)

NOTES.

(a) It requires *five* members of the board to constitute a quorum at a meeting for the imposition of taxes.

(b) Insert the number of the current year. An order should be passed *each year* levying such taxes as are desired to be collected for the year, within the limit of the taxes previously voted.

(c) Insert date of the bonds. If the bonds were authorized by an order passed *during the current year* and *before* this order is passed, in which order this tax was levied for the current year, add here: "this levy being made in ratification of, but not in addition to, the levy of said tax made by the order of this board passed on the day of, 19.., authorizing the issuance of said bonds."

(d) If the district has issued more than one series of bonds, a tax must be levied for *each series*. The total taxes levied for bonds must not exceed twenty-five (25) cents.

The tax for maintenance and support of schools must never exceed the amount voted, which may be not exceeding 50 cents on the \$100.

REFUNDING BONDS.

1. Read Section 156 of Chapter 124, General Laws of Regular Session of Twenty-ninth Legislature (same numbered section of The School Laws, 1905 compilation) and Article 918e of Revised Statutes, as amended by Chapter 13 of General Laws of Regular Session of Twenty-seventh Legislature (page 116 of Supplement to Sayles' Texas Civil Statutes).

2. The bond record in regard to *refunding bonds* submitted to the Attorney-General must contain:

(a) All the data with respect to the *original issue*; that is, Forms 14 to 23, both inclusive.

(b) And with respect to *the new bonds*, a certified copy of Form 27; and Forms 21, 22 and 23.

(c) Form of bond. Follow Form 24, making the necessary changes.

No. 751.

(a) ORDER FOR REFUNDING BONDS.

(Form No. 27.)

Whereas, by order of the board of trustees passed on the . . . day of . . . , 19.., the . . . Independent School District legally issued its bonds dated . . . to the amount of \$. . . , bearing . . . per cent interest, of which issue there are now outstanding and unpaid bonds amounting in the aggregate to the sum of \$. . . ; and

Whereas the board of trustees of said . . . Independent School District deem it advisable and to the interest of said district that new bonds be issued in lieu thereof:

Therefore be it ordered by the board of trustees of said . . . Independent School District, as follows:

1. That the bonds of said district, to be called “. . . Independent School District Refunding Bonds,” be issued under and by virtue of Section 156 of Chapter 124 of the General Laws of the Regular Session of the Twenty-ninth Legislature, to the amount of \$. . . (b), for the purpose of paying off, canceling and in lieu of a like amount of the legally issued and outstanding bonds of said district dated . . . ;

2. (Same as section 2 of Form 20.)
3. (Same as section 3 of Form 20.)
4. (Same as section 4 of Form 20.) (c)
5. (Same as section 5 of Form 20.)
6. (Same as section 6 of Form 20.)
7. (Same as section 7 of Form 20.)

8. That each of said bonds shall contain the following recitals and provisions:

“ It is hereby recited and certified that the series of bonds is issued in lieu of a like amount of bonds of said Independent School District heretofore legally issued and which were outstanding and unpaid at the date of the issuance of this series of bonds; that all acts, conditions and things required to be done and performed (continue as in section 8 of form 20 to the end of that section).

- 9. (Same as section 9 of Form 20.)
- 10. (d)
- 11. (Same as section 11 of Form 20.)
- 12. (e)

NOTES.

(a) No election is necessary to authorize the issuance of refunding bonds. There must be at least five members of the board present at the meeting at which this order is passed.

(b) The money in the sinking fund for the bonds to be refunded must be applied, as far as it will go, to the payment of those bonds, and new bonds may be issued *for the balance, only.*

(c) The new bonds may bear *the same rate of interest as, or a less rate than,* the bonds to be refunded.

(d) If this order is passed *before* any taxes are levied for the year, follow section 10 of Form 20.

If *before* this order is passed a tax was levied, for the year, for the bonds to be refunded, section 10 should read:

“ 10. That to raise said sum of \$. for the first year, there is hereby appropriated the tax of cents on the \$100, levied by this board on the day of, 19.., to provide for interest and sinking fund on the bonds in lieu of which this series of bonds is issued, which tax shall be collected and so applied.”

(e) Copy section 12 of Form 20 and add, *after the words* “ exclusive of commissions,” the following: “and he is further authorized to apply the said proceeds thereof to the payment and discharge of said bonds in lieu of which this series of bonds is issued.”

Sec 29th Leg., Reg. Ses. (1905), p. 25.

BANKRUPT LAW OF 1898 WITH AMENDMENT 1903.

[PUBLIC — No. 62.]

An Act to establish a uniform system of bankruptcy throughout the United States.

Be it enacted by the Senate and House of Representatives of the United States of America, in Congress assembled:

CHAPTER I.

DEFINITIONS.

SECTION 1. MEANING OF WORDS AND PHRASES.—a. The words and phrases used in this act and in proceedings pursuant hereto shall, unless the same be inconsistent with the context, be construed as follows: (1) "A person against whom a petition has been filed" shall include a person who has filed a voluntary petition; (2) "adjudication" shall mean the date of the entry of a decree that the defendant, in a bankruptcy proceeding, is a bankrupt, or if such decree is appealed from, then the date when such decree is finally confirmed; (3) "appellate courts" shall include the circuit courts of appeals of the United States, the supreme courts of the Territories, and the Supreme Court of the United States; (4) "bankrupt" shall include a person against whom an involuntary petition or an application to set a composition aside or to revoke a discharge has been filed, or who has filed a voluntary petition, or who has been adjudged a bankrupt; (5) "clerk" shall mean the clerk of a court of bankruptcy; (6) "corporations" shall mean all bodies having any of the powers and privileges of private corporations not possessed by individuals or partnerships, and shall include limited or other partnership associations organized under laws making the capital subscribed alone responsible for the debts of the association; (7) "court" shall mean the court of bankruptcy in which the proceedings are pending, and may include the referee; (8) "courts of bankruptcy" shall include the district courts of the United States and of the Territories, the Supreme Court of the District of Columbia, and the United States Court of the Indian Territory, and of Alaska; (9) "creditor" shall include anyone who owns a demand or claim provable in bankruptcy, and may include his duly authorized agent, attorney, or proxy; (10) "date of bankruptcy," or "time of bankruptcy," or "commencement of proceedings," or "bankruptcy," with reference to time, shall mean the date when the petition was filed; (11) "debt" shall include any debt, demand or claim provable in bankruptcy; (12) "discharge" shall mean the release of a bankrupt from all of his debts which are provable in bankruptcy, except such as are excepted by this act; (13) "document" shall include any book, deed or instrument in writing; (14) "holiday" shall include Christmas, the Fourth of July, the Twenty-second of February,

and any day appointed by the President of the United States or the Congress of the United States as a holiday or as a day of public fasting or thanksgiving; (15) a person shall be deemed insolvent within the provisions of this act whenever the aggregate of his property, exclusive of any property which he may have conveyed, transferred, concealed, or removed, or permitted to be concealed or removed, with intent to defraud, hinder or delay his creditors, shall not, at a fair valuation, be sufficient in amount to pay his debts; (16) "judge" shall mean a judge of a court of bankruptcy, not including the referee; (17) "oath" shall include affirmation; (18) "officer" shall include clerk, marshal, receiver, referee and trustee, and the imposing of a duty upon or the forbidding of an act by any officer shall include his successor and any person authorized by law to perform the duties of such officer; (19) "persons" shall include corporations, except where otherwise specified, and officers, partnerships, and women, and when used with reference to the commission of acts which are herein forbidden shall include persons who are participants in the forbidden acts, and the agents, officers, and members of the board of directors or trustees, or other similar controlling bodies of corporations; (20) "petition" shall mean a paper filed in a court of bankruptcy or with a clerk or deputy clerk by a debtor praying for the benefits of this act, or by creditors alleging the commission of an act of bankruptcy by a debtor therein named; (21) "referee" shall mean the referee who has jurisdiction of the case or to whom the case has been referred, or anyone acting in his stead; (22) "conceal" shall include secrete, falsify, and mutilate; (23) "secured creditor" shall include a creditor who has security for his debt upon the property of the bankrupt of a nature to be assignable under this act, or who owns such a debt for which some indorser, surety, or other person secondarily liable for the bankrupt has such security upon the bankrupt's assets; (24) "States" shall include the Territories, the Indian Territory, Alaska, and the District of Columbia; (25) "transfer" shall include the sale and every other and different mode of disposing of or parting with property, or the possession of property, absolutely or conditionally, as a payment, pledge, mortgage, gift, or security; (26) "trustee" shall include all of the trustees of an estate; (27) "wage earner" shall mean an individual who works for wages, salary or hire, at a rate of compensation not exceeding one thousand five hundred dollars per year; (28) words importing the masculine gender may be applied to and include corporations, partnerships, and women; (29) words importing the plural number may be applied to and mean only a single person or thing; (30) words importing the singular number may be applied to and mean several persons or things.

CHAPTER II.

CREATION OF COURTS OF BANKRUPTCY AND THEIR JURISDICTION.

SEC. 2. That the courts of bankruptcy as hereinbefore defined, viz., the district courts of the United States in the several States, the Su-

preme Court of the District of Columbia, the district courts of the several Territories, and the United States Courts in the Indian Territory, and the District of Alaska, are hereby made courts of bankruptcy, and are hereby invested within their respective territorial limits as now established, or as they may be hereafter changed, with such jurisdiction at law and in equity as will enable them to exercise original jurisdiction in bankruptcy proceedings, in vacation in chambers and during their respective terms, as they are now or may be hereafter held, to (1) adjudge persons bankrupt who have had their principal place of business, resided, or had their domicile within their respective territorial jurisdictions for the preceding six months, or the greater portion thereof, or who do not have their principal place of business, reside, or have their domicile within the United States, but have property within their jurisdictions, or who have been adjudged bankrupts by courts of competent jurisdiction without the United States and have property within their jurisdictions; (2) allow claims, disallow claims, reconsider allowed or disallowed claims, and allow or disallow them against bankrupt estates; (3) appoint receivers or the marshals, upon application of parties in interest, in case the courts shall find it absolutely necessary, for the preservation of estates, to take charge of the property of bankrupts after the filing of the petition and until it is dismissed or the trustee is qualified; (4) arraign, try and punish bankrupts, officers and other persons, and the agents, officers, members of the board of directors or trustees, or other similar controlling bodies, of corporations for violations of this act, in accordance with the laws of procedure of the United States now in force, or such as may be hereafter enacted, regulating trials for the alleged violation of laws of the United States; (5) authorize the business of bankrupts to be conducted for limited periods by receivers, the marshals, or trustees, if necessary in the best interests of the estates; (6) bring in and substitute additional persons or parties in proceedings in bankruptcy when necessary for the complete determination of a matter in controversy; (7) cause the estates of bankrupts to be collected, reduced to money and distributed, and determine controversies in relation thereto, except as herein otherwise provided; (8) close estates, whenever it appears that they have been fully administered, by approving the final accounts and discharging the trustees, and reopen them whenever it appears they were closed before being fully administered; (9) confirm or reject compositions between debtors and their creditors, and set aside compositions and reinstate the cases; (10) consider and confirm, modify or overrule, or return with instructions for further proceedings, records and findings certified to them by referees; (11) determine all claims of bankrupts to their exemptions; (12) discharge or refuse to discharge bankrupts and set aside discharges and reinstate the cases; (13) enforce obedience by bankrupts, officers and other persons to all lawful orders, by fine or imprisonment or fine and imprisonment; (14) extradite bankrupts from their respective districts to other districts; (15) make such orders, issue such process, and enter

such judgments in addition to those specifically provided for as may be necessary for the enforcement of the provisions of this act; (16) punish persons for contempt committed before referees; (17) pursuant to the recommendation of creditors, or when they neglect to recommend the appointment of trustees, appoint trustees, and upon complaints of creditors, remove trustees for cause upon hearings and after notices to them; (18) tax costs, whenever they are allowed by law, and render judgments therefor against the unsuccessful party, or the successful party for cause, or in part against each of the parties, and against estates, in proceedings in bankruptcy; and (19) transfer cases to other courts of bankruptcy.

Nothing in this section contained shall be construed to deprive a court of bankruptcy of any power it would possess were certain specific powers not herein enumerated.

CHAPTER III.

BANKRUPTS.

SEC. 3. ACTS OF BANKRUPTCY.— a. Acts of bankruptcy by a person shall consist of his having (1) conveyed, transferred, concealed, or removed, or permitted to be concealed or removed, any part of his property with intent to hinder, delay, or defraud his creditors, or any of them; or (2) transferred, while insolvent, any portion of his property to one or more of his creditors with intent to prefer such creditors over his other creditors; or (3) suffered or permitted, while insolvent, any creditor to obtain a preference through legal proceedings, and not having at least five days before a sale or final disposition of any property affected by such preference vacated or discharged such preference; or (4) made a general assignment for the benefit of his creditors; or (5) admitted in writing his inability to pay his debts and his willingness to be adjudged a bankrupt on that ground.

b. A petition may be filed against a person who is insolvent and who has committed an act of bankruptcy within four months after the commission of such act. Such time shall not expire until four months after (1) the date of the recording or registering of the transfer or assignment when the act consists in having made a transfer of any of his property with intent to hinder, delay, or defraud his creditors or for the purpose of giving a preference as hereinbefore provided, or a general assignment for the benefit of his creditors, if by law such recording or registering is required or permitted, or, if it is not, from the date when the beneficiary takes notorious, exclusive, or continuous possession of the property unless the petitioning creditors have received actual notice of such transfer or assignment.

c. It shall be a complete defense to any proceedings in bankruptcy instituted under the first subdivision of this section to allege and prove that the party proceeded against was not insolvent as defined in this act at the time of the filing the petition against him, and if solvency at such date is proved by the alleged bankrupt the proceedings shall be dismissed,

and under said subdivision one the burden of proving solvency shall be on the alleged bankrupt.

d. Whenever a person against whom a petition has been filed as hereinbefore provided under the second and third subdivisions of this section takes issue with and denies the allegation of his insolvency, it shall be his duty to appear in court on the hearing, with his books, papers and accounts, and submit to an examination, and give testimony as to all matters tending to establish solvency or insolvency, and in case of his failure to so attend and submit to examination the burden of proving his solvency shall rest upon him.

e. Whenever a petition is filed by any person for the purpose of having another adjudged a bankrupt, and an application is made to take charge of and hold the property of the alleged bankrupt, or any part of the same, prior to the adjudication and pending a hearing on the petition, the petitioner or applicant shall file in the same court a bond with at least two good and sufficient sureties who shall reside within the jurisdiction of said court, to be approved by the court or a judge thereof, in such sum as the court shall direct, conditioned for the payment, in case such petition is dismissed, to the respondent, his or her personal representatives, all costs, expenses and damages occasioned by such seizure, taking and detention of the property of the alleged bankrupt.

If such petition be dismissed by the court or withdrawn by the petitioner, the respondent or respondents shall be allowed all costs, counsel fees, expenses and damages occasioned by such seizure, taking, or detention of such property. Counsel fees, costs, expenses and damages shall be fixed and allowed by the court, and paid by the obligors in such bond.

SEC. 4. WHO MAY BECOME BANKRUPTS.—a. Any person who owes debts, except a corporation, shall be entitled to the benefits of this act as a voluntary bankrupt.

b. Any natural person, except a wage earner or a person engaged chiefly in farming or the tillage of the soil, any unincorporated company, and any corporation engaged principally in manufacturing, trading, printing, publishing, or mercantile pursuits, owing debts to the amount of one thousand dollars or over, may be adjudged an involuntary bankrupt upon default or an impartial trial, and shall be subject to the provisions and entitled to the benefits of this act. Private bankers, but not national banks or banks incorporated under State or Territorial laws, may be adjudged involuntary bankrupts.

SEC. 5 PARTNERS.—a. A partnership during the continuation of the partnership business, or after its dissolution and before the final settlement thereof may be adjudged a bankrupt.

b. The creditors of the partnership shall appoint the trustee; in other respects so far as possible the estate shall be administered as herein provided for other estates.

c. The court of bankruptcy which has jurisdiction of one of the partners may have jurisdiction of all the partners and of the administration of the partnership and individual property.

d. The trustee shall keep separate accounts of the partnership property and of the property belonging to the individual partners.

e. The expenses shall be paid from the partnership property and the individual property in such proportions as the court shall determine.

f. The net proceeds of the partnership property shall be appropriated to the payment of the partnership debts, and the net proceeds of the individual estate of each partner to the payment of his individual debts. Should any surplus remain of the property of any partner after paying his individual debts, such surplus shall be added to the partnership assets and be applied to the payment of the partnership debts. Should any surplus of the partnership property remain after paying the partnership debts, such surplus shall be added to the assets of the individual partners in the proportion of their respective interests in the partnership.

g. The court may permit the proof of the claim of the partnership estate against the individual estates, and vice versa, and may marshal the assets of the partnership estate and individual estates so as to prevent preferences and secure the equitable distribution of the property of the several estates.

h. In the event of one or more but not all of the members of a partnership being adjudged bankrupt, the partnership property shall not be administered in bankruptcy, unless by consent of the partner or partners not adjudged bankrupt; but such partner or partners not adjudged bankrupt shall settle the partnership business as expeditiously as its nature will permit, and account for the interest of the partner or partners adjudged bankrupt.

SEC. 6. EXEMPTIONS OF BANKRUPTS.—a. This act shall not affect the allowance to bankrupts of the exemptions which are prescribed by the State laws in force at the time of the filing of the petition in the State wherein they have had their domicile for the six months or the greater portion thereof immediately preceding the filing of the petition.

SEC. 7. DUTIES OF BANKRUPTS.—a. The bankrupt shall (1) attend the first meeting of his creditors, if directed by the court or a judge thereof to do so, and the hearing upon his application for a discharge, if filed; (2) comply with all lawful orders of the court; (3) examine the correctness of all proofs of claims filed against his estate; (4) execute and deliver such papers as shall be ordered by the court; (5) execute to his trustee transfers of all his property in foreign countries; (6) immediately inform his trustee of any attempt, by his creditors or other persons, to evade the provisions of this act, coming to his knowledge; (7) in case of any person having to his knowledge proved a false claim against his estate, disclose that fact immediately to his trustee; (8) prepare, make oath to, and file in court within ten days, unless further time is granted, after the adjudication, if an involuntary bankrupt, and with

the petition if a voluntary bankrupt, a schedule of his property, showing the amount and kind of property, the location thereof, its money value in detail, and a list of his creditors, showing their residences, if known, if unknown, that fact to be stated, the amounts due each of them, the consideration thereof, the security held by them, if any, and a claim for such exemptions as he may be entitled to, all in triplicate, one copy of each for the clerk, one for the referee, and one for the trustee; and (9) when present at the first meeting of his creditors, and at such other times as the court shall order, submit to an examination concerning the conducting of his business, the cause of his bankruptcy, his dealings with his creditors and other persons, the amount, kind, and whereabouts of his property, and, in addition, all matters which may affect the administration and settlement of his estate; but no testimony given by him shall be offered in evidence against him in any criminal proceeding.

Provided, however, that he shall not be required to attend a meeting of his creditors, or at or for an examination at a place more than one hundred and fifty miles distant from his home or principal place of business, or to examine claims except when presented to him, unless ordered by the court, or a judge thereof, for cause shown, and the bankrupt shall be paid his actual expenses from the estate when examined or required to attend at any place other than the city, town or village of his residence.

SEC. 8. DEATH OR INSANITY OF BANKRUPT.—a. The death or insanity of a bankrupt shall not abate the proceedings, but the same shall be conducted and concluded in the same manner, so far as possible, as though he had not died or become insane: *Provided,* that in case of death the widow and children shall be entitled to all rights of dower and allowance fixed by the laws of the State of the bankrupt's residence.

SEC. 9. PROTECTION AND DETENTION OF BANKRUPTS.—a. A bankrupt shall be exempt from arrest upon civil process except in the following cases: (1) When issued from a court of bankruptcy for contempt or disobedience of its lawful orders; (2) when issued from a State court having jurisdiction, and served within such State, upon a debt or claim from which his discharge in bankruptcy would not be a release, and in such case he shall be exempt from such arrest when in attendance upon a court of bankruptcy or engaged in the performance of a duty imposed by this act.

b. The judge may, at any time after the filing of a petition by or against a person, and before the expiration of one month after the qualification of the trustee, upon satisfactory proof by the affidavits of at least two persons that such bankrupt is about to leave the district in which he resides or has his principal place of business to avoid examination, and that his departure will defeat the proceedings in bankruptcy, issue a warrant to the marshal, directing him to bring such bankrupt forthwith before the court for examination. If upon hear-

ing the evidence of the parties it shall appear to the court or a judge thereof that the allegations are true and that it is necessary, he shall order such marshal to keep such bankrupt in custody not exceeding ten days but not imprison him, until he shall be examined and released or give bail conditioned for his appearance for examination, from time to time, not exceeding in all ten days, as required by the court, and for his obedience to all lawful orders made in reference thereto.

SEC. 10. EXTRADITION OF BANKRUPTS.— a. Whenever a warrant for the apprehension of a bankrupt shall have been issued, and he shall have been found within the jurisdiction of a court other than the one issuing the warrant, he may be extradited in the same manner in which persons under indictment are now extradited from one district within which a district court has jurisdiction to another.

SEC. 11. SUITS BY AND AGAINST BANKRUPTS.— a. A suit which is founded upon a claim from which a discharge would be a release, and which is pending against a person at the time of the filing of a petition against him, shall be stayed until after an adjudication or the dismissal of the petition; if such person is adjudged a bankrupt, such action may be further stayed until twelve months after the date of such adjudication, or, if within that time such person applies for a discharge, then until the question of such discharge is determined.

b. The court may order the trustee to enter his appearance and defend any pending suit against the bankrupt.

c. A trustee may, with the approval of the court, be permitted to prosecute as trustee any suit commenced by the bankrupt prior to the adjudication, with like force and effect as though it had been commenced by him.

d. Suits shall not be brought by or against a trustee of a bankrupt estate subsequent to two years after the estate has been closed.

SEC. 12. COMPOSITIONS, WHEN CONFIRMED.— a. A bankrupt may offer terms of composition to his creditors after, but not before, he has been examined in open court or at a meeting of his creditors and filed in court the schedule of his property and list of his creditors, required to be filed by bankrupts.

b. An application for the confirmation of a composition may be filed in the court of bankruptcy after, but not before, it has been accepted in writing by a majority in number of all creditors whose claims have been allowed, which number must represent a majority in amount of such claims, and the consideration to be paid by the bankrupt to his creditors, and the money necessary to pay all debts which have priority and the cost of the proceedings, have been deposited in such place as shall be designated by and subject to the order of the judge.

c. A date and place, with reference to the convenience of the parties in interest, shall be fixed for the hearing upon each application for the confirmation of a composition, and such objections as may be made to its confirmation.

d. The judge shall confirm a composition if satisfied (1) that it is for the best interests of the creditors; (2) the bankrupt has not been guilty of any of the acts or failed to perform any of the duties which would be a bar to his discharge; and (3) the offer and its acceptance are in good faith and have not been made or procured except as herein provided, or by any means, promises, or acts herein forbidden.

e. Upon the confirmation of a composition, the consideration shall be distributed as the judge shall direct, and the case dismissed. Whenever a composition is not confirmed, the estate shall be administered in bankruptcy as herein provided.

SEC. 13. COMPOSITIONS, WHEN SET ASIDE.—a. The judge may, upon the application of parties in interest filed at any time within six months after a composition has been confirmed, set the same aside and reinstate the case if it shall be made to appear upon a trial that fraud was practiced in the procuring of such composition, and that the knowledge thereof has come to the petitioners since the confirmation of such composition.

SEC. 14. DISCHARGES, WHEN GRANTED.—a. Any person may, after the expiration of one month and within the next twelve months subsequent to being adjudged a bankrupt, file an application for a discharge in the court of bankruptcy in which the proceedings are pending; if it shall be made to appear to the judge that the bankrupt was unavoidably prevented from filing it within such time, it may be filed within but not after the expiration of the next six months.

b. The judge shall hear the application for a discharge, and such proofs and pleas as may be made in opposition thereto by parties in interest, at such time as will give parties in interest a reasonable opportunity to be fully heard, and investigate the merits of the application and discharge the applicant unless he has (1) committed an offense punishable by imprisonment as herein provided; or (2) with fraudulent intent to conceal his true financial condition and in contemplation of bankruptcy, destroyed, concealed, or failed to keep books of account or records from which his true condition might be ascertained.

c. The confirmation of a composition shall discharge the bankrupt from his debts, other than those agreed to be paid by the terms of the composition and those not affected by a discharge.

SEC. 15. DISCHARGES, WHEN REVOKED.—a. The judge may, upon the application of parties in interest who have not been guilty of undue laches, filed at any time within one year after a discharge shall have been granted, revoke it upon a trial if it shall be made to appear that it was obtained through the fraud of the bankrupt, and that the knowledge of the fraud has come to the petitioners since the granting of the discharge, and that the actual facts did not warrant the discharge.

SEC. 16. CO-DEBTORS OF BANKRUPTS.—a. The liability of a person who is a co-debtor with, or guarantor or in any manner a surety for a bankrupt shall not be altered by the discharge of such bankrupt.

SEC. 17. DEBTS NOT AFFECTED BY A DISCHARGE.— a. A discharge in bankruptcy shall release a bankrupt from all of his provable debts, except such as (1) are due as a tax levied by the United States, the State, county, district, or municipality in which he resides; (2) are judgments in actions for frauds, or obtaining property by false pretenses or false representations, or for willful and malicious injuries to the person or property of another; (3) have not been duly scheduled in time for proof and allowance, with the name of the creditor if known to the bankrupt, unless such creditor had notice or actual knowledge of the proceedings in bankruptcy; or (4) were created by his fraud, embezzlement, misappropriation, or defalcation while acting as an officer or in any fiduciary capacity.

CHAPTER IV.

COURTS AND PROCEDURE THEREIN.

SEC. 18. PROCESS, PLEADINGS, AND ADJUDICATIONS.— a. Upon the filing of a petition for involuntary bankruptcy, service thereof, with a writ of subpoena, shall be made upon the person therein named as defendant in the same manner that service of such process is now had upon the commencement of a suit in equity in the courts of the United States, except that it shall be returnable within fifteen days, unless the judge shall for cause fix a longer time; but in case personal service cannot be made, then notice shall be given by publication in the same manner and for the same time as provided by law for notice by publication in suits in equity in courts of the United States.

b. The bankrupt, or any creditor, may appear and plead to the petition within ten days after the return day, or within such further time as the court may allow.

c. All pleadings setting up matters of fact shall be verified under oath.

d. If the bankrupt, or any of his creditors, shall appear, within the time limited, and controvert the facts alleged in the petition, the judge shall determine, as soon as may be, the issues presented by the pleadings, without the intervention of a jury, except in cases where a jury trial is given by this act, and make the adjudication or dismiss the petition.

e. If on the last day within which pleadings may be filed none are filed by the bankrupt or any of his creditors, the judge shall on the next day, if present, or as soon thereafter as practicable, make the adjudication or dismiss the petition.

f. If the judge is absent from the district, or the division of the district in which the petition is pending, on the next day after the last day on which pleadings may be filed, and none have been filed by the bankrupt or any of his creditors, the clerk shall forthwith refer the case to the referee.

g. Upon the filing of a voluntary petition the judge shall hear the petition and make the adjudication or dismiss the petition. If the

judge is absent from the district, or the division of the district in which the petition is filed at the time of the filing, the clerk shall forthwith refer the case to the referee.

SEC. 19. JURY TRIALS.—a. A person against whom an involuntary petition has been filed shall be entitled to have a trial by jury, in respect to the question of his insolvency, except as herein otherwise provided, and any act of bankruptcy alleged in such petition to have been committed, upon filing a written application therefor at or before the time within which an answer may be filed. If such application is not filed within such time, a trial by jury shall be deemed to have been waived.

b. If a jury is not in attendance upon the court, one may be specially summoned for the trial, or the case may be postponed, or, if the case is pending in one of the district courts within the jurisdiction of a circuit court of the United States, it may be certified for trial to the circuit court sitting at the same place, or by consent of parties when sitting at any other place in the same district, if such circuit court has or is to have a jury first in attendance.

c. The right to submit matters in controversy, or an alleged offense under this act, to a jury shall be determined and enjoyed, except as provided in this act, according to the United States laws now in force or such as may be hereafter enacted in relation to trials by jury.

SEC. 20. OATHS, AFFIRMATIONS.—a. Oaths required by this act, except upon hearings in court, may be administered by (1) referees; (2) officers authorized to administer oaths in proceedings before the courts of the United States, or under the laws of the State where the same are to be taken; and (3) diplomatic or consular officers of the United States in any foreign country.

b. Any person conscientiously opposed to taking an oath may, in lieu thereof, affirm. Any person who shall affirm falsely shall be punished as for the making of a false oath.

SEC. 21. EVIDENCE.—a. A court of bankruptcy may, upon application of any officer, bankrupt, or creditor, by order require any designated person, including the bankrupt, who is a competent witness under the laws of the State in which the proceedings are pending, to appear in court or before a referee or the judge of any State court, to be examined concerning the acts, conduct, or property of a bankrupt whose estate is in process of administration under this act.

b. The right to take depositions in proceedings under this act shall be determined and enjoyed according to the United States laws now in force, or such as may be hereafter enacted relating to the taking of depositions, except as herein provided.

c. Notice of the taking of depositions shall be filed with the referee in every case. When depositions are to be taken in opposition to the allowance of a claim notice shall also be served upon the claimant, and when in opposition to a discharge notice shall also be served upon the bankrupt.

d. Certified copies of proceedings before a referee, or of papers, when issued by the clerk or referee, shall be admitted as evidence with like force and effect as certified copies of the records of the district courts of the United States are now or may hereafter be admitted as evidence.

e. A certified copy of the order approving the bond of a trustee shall constitute conclusive evidence of the vesting in him of the title to the property of the bankrupt, and if recorded shall impart the same notice that a deed from the bankrupt to the trustee if recorded would have imparted had not bankruptcy proceedings intervened.

f. A certified copy of an order confirming or setting aside a composition, or granting or setting aside a discharge, not revoked, shall be evidence of the jurisdiction of the court, the regularity of the proceedings, and of the fact that the order was made.

g. A certified copy of an order confirming a composition shall constitute evidence of the re-vesting of the title of his property in the bankrupt, and if recorded shall impart the same notice that a deed from the trustee to the bankrupt if recorded would impart.

SEC. 22. REFERENCES OF CASES AFTER ADJUDICATION.—a. After a person has been adjudged a bankrupt the judge may cause the trustee to proceed with the administration of the estate, or refer it (1) generally to the referee or specially with only limited authority to act in the premises or to consider and report upon specified issues; or (2) to any referee within the territorial jurisdiction of the court, if the convenience of parties in interest will be served thereby, or for cause, or if the bankrupt does not do business, reside, or have his domicile in the district.

b. The judge may, at any time, for the convenience of the parties or for cause, transfer a case from one referee to another.

SEC. 23. JURISDICTION OF UNITED STATES AND STATE COURTS.—a. The United States circuit courts shall have jurisdiction of all controversies at law and in equity, as distinguished from proceedings in bankruptcy, between trustees as such and adverse claimants concerning the property acquired or claimed by the trustees, in the same manner and to the same extent only as though bankruptcy proceedings had not been instituted and such controversies had been between the bankrupts and such adverse claimants.

b. Suits by the trustee shall only be brought or prosecuted in the courts where the bankrupt, whose estate is being administered by such trustee, might have brought or prosecuted them if proceedings in bankruptcy had not been instituted, unless by consent of the proposed defendant.

c. The United States circuit courts shall have concurrent jurisdiction with the courts of bankruptcy, within their respective territorial limits, of the offenses enumerated in this act.

SEC. 24. JURISDICTION OF APPELLATE COURTS.—a. The Supreme Court of the United States, the circuit courts of appeals of the United

States, and the supreme courts of the Territories, in vacation in chambers and during their respective terms, as now or as they may be hereafter held, are hereby invested with appellate jurisdiction of controversies arising in bankruptcy proceedings from the courts of bankruptcy from which they have appellate jurisdiction in other cases. The Supreme Court of the United States shall exercise a like jurisdiction from courts of bankruptcy not within any organized circuit of the United States and from the supreme court of the District of Columbia.

b. The several circuit courts of appeal shall have jurisdiction in equity, either interlocutory or final, to superintend and revise in matter of law the proceedings of the several inferior courts of bankruptcy within their jurisdiction. Such power shall be exercised on due notice and petition by any party aggrieved.

SEC. 25. APPEALS AND WRITS OF ERROR.—a. That appeals, as in equity cases, may be taken in bankruptcy proceedings from the courts of bankruptcy to the circuit court of appeals of the United States, and to the supreme court of the Territories, in the following cases, to wit, (1) from a judgment adjudging or refusing to adjudge the defendant a bankrupt; (2) from a judgment granting or denying a discharge; and (3) from a judgment allowing or rejecting a debt or claim of five hundred dollars or over. Such appeal shall be taken within ten days after the judgment appealed from has been rendered, and may be heard and determined by the appellate court in term of vacation, as the case may be.

b. From any final decision of a court of appeals, allowing or rejecting a claim under this act, an appeal may be had under such rules and within such time as may be prescribed by the Supreme Court of the United States, in the following cases and no other:

1. Where the amount in controversy exceeds the sum of two thousand dollars, and the question involved is one which might have been taken on appeal or writ of error from the highest court of a State to the Supreme Court of the United States; or

2. Where some justice of the Supreme Court of the United States shall certify that in his opinion the determination of the question or questions involved in the allowance or rejection of such claim is essential to a uniform construction of this act throughout the United States.

c. Trustees shall not be required to give bond when they take appeals or sue out writs of error.

d. Controversies may be certified to the Supreme Court of the United States from other courts of the United States, and the former court may exercise jurisdiction thereof and issue writs of certiorari pursuant to the provisions of the United States laws now in force or such as may be hereafter enacted.

SEC. 26. ARBITRATION OF CONTROVERSIES.—a. The trustee may, pursuant to the direction of the court, submit to arbitration any controversy arising in the settlement of the estate.

b. Three arbitrators shall be chosen by mutual consent, or one by the trustee, one by the other party to the controversy, and the third by the two so chosen, or if they fail to agree in five days after their appointment the court shall appoint the third arbitrator.

c. The written finding of the arbitrators, or a majority of them, as to the issues presented, may be filed in court and shall have like force and effect as the verdict of a jury.

SEC. 27. COMPROMISES.—a. The trustee may, with the approval of the court, compromise any controversy arising in the administration of the estate upon such terms as he may deem for the best interest of the estate.

SEC. 28. DESIGNATION OF NEWSPAPERS.—a. Courts of bankruptcy shall by order designate a newspaper published within their respective territorial districts, and in the county in which the bankrupt resides or the major part of his property is situated, in which notices required to be published by this act and orders which the court may direct to be published shall be inserted. Any court may in a particular case, for the convenience of parties in interest, designate some additional newspaper in which notices and orders in such case shall be published.

SEC. 29. OFFENSES.—a. A person shall be punished, by imprisonment for a period of not to exceed five years, upon conviction of the offense of having knowingly and fraudulently appropriated to his own use, embezzled, spent, or unlawfully transferred any property or secreted or destroyed any document belonging to a bankrupt estate which came into his charge as trustee.

b. A person shall be punished, by imprisonment for a period not to exceed two years, upon conviction of the offense of having knowingly and fraudulently (1) concealed while a bankrupt, or after his discharge, from his trustee any of the property belonging to his estate in bankruptcy; or (2) made a false oath or account in, or in relation to, any proceeding in bankruptcy; (3) presented under oath any false claim for proof against the estate of a bankrupt, or used any such claim in composition personally or by agent, proxy, or attorney, or as agent, proxy, or attorney; or (4) received any material amount of property from a bankrupt after the filing of the petition, with intent to defeat this act; or (5) extorted or attempted to extort any money or property from any person as a consideration for acting or forbearing to act in bankruptcy proceedings.

c. A person shall be punished by fine, not to exceed five hundred dollars, and forfeit his office, and the same shall thereupon become vacant, upon conviction of the offense of having knowingly (1) acted as a referee in a case in which he is directly or indirectly interested; or (2) purchased while a referee, directly or indirectly, any property of the estate in bankruptcy of which he is referee; or (3) refused, while a referee or trustee, to permit a reasonable opportunity for the inspection of the accounts relating to the affairs of, and the papers and records of, estates in his charge by parties in interest when directed by the court so to do.

d. A person shall not be prosecuted for any offense arising under this act unless the indictment is found or the information is filed in court within one year after the commission of the offense.

SEC. 30. RULES, FORMS, AND ORDERS.—a. All necessary rules, forms, and orders as to procedure and for carrying this act into force and effect shall be prescribed, and may be amended from time to time, by the Supreme Court of the United States.

SEC. 31. COMPUTATION OF TIME.—a. Whenever time is enumerated by days in this act, or in any proceeding in bankruptcy, the number of days shall be computed by excluding the first and including the last, unless the last fall on a Sunday or holiday, in which event the day last included shall be the next day thereafter which is not a Sunday or a legal holiday.

SEC. 32. TRANSFER OF CASES.—a. In the event petitions are filed against the same person, or against different members of a partnership, in different courts of bankruptcy each of which has jurisdiction, the cases shall be transferred, by order of the courts relinquishing jurisdiction, to and be consolidated by the one of such courts which can proceed with the same for the greatest convenience of parties in interest.

CHAPTER V.

OFFICERS, THEIR DUTIES AND COMPENSATION.

SEC. 33. CREATION OF TWO OFFICES.—a. The offices of referee and trustee are hereby created.

SEC. 34. APPOINTMENT, REMOVAL, AND DISTRICTS OF REFEREES.—a. Courts of bankruptcy shall, within the territorial limits of which they respectively have jurisdiction, (1) appoint referees, each for a term of two years, and may, in their discretion, remove them because their services are not needed or for other cause; and (2) designate, and from time to time change, the limits of the districts of referees, so that each county, where the services of a referee are needed, may constitute at least one district.

SEC. 35. QUALIFICATIONS OF REFEREES.—a. Individuals shall not be eligible to appointment as referees unless they are respectively (1) competent to perform the duties of that office; (2) not holding any office of profit or emolument under the laws of the United States or of any State other than commissioners of deeds, justices of the peace, masters in chancery, or notaries public; (3) not related by consanguinity or affinity, within the third degree as determined by the common law, to any of the judges of the courts of bankruptcy or circuit courts of the United States, or of the justices or judges of the appellate courts of the districts wherein they may be appointed; and (4) residents of, or have their offices in, the territorial districts for which they are to be appointed.

SEC. 36. OATHS OF OFFICE OF REFEREES.—a. Referees shall take the same oath of office as that prescribed for judges of the United States courts.

SEC. 37. NUMBER OF REFEREES.—a. Such number of referees shall be appointed as may be necessary to assist in expeditiously transacting the bankruptcy business pending in the various courts of bankruptcy.

SEC. 38. JURISDICTION OF REFEREES.—a. Referees respectively are hereby invested, subject always to a review by the judge, within the limits of their districts as established from time to time, with jurisdiction to (1) consider all petitions referred to them by the clerks and make the adjudications or dismiss the petitions; (2) exercise the powers vested in courts of bankruptcy for the administering of oaths to and the examination of persons as witnesses and for requiring the production of documents in proceedings before them, except the power of commitment; (3) exercise the powers of the judge for the taking possession and releasing of the property of the bankrupt in the event of the issuance by the clerk of a certificate showing the absence of a judge from the judicial district, or the division of the district, or his sickness, or inability to act; (4) perform such part of the duties, except as to questions arising out of the applications of bankrupts for compositions or discharges, as are by this act conferred on courts of bankruptcy and as shall be prescribed by rules or orders of the courts of bankruptcy of their respective districts, except as herein otherwise provided; and (5) upon the application of the trustee during the examination of the bankrupts, or other proceedings, authorize the employment of stenographers at the expense of the estates at a compensation not to exceed ten cents per folio for reporting and transcribing the proceedings.

SEC. 39. DUTIES OF REFEREES.—a. Referees shall (1) declare dividends and prepare and deliver to trustees dividend sheets showing the dividends declared and to whom payable; (2) examine all schedules of property and lists of creditors filed by bankrupts and cause such as are incomplete or defective to be amended; (3) furnish such information concerning the estates in process of administration before them as may be requested by the parties in interest; (4) give notices to creditors as herein provided; (5) make up records embodying the evidence, or the substance thereof, as agreed upon by the parties in all contested matters arising before them, whenever requested to do so by either of the parties thereto, together with their findings therein, and transmit them to the judges; (6) prepare and file the schedules of property and list of creditors required to be filed by the bankrupts, or cause the same to be done, when the bankrupts fail, refuse, or neglect to do so; (7) safely keep, perfect, and transmit to the clerks the records, herein required to be kept by them, when the cases are concluded; (8) transmit to the clerks such papers as may be on file before them whenever the same are needed in any proceedings in courts, and in like manner secure the return of such papers after they have been used, or, if it be impracticable to transmit the original papers, transmit certified copies thereof by mail; (9) upon application of any party in interest, preserve the evidence taken or the substance thereof as agreed upon by the

parties before them when a stenographer is not in attendance; and (10) whenever their respective offices are in the same cities or towns where the courts of bankruptcy convene, call upon and receive from the clerks all the papers filed in courts of bankruptcy which have been referred to them.

b. Referees shall not (1) act in cases in which they are directly or indirectly interested; (2) practice as attorneys and counsellors at law in any bankruptcy proceedings; or (3) purchase, directly or indirectly, any property of an estate in bankruptcy.

SEC. 40. COMPENSATION OF REFEREES.— a. Referees shall receive as full compensation for their services, payable after they are rendered, a fee of ten dollars deposited with the clerk at the time the petition is filed in each case, except when a fee is not required from a voluntary bankrupt, and from estates which have been administered before them one per centum commissions on sums to be paid as dividends and commissions, or one-half of one per centum on the amount to be paid to creditors upon the confirmation of a composition.

b. Whenever a case is transferred from one referee to another the judge shall determine the proportion in which the fee and commissions therefor shall be divided between the referees.

c. In the event of the reference of a case being revoked before it is concluded, and when the case is specially referred, the judge shall determine what part of the fee and commissions shall be paid to the referee.

SEC. 41. CONTEMPTS BEFORE REFEREES.— a. A person shall not, in proceedings before a referee, (1) disobey or resist any lawful order, process, or writ; (2) misbehave during a hearing or so near the place thereof as to obstruct the same; (3) neglect to produce, after having been ordered to do so, any pertinent document; or (4) refuse to appear after having been subpoenaed, or, upon appearing, refuse to take the oath as a witness, or, after having taken the oath, refuse to be examined according to law: Provided, that no person shall be required to attend as a witness before a referee at a place outside of the State of his residence, and more than one hundred miles from such place of residence, and only in case his lawful mileage and fee for one day's attendance shall be first paid or tendered to him.

b. The referee shall certify the facts to the judge, if any person shall do any of the things forbidden in this section. The judge shall thereupon, in a summary manner, hear the evidence as to the acts complained of, and, if it is such as to warrant him in so doing, punish such person in the same manner and to the same extent as for a contempt committed before the court of bankruptcy, or commit such person upon the same conditions as if the doing of the forbidden act had occurred with reference to the process of, or in the presence of, the court.

SEC. 42. RECORDS OF REFEREES.— a. The records of all proceedings in each case before a referee shall be kept as nearly as may be in the

same manner as records are now kept in equity cases in circuit courts of the United States.

b. A record of the proceedings in each case shall be kept in a separate book or books, and shall, together with the papers on file, constitute the record of the case.

c. The book or books containing a record of the proceedings shall, when the case is concluded before the referee, be certified to by him, and, together with such papers as are on file before him, be transmitted to the court of bankruptcy and shall there remain as a part of the records of the court.

SEC. 43. REFEREE'S ABSENCE OR DISABILITY.—a. Whenever the office of a referee is vacant, or its occupant is absent or disqualified to act, the judge may act, or may appoint another referee, or another referee holding an appointment under the same court may, by order of the judge, temporarily fill the vacancy.

SEC. 44. APPOINTMENT OF TRUSTEES.—a. The creditors of a bankrupt estate shall, at their first meeting after the adjudication or after a vacancy has occurred in the office of trustee, or after an estate has been reopened, or after a composition has been set aside or a discharge revoked, or if there is a vacancy in the office of trustee, appoint one trustee or three trustees of such estate. If the creditors do not appoint a trustee or trustees as herein provided, the court shall do so.

SEC. 45. QUALIFICATIONS OF TRUSTEES.—a. Trustees may be (1) individuals who are respectively competent to perform the duties of that office and reside or have an office in the judicial district within which they are appointed; or (2) corporations authorized by their charters or by law to act in such capacity and having an office in the judicial district within which they are appointed.

SEC. 46. DEATH OR REMOVAL OF TRUSTEES.—a. The death or removal of a trustee shall not abate any suit or proceedings which he is prosecuting or defending at the time of his death or removal, but the same may be proceeded with or defended by his joint trustee or successor in the same manner as though the same had been commenced or was being defended by such joint trustee alone or by such successor.

SEC. 47. DUTIES OF TRUSTEES.—a. Trustees shall respectively (1) account for and pay over to the estates under their control all interest received by them upon property of such estates; (2) collect and reduce to money the property of the estates for which they are trustees, under the direction of the court, and close up the estate as expeditiously as is compatible with the best interests of the parties in interest; (3) deposit all money received by them in one of the designated depositories; (4) disburse money only by check or draft on the depositories in which it has been deposited; (5) furnish such information concerning the estates of which they are trustees and their administration as may be requested by parties in interest; (6) keep regular accounts showing all amounts received and from what sources and all amounts expended and on what accounts; (7) lay before the final meeting of the cred-

itors detailed statements of the administration of the estates; (8) make final reports and file final accounts with the courts fifteen days before the days fixed for the final meetings of the creditors; (9) pay dividends within ten days after they are declared by the referees; (10) report to the courts, in writing, the condition of the estates and the amounts of money on hand, and such other details as may be required by the courts, within the first month after their appointment and every two months thereafter, unless otherwise ordered by the courts; and (11) set apart the bankrupt's exemptions and report the items and estimated value thereof to the court as soon as practicable after their appointment.

b. Whenever three trustees have been appointed for an estate, the concurrence of at least two of them shall be necessary to the validity of their every act concerning the administration of the estate.

SEC. 48. COMPENSATION OF TRUSTEES.—a. Trustees shall receive, as full compensation for their services, payable after they are rendered, a fee of five dollars deposited with the clerk at the time the petition is filed in each case, except when a fee is not required from a voluntary bankrupt, and from estates which they have administered, such commissions on sums to be paid as dividends and commissions as may be allowed by the courts, not to exceed three per centum on the first five thousand dollars or less, two per centum on the second five thousand dollars or part thereof, and one per centum on such sums in excess of ten thousand dollars.

b. In the event of an estate being administered by three trustees instead of one trustee or by successive trustees, the court shall apportion the fees and commissions between them according to the services actually rendered, so that there shall not be paid to trustees for the administering of any estate a greater amount than one trustee would be entitled to.

c. The court may, in its discretion, withhold all compensation from any trustee who has been removed for cause.

SEC. 49. ACCOUNTS AND PAPERS OF TRUSTEES.—a. The accounts and papers of trustees shall be open to the inspection of officers and all parties in interest.

SEC. 50. BONDS OF REFEREES AND TRUSTEES.—a. Referees, before assuming the duties of their offices, and within such time as the district courts of the United States having jurisdiction shall prescribe, shall respectively qualify by entering into bond with the United States in such sum as shall be fixed by such courts, not to exceed five thousand dollars, with such sureties as shall be approved by such courts, conditioned for the faithful performance of their official duties.

b. Trustees, before entering upon the performance of their official duties, and within ten days after their appointment, or within such further time, not to exceed five days, as the court may permit, shall respectively qualify by entering into bond to the United States, with such sureties as shall be approved by the courts, conditioned for the faithful performance of their official duties.

c. The creditors of a bankrupt estate, at their first meeting after the adjudication, or after a vacancy has occurred in the office of trustee, or after an estate has been reopened, or after a composition has been set aside or a discharge revoked, if there is a vacancy in the office of trustee, shall fix the amount of the bond of the trustee; they may at any time increase the amount of the bond. If the creditors do not fix the amount of the bond of the trustee as herein provided the court shall do so.

d. The court shall require evidence as to the actual value of the property of sureties.

e. There shall be at least two sureties upon each bond.

f. The actual value of the property of the sureties, over and above their liabilities and exemptions, on each bond shall equal at least the amount of such bond.

g. Corporations organized for the purpose of becoming sureties upon bonds, or authorized by law to do so, may be accepted as sureties upon the bonds of referees and trustees whenever the courts are satisfied that the rights of all parties in interest will be thereby amply protected.

h. Bonds of referees, trustees, and designated depositories shall be filed of record in the office of the clerk of the court and may be sued upon in the name of the United States for the use of any person injured by a breach of their conditions.

i. Trustees shall not be liable, personally or on their bonds, to the United States, for any penalties or forfeitures incurred by the bankrupts under this act, of whose estates they are respectively trustees.

j. Joint trustees may give joint or several bonds.

k. If any referee or trustee shall fail to give bond, as herein provided and within the time limited, he shall be deemed to have declined his appointment, and such failure shall create a vacancy in his office.

l. Suits upon referees' bonds shall not be brought subsequent to two years after the alleged breach of the bond.

m. Suits upon trustees' bonds shall not be brought subsequent to two years after the estate has been closed.

SEC. 51. DUTIES OF CLERKS.—a. Clerks shall respectively (1) account for, as for other fees received by them, the clerk's fee paid in each case and such other fees as may be received for certified copies of records which may be prepared for persons other than officers; (2) collect the fees of the clerk, referee, and trustee in each case instituted before filing the petition, except the petition of a proposed voluntary bankrupt which is accompanied by an affidavit stating that the petitioner is without, and cannot obtain, the money with which to pay such fees; (3) deliver to the referees upon application all papers which may be referred to them, or, if the offices of such referees are not in the same cities or towns as the offices of such clerks, transmit such papers by mail, and in like manner return papers which were received from such referees after they have been used; (4) and within ten days after each case has been closed pay to the referee, if the case was referred, the fee collected for him, and to the trustee the fee collected for him at the time of filing the petition.

SEC. 52. COMPENSATION OF CLERKS AND MARSHALS.—a. Clerks shall respectively receive as full compensation for their service to each estate, a filing fee of ten dollars, except when a fee is not required from a voluntary bankrupt.

b. Marshals shall respectively receive from the estate where an adjudication in bankruptcy is made, except as herein otherwise provided, for the performance of their services in proceedings in bankruptcy, the same fees, and account for them in the same way, as they are entitled to receive for the performance of the same or similar services in other cases in accordance with laws now in force, or such as may be hereafter enacted, fixing the compensation of marshals.

SEC. 53. DUTIES OF ATTORNEY-GENERAL.—a. The Attorney-General shall annually lay before Congress statistical tables showing for the whole country, and by States, the number of cases during the year of voluntary and involuntary bankruptcy; the amount of the property of the estates; the dividends paid and the expenses of administering such estate; and such other like information as he may deem important.

SEC. 54. STATISTICS OF BANKRUPTCY PROCEEDINGS.—a. Officers shall furnish in writing and transmit by mail such information as is within their knowledge, and as may be shown by the records and papers in their possession, to the Attorney-General, for statistical purposes, within ten days after being requested by him to do so.

CHAPTER VI.

CREDITORS.

SEC. 55. MEETINGS OF CREDITORS.—a. The court shall cause the first meeting of creditors of a bankrupt to be held, not less than ten nor more than thirty days after the adjudication, at the county seat of the county in which the bankrupt has had his principal place of business, resided, or had his domicile; or if that place would be manifestly inconvenient as a place of meeting for the parties in interest, or if the bankrupt is one who does not do business, reside, or have his domicile within the United States, the court shall fix a place for the meeting which is the most convenient for the parties in interest. If such meeting should by any mischance not be held within such time, the court shall fix the date, as soon as may be thereafter, when it shall be held.

b. At the first meeting of the creditors the judge or referee shall preside, and, before proceeding with the other business, may allow or disallow the claims of creditors there presented, and may publicly examine the bankrupt or cause him to be examined at the instance of any creditor.

c. The creditors shall at each meeting take such steps as may be pertinent and necessary for the promotion of the best interests of the estate and the enforcement of this act.

d. A meeting of creditors, subsequent to the first one, may be held at any time and place when all the creditors who have secured the allow-

ance of their claims sign a written consent to hold a meeting at such time and place.

e. The court shall call a meeting of creditors whenever one-fourth or more in number of those who have proven their claims shall file a written request to that effect; if such request is signed by a majority of such creditors, which number represents a majority in amount of such claims, and contains a request for such meeting to be held at a designated place, the court shall call such meeting at such place within thirty days after the date of the filing of the request.

f. Whenever the affairs of the estate are ready to be closed a final meeting of creditors shall be ordered.

SEC. 56. VOTERS AT MEETINGS OF CREDITORS.—a. Creditors shall pass upon matters submitted to them at their meetings by a majority vote in number and amount of claims of all creditors whose claims have been allowed and are present, except as herein otherwise provided.

b. Creditors holding claims which are secured or have priority shall not, in respect to such claims, be entitled to vote at creditors' meetings, nor shall such claims be counted in computing either the number of creditors or the amount of their claims, unless the amounts of such claims exceed the values of such securities or priorities, and then only for such excess.

SEC. 57. PROOF AND ALLOWANCE OF CLAIMS.—a. Proof of claims shall consist of a statement under oath, in writing, signed by a creditor setting forth the claim, the consideration therefor, and whether any, and if so what, securities are held therefor, and whether any, and, if so what, payments have been made thereon, and that the sum claimed is justly owing from the bankrupt to the creditor.

b. Whenever a claim is founded upon an instrument of writing, such instrument, unless lost or destroyed, shall be filed with the proof of claim. If such instrument is lost or destroyed, a statement of such fact and of the circumstance of such loss or destruction shall be filed under oath with the claim. After the claim is allowed or disallowed, such instrument may be withdrawn by permission of the court, upon leaving a copy thereof on file with the claim.

c. Claims after being proved may, for the purpose of allowance, be filed by the claimants in the court where the proceedings are pending or before the referee if the case has been referred.

d. Claims which have been duly proved shall be allowed, upon receipt by or upon presentation to the court, unless objection to their allowance shall be made by parties in interest, or their consideration be continued for cause by the court upon its own motion.

e. Claims of secured creditors and those who have priority may be allowed to enable such creditors to participate in the proceedings at creditors' meetings held prior to the determination of the value of their securities or priorities, but shall be allowed for such sums only as to the courts seem to be owing over and above the value of their securities or priorities.

f. Objections to claims shall be heard and determined as soon as the convenience of the court and the best interests of the estates and the claimants will permit.

g. The claims of creditors who have received preferences shall not be allowed unless such creditors shall surrender their preferences.

h. The value of securities held by secured creditors shall be determined by converting the same into money according to the terms of the agreement pursuant to which such securities were delivered to such creditors or by such creditors and the trustee, by agreement, arbitration, compromise, or litigation as the court may direct, and the amount of such value shall be credited upon such claims, and a dividend shall be paid only on the unpaid balance.

i. Whenever a creditor, whose claims against a bankrupt estate is secured by the individual undertaking of any person, fails to prove such claim, such person may do so in the creditor's name, and if he discharge such undertaking in whole or in part he shall be subrogated to that extent to the rights of the creditor.

j. Debts owing to the United States, a State, a county, a district, or a municipality as a penalty or forfeiture shall not be allowed, except for the amount of the pecuniary loss sustained by the act, transaction, or proceeding out of which the penalty or forfeiture arose, with reasonable and actual costs occasioned thereby and such interest as may have accrued thereon according to law.

k. Claims which have been allowed may be reconsidered for cause and reallocated or rejected in whole or in part, according to the equities of the case, before but not after the estate has been closed.

l. Whenever a claim shall have been reconsidered and rejected, in whole or in part, upon which a dividend has been paid, the trustee may recover from the creditor the amount of the dividend received upon the claim if rejected in whole, or the proportional part thereof if rejected only in part.

m. The claim of any estate which is being administered in bankruptcy against any like estate may be proved by the trustee and allowed by the court in the same manner and upon like terms as the claims of other creditors.

n. Claims shall not be proved against a bankrupt estate subsequent to one year after the adjudication; or if they are liquidated by litigation and the final judgment therein is rendered within thirty days before or after the expiration of such time, then within sixty days after the rendition of such judgment: Provided, that the right of infants and insane persons without guardians, without notice of the proceedings, may continue six months longer.

SEC. 58. NOTICES TO CREDITORS.— a. Creditors shall have at least ten days' notice by mail, to their respective addresses as they appear in the list of creditors of the bankrupt or as afterwards filed with the papers in the case by the creditors, unless they waive notice in writing, of (1) all examinations of the bankrupt; (2) all hearings upon application

for the confirmation of compositions or the discharge of bankrupts; (3) all meetings of creditors; (4) all proposed sales of property; (5) the declaration and time of payment of dividends; (6) the filing of the final accounts of the trustee, and the time when and place where they will be examined and passed upon; (7) the proposed compromise of any controversy, and (8) the proposed dismissal of the proceedings.

b. Notice to creditors of the first meeting shall be published at least once and may be published such number of additional times as the court may direct; the last publication shall be at least one week prior to the date fixed for the meeting. Other notices may be published as the court shall direct.

c. All notices shall be given by the referee, unless otherwise ordered by the judge.

SEC. 59. WHO MAY FILE AND DISMISS PETITIONS.—a. Any qualified person may file a petition to be adjudged a voluntary bankrupt.

b. Three or more creditors who have probable claims against any person which amount in the aggregate, in excess of the value of securities held by them, if any, to five hundred dollars or over; or if all of the creditors of such person are less than twelve in number, then one of such creditors whose claim equals such amount may file a petition to have him adjudged a bankrupt.

c. Petitions shall be filed in duplicate, one copy for the clerk and one for service on the bankrupt.

d. If it be averred in the petition that the creditors of the bankrupt are less than twelve in number, and less than three creditors have joined as petitioners therein, and the answer avers the existence of a larger number of creditors, there shall be filed with the answer a list under oath of all the creditors, with their addresses, and thereupon the court shall cause all such creditors to be notified of the pendency of such petition and shall delay the hearing upon such petition for a reasonable time, to the end that parties in interest shall have an opportunity to be heard; if upon such hearing it shall appear that a sufficient number have joined in such petition, or if prior to or during such hearing a sufficient number shall join therein, the case may be proceeded with, but otherwise it shall be dismissed.

e. In computing the number of creditors of a bankrupt for the purpose of determining how many creditors must join in the petition, such creditors as were employed by him at the time of the filing of the petition or are related to him by consanguinity or affinity within the third degree, as determined by the common law, and have not joined in the petition, shall not be counted.

f. Creditors other than original petitioners may at any time enter their appearance and join in the petition, or file an answer and be heard in opposition to the prayer of the petition.

g. Voluntary or involuntary petition shall not be dismissed by the petitioner or petitioners or for want of prosecution or by consent of parties until after notice to the creditors.

SEC. 60. PREFERRED CREDITORS.—a. A person shall be deemed to have given a preference if, being insolvent, he has procured or suffered a judgment to be entered against himself in favor of any person, or made a transfer of any of his property, and the effect of the enforcement of such judgment or transfer will be to enable any one of his creditors to obtain a greater percentage of his debt than any other of such creditors of the same class.

b. If a bankrupt shall have given a preference within four months before the filing of a petition, or after the filing of the petition and before the adjudication, and the person receiving it, or to be benefited thereby, or his agent acting therein, shall have had reasonable cause to believe that it was intended thereby to give a preference, it shall be voidable by the trustee, and he may recover the property or its value from such person.

e. If a creditor has been preferred, and afterwards in good faith gives the debtor further credit without security of any kind for property which becomes a part of the debtor's estates, the amount of such new credit remaining unpaid at the time of the adjudication in bankruptcy may be set off against the amount which would otherwise be recoverable from him.

d. If a debtor shall, directly or indirectly, in contemplation of the filing of a petition by or against him, pay money or transfer property to an attorney and counselor at law, solicitor in equity, or proctor in admiralty for services to be rendered, the transaction shall be re-examined by the court on petition of the trustee or any creditor and shall only be held valid to the extent of a reasonable amount to be determined by the court, and the excess may be recovered by the trustee for the benefit of the estate.

CHAPTER VII.

ESTATES.

SEC. 61. DEPOSITORIES FOR MONEY.—a. Courts of bankruptcy shall designate, by order, banking institutions as depositories for the money of bankrupt estates, as convenient as may be to the residences of trustees, and shall require bonds to the United States, subject to their approval, to be given by such banking institutions, and may from time to time as occasion may require, by like order increase the number of depositories or the amount of any bond or change such depositories.

SEC. 62. EXPENSES OF ADMINISTERING ESTATES.—a. The actual and necessary expenses incurred by officers in the administration of estates shall, except where other provisions are made for their payment, be reported in detail, under oath, and examined and approved or disapproved by the court. If approved, they shall be paid or allowed out of the estates in which they were incurred.

SEC. 63. DEBTS WHICH MAY BE PROVED.—a. Debts of the bankrupt may be proved and allowed against his estate which are (1) a fixed

liability, as evidenced by a judgment or an instrument in writing absolutely owing at the time of the filing of the petition against him, whether then payable or not, with any interest thereon which would have been recoverable at that date or with a rebate of interest upon such as were not then payable and did not bear interest; (2) due as costs taxable against an involuntary bankrupt who was at the time of the filing of the petition against him plaintiff in a cause of action which would pass to the trustee and which the trustee declines to prosecute after notice; (3) founded upon a claim for taxable costs incurred in good faith by a creditor before the filing of the petition in an action to recover a provable debt; (4) founded upon an open account, or upon a contract express or implied; and (5) founded upon provable debts reduced to judgments after the filing of the petition and before the consideration of the bankrupt's application for a discharge, less costs incurred and interests accrued after the filing of the petition and up to the time of the entry of such judgments.

b. Unliquidated claims against the bankrupt may, pursuant to application to the court, be liquidated in such manner as it shall direct, and may thereafter be proved and allowed against his estate.

SEC. 64. DEBTS WHICH HAVE PRIORITY.—a. The court shall order the trustee to pay all taxes legally due and owing by the bankrupt to the United States, State, county, district, or municipality in advance of the payment of dividends to creditors, and upon filing the receipts of the proper public officers for such payment he shall be credited with the amount thereof, and in case any question arises as to the amount or legality of any such tax the same shall be heard and determined by the court.

b. The debts to have priority, except as herein provided, and to be paid in full out of bankrupt estates, and the order of payment shall be (1) the actual and necessary cost of preserving the estate subsequent to filing the petition; (2) the filing fees paid by creditors in involuntary cases; (3) the cost of administration, including fees and mileage payable to witnesses as now or hereafter provided by the laws of the United States, and one reasonable attorney's fee, for the professional services actually rendered, irrespective of the number of attorneys employed, to the petitioning creditors in involuntary cases, to the bankrupt in involuntary cases while performing the duties herein prescribed, and to the bankrupt in voluntary cases, as the court may allow; (4) wages due to workmen, clerks, or servants which have been earned within three months before the date of the commencement of proceedings, not to exceed three hundred dollars to each claimant; and (5) debts owing to any person who by the laws of the States or the United States is entitled to priority.

c. In the event of the confirmation of a composition being set aside, or a discharge revoked, the property acquired by the bankrupt in addition to his estate at the time the composition was confirmed or the adjudication was made shall be applied to the payment in full of the

claims of creditors for property sold to him on credit, in good faith, while such composition or discharge was in force, and the residue, if any, shall be applied to the payment of the debts which were owing at the time of the adjudication.

SEC. 65. DECLARATION AND PAYMENT OF DIVIDENDS.— a. Dividends of an equal per centum shall be declared and paid on all allowed claims, except such as have priority or are secured.

b. The first dividend shall be declared within thirty days after the adjudication, if the money of the estate in excess of the amount necessary to pay debts which have priority and such claims as have not been, but probably will be, allowed equals five per centum or more of such allowed claims. Dividends subsequent to the first shall be declared upon like terms as the first and as often as the amount shall equal ten per centum or more and upon closing the estate. Dividends may be declared oftener and in smaller proportions if the judge shall so order.

e. The rights of creditors who have received dividends, or in whose favor final dividends have been declared shall not be affected by the proof and allowance of claims subsequent to the date of such payment or declarations of dividends; but the creditors proving and securing the allowance of such claims shall be paid dividends equal in amount to those already received by the other creditors if the estate equal so much before such other creditors are paid any further dividends.

d. Whenever a person shall have been adjudged a bankrupt by a court without the United States and also by a court of bankruptcy, creditors residing within the United States shall first be paid a dividend equal to that received in the court without the United States by other creditors before creditors who have received a dividend in such courts shall be paid any amounts.

e. A claimant shall not be entitled to collect from a bankrupt estate any greater amount than shall accrue pursuant to the provisions of this act.

SEC. 66. UNCLAIMED DIVIDENDS.— a. Dividends which remain unclaimed for six months after the final dividend has been declared shall be paid by the trustee into court.

b. Dividends remaining unclaimed for one year shall, under the direction of the court, be distributed to the creditors whose claims have been allowed but not paid in full, and after such claims have been paid in full the balance shall be paid to the bankrupt: Provided, that in case unclaimed dividends belong to minors such minors may have one year after arriving at majority to claim such dividends.

SEC. 67. LIENS.— a. Claims which for want of record or for other reasons would not have been valid liens as against the claims of the creditors of the bankrupt shall not be liens against his estate.

b. Whenever a creditor is prevented from enforcing his rights as against a lien created, or attempted to be created, by his debtor, who afterwards becomes a bankrupt, the trustee of the estate of such bankrupt shall be subrogated to and may enforce such rights of such creditor for the benefit of the estate.

e. A lien created by or obtained in or pursuant to any suit or proceeding at law or in equity, including an attachment upon mesne process or a judgment by confession, which was begun against a person within four months before the filing of a petition in bankruptcy by or against such person shall be dissolved by the adjudication of such person to be a bankrupt if (1) it appears that said lien was obtained and permitted while the defendant was insolvent and that its existence and enforcement will work a preference, or (2) the party or parties to be benefited thereby had reasonable cause to believe the defendant was insolvent and in contemplation of bankruptcy, or (3) that such lien was sought and permitted in fraud of the provisions of this act; or if the dissolution of such lien would militate against the best interests of the estate of such person the same shall not be dissolved, but the trustee of the estate of such person, for the benefit of the estate, shall be subrogated to the rights of the holder of such lien and empowered to perfect and enforce the same in his name as trustee with like force and effect as such holder might have done had not bankruptcy proceedings intervened.

d. Liens given or accepted in good faith and not in contemplation of or in fraud upon this act, and for a present consideration, which have been recorded according to law, if record thereof was necessary in order to impart notice, shall not be affected by this act.

e. That all conveyances, transfers, assignments, or incumbrances of his property, or any part thereof, made or given by a person adjudged a bankrupt under the provisions of this act subsequent to the passage of this act and within four months prior to the filing of the petition, with the intent and purpose on his part to hinder, delay, or defraud his creditors, or any of them, shall be null and void as against the creditors of such debtor, except as to purchasers in good faith and for a present fair consideration; and all property of the debtor conveyed, transferred, assigned, or incumbered as aforesaid shall, if he be adjudged a bankrupt, and the same is not exempt from execution and liability for debts by the law of his domicile, be and remain a part of the assets and estate of the bankrupt and shall pass to his said trustee, whose duty it shall be to recover and reclaim the same by legal proceedings or otherwise for the benefit of the creditors. And all conveyances, transfers, or incumbrances of his property made by a debtor at any time within four months prior to the filing of the petition against him, and while insolvent, which are held null and void as against the creditors of such debtor by the laws of the State, Territory, or district in which such property is situated, shall be deemed null and void under this act against the creditors of such debtor if he be adjudged a bankrupt, and such property shall pass to the assignee and be by him reclaimed and recovered for the benefit of the creditors of the bankrupt.

f. That all levies, judgments, attachments, or other liens, obtained through legal proceedings against a person who is insolvent, at any time

within four months prior to the filing of a petition in bankruptcy against him, shall be deemed null and void in case he is adjudged a bankrupt, and the property affected by the levy, judgment, attachment, or other lien shall be deemed wholly discharged and released from the same, and shall pass to the trustee as a part of the estate of the bankrupt, unless the court shall, on due notice, order that the right under such levy, judgment, attachment, or other lien shall be preserved for the benefit of the estate; and thereupon the same may pass to and shall be preserved by the trustee for the benefit of the estate as aforesaid. And the court may order such conveyance as shall be necessary to carry the purposes of this section into effect: Provided, that nothing herein contained shall have the effect to destroy or impair the title herein obtained by such levy, judgment, attachment, or other lien, of a bona fide purchaser for value who shall have acquired the same without notice or reasonable cause for inquiry.

SEC. 68. SET-OFFS AND COUNTERCLAIMS.—a. In all cases of mutual debts or mutual credits between the estate of a bankrupt and a creditor the account shall be stated and one debt shall be set off against the other, and the balance only shall be allowed or paid.

b. A set-off or counterclaim shall not be allowed in favor of any debtor of the bankrupt which (1) is not provable against the estate; or (2) was purchased by or transferred to him after the filing of the petition, or within four months before such filing, with a view to such use and with knowledge or notice that such bankrupt was insolvent, or had committed an act of bankruptcy.

SEC. 69. POSSESSION OF PROPERTY.—a. A judge may, upon satisfactory proof, by affidavit, that a bankrupt against whom an involuntary petition has been filed and is pending has committed an act of bankruptcy, or has neglected or is neglecting, or is about to so neglect his property that it has thereby deteriorated or is thereby deteriorating or is about thereby to deteriorate in value, issue a warrant to the marshal to seize and hold it subject to further orders. Before such warrant is issued the petitioners applying therefor shall enter into a bond in such an amount as the judge shall fix, with such sureties as he shall approve, conditioned to indemnify such bankrupt for such damages as he shall sustain in the event such seizure shall prove to have been wrongfully obtained. Such property shall be released, if such bankrupt shall give bond in a sum which shall be fixed by the judge, with such sureties as he shall approve, conditioned to turn over such property, or pay the value thereof in money to the trustee, in the event he is adjudged a bankrupt pursuant to such petition.

SEC. 70. TITLE TO PROPERTY.—a. The trustee of the estate of a bankrupt, upon his appointment and qualification, and his successor or successors, if he shall have one or more, upon his or their appointment and qualification, shall in turn be vested by operation of law with the title of the bankrupt, as of the date he was adjudged a bankrupt, except

in so far as it is to property which is exempt, to all (1) documents relating to his property; (2) interests in patents, patent rights, copyrights, and trade marks; (3) powers which he might have exercised for his own benefit, but not those which he might have exercised for some other person; (4) property transferred by him in fraud of his creditors; (5) property which prior to the filing of the petition he could by any means have transferred or which might have been levied upon and sold under judicial process against him: Provided, that when any bankrupt shall have any insurance policy which has a cash surrender value payable to himself, his estate, or personal representatives, he may, within thirty days after the cash surrender value has been ascertained and stated to the trustee by the company issuing the same, pay or secure to the trustee the sum so ascertained and stated, and continue to hold, own, and carry such policy free from the claims of the creditors participating in the distribution of his estate under the bankruptcy proceedings, otherwise the policy shall pass to the trustee as assets; and (6) rights of action arising upon contracts or from the unlawful taking or detention of, or injury to, his property.

b. All real and personal property belonging to bankrupt estates shall be appraised by three disinterested appraisers; they shall be appointed by, and report to, the court. Real and personal property shall, when practicable, be sold subject to the approval of the court; it shall not be sold otherwise than subject to the approval of the court for less than seventy-five per centum of its appraised value.

c. The title to property of a bankrupt estate which has been sold, as herein provided, shall be conveyed to the purchaser by the trustee.

d. Whenever a composition shall be set aside, or discharge revoked, the trustee shall, upon his appointment and qualification, be vested as herein provided with the title to all of the property of the bankrupt as of the date of the final decree setting aside the composition or revoking the discharge.

e. The trustee may avoid any transfer by the bankrupt of his property which any creditor of such bankrupt might have avoided, and may recover the property so transferred, or its value, from the person to whom it was transferred, unless he was a bona fide holder for value prior to the date of the adjudication. Such property may be recovered or its value collected from whoever may have received it, except a bona fide holder for value.

f. Upon the confirmation of a composition offered by a bankrupt, the title to his property shall thereupon revert in him.

THE TIME WHEN THIS ACT SHALL GO INTO EFFECT.

a. This act shall go into full force and effect upon its passage: Provided, however, that no petition for voluntary bankruptcy shall be filed within one month of the passage thereof, and no petition for involuntary bankruptcy shall be filed within four months of the passage thereof.

b. Proceedings commenced under the State insolvency laws before the passage of this act shall not be affected by it.

Approved July 1, 1898.

[PUBLIC — No. 62.]

An Act to amend an Act entitled "An Act to establish a uniform system of bankruptcy throughout the United States," approved July first, eighteen hundred and ninety-eight.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress Assembled, That clause five of section two of said act be, and the same is hereby, amended so as to read as follows:

"(5) Authorize the business of bankrupts to be conducted for limited periods by receivers, the marshals, or trustees, if necessary in the best interests of the estates, and allow such officers additional compensation for such services, but not at a greater rate than in this act allowed trustees for similar services."

SEC. 2. That clause four, subdivision a, of section three of said act, be, and the same is hereby, amended so as to read as follows:

"or (4) made a general assignment for the benefit of his creditors, or, being insolvent, applied for a receiver or trustee for his property, or because of insolvency a receiver or trustee has been put in charge of his property under the laws of a State, of a Territory, or of the United States."

SEC. 3. That subdivision b of section four of said act be, and the same is hereby, amended so as to read as follows:

"b. Any natural person, except a wage-earner, or a person engaged chiefly in farming or the tillage of the soil, any unincorporated company, and any corporation engaged principally in manufacturing, trading, printing, publishing, mining, or mercantile pursuits, owing debts to the amount of one thousand dollars or over, may be adjudged an involuntary bankrupt upon default of an impartial trial, and shall be subject to the provisions and entitled to the benefits of this act. Private bankers, but not national banks or banks incorporated under State or Territorial laws, may be adjudged involuntary bankrupts.

"The bankruptcy of a corporation shall not release its officers, directors, or stockholders, as such, from any liability under the laws of a State or Territory or of the United States."

SEC. 4. That subdivision b of section fourteen of said act be, and the same is hereby, amended so as to read as follows:

"b. The judge shall hear the application for a discharge, and such proofs and pleas as may be made in opposition thereto by parties in interest, at such time as will give parties in interest a reasonable opportunity to be fully heard, and investigate the merits of the application and discharge the applicant unless he has (1) committed an offense punishable by imprisonment as herein provided; or (2) with intent to

conceal his financial condition, destroyed, concealed, or failed to keep books of account or records from which such condition might be ascertained; or (3) obtained property on credit from any person upon a materially false statement in writing made to such person for the purpose of obtaining such property on credit; or (4) at any time subsequent to the first day of the four months immediately preceding the filing of the petition transferred, removed, destroyed, or concealed, or permitted to be removed, destroyed, or concealed any of his property with intent to hinder, delay, or defraud his creditors; or (5) in voluntary proceedings been granted a discharge in bankruptcy within six years; or (6) in the course of the proceedings in bankruptcy refused to obey any lawful order of or to answer any material question approved by the court."

SEC. 5. That section seventeen of said act be, and the same is hereby, amended so as to read as follows:

"SEC. 17. DEBTS NOT AFFECTED BY A DISCHARGE.— a. A discharge in bankruptcy shall release a bankrupt from all of his provable debts, except such as (1) are due as a tax levied by the United States, the State, county, district, or municipality in which he resides; (2) are liabilities for obtaining property by false pretenses or false representations, or for willful and malicious injuries to the person or property of another, or for alimony due or to become due, or for maintenance or support of wife or child, or for seduction of an unmarried female, or for criminal conversation; (3) have not been duly scheduled in time for proof and allowance, with the name of the creditor if known to the bankrupt, unless such creditor had notice or actual knowledge of the proceedings in bankruptcy; or (4) were created by his fraud, embezzlement, misappropriation, or defalcation while acting as an officer in any fiduciary capacity."

SEC. 6. That subdivisions a and b of section eighteen of said act be, and the same are hereby, amended so as to read as follows:

"a. Upon the filing of a petition for involuntary bankruptcy, service thereof, with a writ of subpoena, shall be made upon the person therein named as defendant in the same manner that service of such process is now had upon the commencement of a suit in equity in the courts of the United States, except that it shall be returnable within fifteen days, unless the judge shall for cause fix a longer time; but in case personal service cannot be made, then notice shall be given by publication in the same manner and for the same time as provided by law for notice by publication in suits to enforce a legal or equitable lien in courts of the United States, except that, unless the judge shall otherwise direct, the order shall be published not more than once a week for two consecutive weeks, and the return day shall be ten days after the last publication unless the judge shall for cause fix a longer time."

"b. The bankrupt, or any creditor, may appear and plead to the

petition within five days after the return day, or within such further time as the court may allow."

SEC. 7. That subdivision a of section twenty-one of said act be, and the same is hereby, amended so as to read as follows:

"a. A court of bankruptcy may, upon application of any officer, bankrupt, or creditor, by order require any designated person, including the bankrupt and his wife, to appear in court or before a referee or the judge of any State court, to be examined concerning the acts, conduct, or property of a bankrupt whose estate is in process of administration under this act: Provided, that the wife may be examined only touching business transacted by her or to which she is a party, and to determine the fact whether she has transacted or been a party to any business of the bankrupt."

SEC. 8. That subdivision b of section twenty-three of said act be, and the same is hereby, amended so as to read as follows:

"b. Suits by the trustee shall only be brought or prosecuted in the courts where the bankrupt, whose estate is being administered by such trustee, might have brought or prosecuted them if proceedings in bankruptcy had not been instituted, unless by consent of the proposed defendant, except suits for the recovery of property under section sixty, subdivision b, and section sixty-seven, subdivision e."

SEC. 9. That subdivision a of section forty of said act be, and the same is hereby, amended so as to read as follows:

"a. Referees shall receive as full compensation for their services, payable after they are rendered, a fee of fifteen dollars deposited with the clerk at the time the petition is filed in each case, except when a fee is not required from a voluntary bankrupt, and twenty-five cents for every proof of claim filed for allowance, to be paid from the estate, if any, as a part of the cost of administration, and from estates which have been administered before them one per centum commissions on all moneys disbursed to creditors by the trustee, or one-half of one per centum on the amount to be paid to creditors upon the confirmation of a composition."

SEC. 10. That section forty-seven is hereby amended by adding thereto the following subdivision:

"e. The trustee shall, within thirty days after the adjudication, file a certified copy of the decree of adjudication in the office where conveyances of real estate are recorded in every county where the bankrupt owns real estate not exempt from execution, and pay the fee for such filing, and he shall receive a compensation of fifty cents for each copy so filed, which, together with the filing fee, shall be paid out of the estate of the bankrupt as a part of the cost and disbursements of the proceedings."

SEC. 11. That subdivision a of section forty-eight of said act be, and the same is hereby, amended so as to read as follows:

"a. Trustees shall receive for their services, payable after they are rendered, a fee of five dollars deposited with the clerk at the time the

petition is filed in each case, except when a fee is not required from a voluntary bankrupt, and from estates which they have administered such commissions on all moneys disbursed by them as may be allowed by the courts, not to exceed six per centum on the first five hundred dollars or less, four per centum on moneys in excess of five hundred dollars and less than fifteen hundred dollars, two per centum on moneys in excess of fifteen hundred dollars and less than ten thousand dollars, and one per centum on moneys in excess of ten thousand dollars. And in case of the confirmation of a composition after the trustee has qualified the court may allow him, as compensation, not to exceed one-half of one per centum of the amount to be paid the creditors on such composition."

SEC. 12. That subdivision g of section fifty-seven of said act be, and the same is hereby, amended so as to read as follows:

"g. The claims of creditors who have received preferences, voidable under section sixty, subdivision b, or to whom conveyances, transfers, assignments or incumbrances, void or voidable under section sixty-seven, subdivision e, have been made or given, shall not be allowed unless such creditors shall surrender such preferences, conveyances, transfers, assignments, or incumbrances."

SEC. 13. That subdivisions a and b of section sixty of said act be, and the same are hereby, amended so as to read as follows:

"a. A person shall be deemed to have given a preference if, being insolvent, he has, within four months before the filing of the petition, or after the filing of the petition and before the adjudication, procured or suffered a judgment to be entered against himself in favor of any person, or made a transfer of any of his property, and the effect of the enforcement of such judgment or transfer will be to enable any one of his creditors to obtain a greater percentage of his debt than any other of such creditors of the same class. Where the preference consists in a transfer, such period of four months shall not expire until four months after the date of the recording or registering of the transfer, if by law such reording or registering is required."

"b. If a bankrupt shall have given a preference, and the person receiving it, or to be benefited thereby, or his agent acting therein, shall have had reasonable cause to believe that it was intended thereby to give a preference, it shall be voidable by the trustee, and he may recover the property or its value from such person. And, for the purpose of such recovery, any court of bankruptcy, as hereinbefore defined, and any State court which would have had jurisdiction if bankruptcy had not intervened, shall have concurrent jurisdiction."

SEC. 14. That clause two of subdivision b of section sixty-four of said act be, and the same is hereby, amended so as to read as follows:

"(2) The filing fees paid by creditors in involuntary cases, and, where property of the bankrupt, transferred or concealed by him either before or after the filing of the petition, shall have been recovered for the benefit of the estate of the bankrupt by the efforts and at the expense of one or more creditors, the reasonable expenses of such property."

SEC. 15. That subdivision b of section sixty-five be, and the same is hereby, amended so as to read as follows:

“The first dividend shall be declared within thirty days after the adjudication, if the money of the estate in excess of the amount necessary to pay the debts which have priority and such claims as have not been, but probably will be, allowed equals five per centum or more of such allowed claims. Dividends subsequent to the first shall be declared upon like terms as the first and as often as the amount shall equal ten per centum or more and upon closing the estate. Dividends may be declared oftener and in smaller proportions if the judge shall so order: Provided, that the first dividend shall not include more than fifty per centum of the money of the estate in excess of the amount necessary to pay the debts which have priority and such claims as probably will be allowed: And provided further, that the final dividend shall not be declared within three months after the first dividend shall be declared.”

SEC. 16. That subdivision e of section sixty-seven and subdivision e of section seventy of said act be, and the same are hereby, amended by adding at the end of each such subdivision the words:

“For the purpose of such recovery any court of bankruptcy as hereinbefore defined, and any State court which would have had jurisdiction if bankruptcy had not intervened, shall have concurrent jurisdiction.”

SEC. 17. That said act is also amended by adding thereto a new section, section seventy-one, to read as follows:

“SEC. 71. That the clerks of the several district courts of the United States shall prepare and keep in their respective offices complete and convenient indexes of all petitions and discharges in bankruptcy heretofore or hereafter filed in the said courts, and shall, when requested so to do, issue certificates of search certifying as to whether or not any such petitions or discharges have been filed: and said clerks shall be entitled to receive for such certificates the same fees as now allowed by law for certificates as to judgments in said courts: Provided, that said bankruptcy indexes and dockets shall at all times be open to inspection and examination by all persons or corporations without any fee or charge therefor.”

SEC. 18. That said act is also amended by adding thereto a new section, as follows:

“SEC. 72. That neither the referee nor the trustee shall in any form or guise receive, nor shall the court allow them, any other or further compensation for their services than that expressly authorized and prescribed in this act.”

SEC. 19. That the provisions of this amendatory act shall not apply to bankruptcy cases pending when this act takes effect, but such cases shall be adjudicated and disposed of conformably to the provisions of the said act of July first, eighteen hundred and ninety-eight.

Approved February 5, 1903.

FORMS IN BANKRUPTCY.

(N. B.—Oaths required by the act, except upon hearings in court, may be administered by referees and by officers authorized to administer oaths in proceedings before the courts of the United States, or under the laws of the State where the same are to be taken. Bankrupt Act of 1898, chap. 4, sec. 20.)

No. 751 1-2.

DEBTOR'S PETITION.

(Form No. 1.)

To the Honorable, Judge of the District Court of the United States for the District of

The petition of of, in the county of, and district and State of,¹ respectfully represents:

That he has² for the greater portion of six months next immediately preceding the filing of this petition at, within said judicial district; that he owes debts which he is unable to pay in full; that he is willing to surrender all his property for the benefit of his creditors except such as is exempt by law, and desires to obtain the benefit of the acts of Congress relating to bankruptcy.

That the schedule hereto annexed, marked A, and verified by your petitioner's oath, contains a full and true statement of all his debts, and (so far as it is possible to ascertain) the names and places of residence of his creditors, and such further statements concerning said debts as are required by the provisions of said acts.

That the schedule hereto annexed, marked B, and verified by your petitioner's oath, contains an accurate inventory of all his property, both real and personal, and such further statements concerning said property as are required by the provisions of said acts.

Wherefore your petitioner prays that he may be adjudged by the court to be a bankrupt within the purview of said acts.

.....

....., Attorney.

United States of America,, District of, ss.:

I,, the petitioning debtor mentioned and described in the foregoing petition, do hereby make solemn oath that the statements contained therein are true according to the best of my knowledge, information, and belief.

....., Petitioner.

Subscribed and sworn to before me, this ... day of, A. D. 19..

.....
.....

¹ State occupation.

² Had his principal place of business or has resided, or has had his domicile.

SCHEDULE "A."—STATEMENT OF ALL DEBTS OF BANKRUPT.

SCHEDULE "A." (1) Statement of all creditors who are to be paid in full, or to whom priority is secured by law.

Claims which have priority	Reference to ledger or voucher	Names of creditors	Residence (if unknown, that fact must be stated)	Where and when contracted	Nature and consideration of the debt, and whether contracted as partner or joint contractor; and if so, with whom	Amount	
						Dol.	Cts.
(1) Taxes and debts due and owing to the United States							
(2) Taxes due and owing to the State of or to any county, district, or municipality thereof.							
(3) Wages due workmen, clerks, or servants, to any amount not exceeding \$300 each, earned within three months before filing the petition.							
(4) Other debts having priority by law.							
Total.							

., Petitioner.

OATH TO SCHEDULE "A."

United States of America, District of, ss.:

On this day of, A. D. 19.., before me personally came, the person mentioned in and who subscribed to the foregoing schedule, and who, being by me first duly sworn, did declare the said schedule to be a statement of all his debts, in accordance with the acts of Congress relating to bankruptcy.

.....

Subscribed and sworn to before me, this ... day of, A. D. 19..

.....

.....

SCHEDULE "B." (2)

Personal property	Amount	
	\$	c.
a.—Cash on hand.....		
b.—Bills of exchange, promissory notes, or securities of any description (each to be set out separately).....		
c.—Stock in trade in..... business of..... of the value of.....		
d.—Household goods and furniture, household stores, wearing apparel and ornaments of the person, viz.....		
e.—Books, prints, and pictures, viz.....		
f.—Horses, cows, sheep, and other animals (with number of each), viz.....		
g.—Carriages and other vehicles, viz.....		
h.—Farming stock and implements of husbandry, viz.....		
i.—Shipping, and shares in vessels, viz.....		
k.—Machinery, fixtures, apparatus, and tools used in business, with the place where each is situated, viz.....		
l.—Patents, copyrights, and trade marks, viz.....		
m.—Goods or personal property of any other description, with the place where each is situated, viz.....		
Total.....		

....., Petitioner.

SCHEDULE "B." (3)

Choses in action	\$	c.
a.—Debts due petitioner on open account.....		
.....		
.....		
b.—Stocks in incorporated companies, interest in joint-stock companies, and negotiable bonds.....		
.....		
.....		
c.—Policies of insurance.....		
.....		
.....		
d.—Unliquidated claims of every nature, with their estimated value.....		
.....		
e.—Deposits of money in banking institutions and elsewhere.....		
.....		
.....		
Total.....		

....., Petitioner.

SCHEDULE "B." (4) Property in reversion, remainder, or expectancy, including property held in trust for the debtor or subject to any power or right to dispose of or to charge.

[N. B.—A particular description of each interest must be entered. If all or any of the debtor's property has been conveyed by deed of assignment, or otherwise, for the benefit of creditors, the date of such deed should be stated, the name and address of the person to whom the property was conveyed, the amount realized from the proceeds thereof, and the disposal of the same, as far as known to the debtor.]

General interest	Particular description	Supposed value of my interest.	
		\$	c.
Interest in land.....			
Personal property.....			
Property in money, stocks, shares, bonds, annuities, etc.			
Rights and powers, legacies and bequests.....			
PROPERTY HERETOFORE CONVEYED FOR BENEFIT OF CREDITORS	TOTAL.....		
What portion of debtor's property has been conveyed by deed of assignment, or otherwise, for benefit of creditors; date of such deed, name, and address of party to whom conveyed; amount realized therefrom, and disposal of same, so far as known to debtor.....		Amount realized from proceeds of property conveyed	\$ c.
What sum or sums have been paid to counsel, and to whom, for services rendered or to be rendered in this bankruptcy.....			
Total.....			

..... Petitioner.

SCHEDULE "B." (6) Books, papers, deeds, and writings relating to bankrupt's business and estate.

The following is a true list of all books, papers, deeds, and writings relating to my trade, business, dealings, estate, and effects, or any part thereof, which, at the date of this petition, are in my possession or under my custody and control, or which are in the possession or custody of any person in trust for me, or for my use, benefit, or advantage; and also of all others which have been heretofore, at any time, in my possession, or under my custody or control, and which are now held by the parties whose names are hereinafter set forth, with the reason for their custody of the same.

Books.....
.....
.....
.....
.....
.....
Deeds.....
.....
.....
.....
.....
Papers.....
.....
.....
.....
.....

....., Petitioner

OATH TO SCHEDULE "B."

United States of America, District of ss.:

On this day of, A. D. 19.., before me personally came, the person mentioned in and who subscribed to the foregoing schedule, and who, being by me first duly sworn, did declare the said schedule to be a statement of all his estate, both real and personal, in accordance with the acts of Congress relating to bankruptcy.

.....

Subscribed and sworn to before me, this ... day of A. D. 19..

.....

.....

SUMMARY OF DEBTS AND ASSETS.

[From the statements of the bankrupt in Schedules "A" and "B."]

Schedule A.....	1 (1)	Taxes and debts due United States. . .			
Schedule A.....	1 (2)	Taxes due States, counties, districts, and municipalities.			
Schedule A.....	1 (3)	Wages.			
Schedule A.....	1 (4)	Other debts preferred by law.			
Schedule A.....	2	Secured claims.			
Schedule A.....	3	Unsecured claims.			
Schedule A.....	4	Notes and bills which ought to be paid by other parties thereto.			
Schedule A.....	5	Accommodation paper.			
		Schedule A, total.			
Schedule B.....	1	Real estate.			
Schedule B.....	2-a	Cash on hand.			
Schedule B.....	2-b	Bills, promissory notes, and securities.			
Schedule B.....	2-c	Stock in trade.			
Schedule B.....	2-d	Household goods, etc.			
Schedule B.....	2-e	Books, prints, and pictures.			
Schedule B.....	2-f	Horses, cows, and other animals.			
Schedule B.....	2-g	Carriages and other vehicles.			
Schedule B.....	2-h	Farming stock and implements.			
Schedule B.....	2-i	Shipping and shares in vessels.			
Schedule B.....	2-k	Machinery, tools, etc.			
Schedule B.....	2-l	Patents, copyrights and trade marks.			
Schedule B.....	2-m	Other personal property.			
Schedule B.....	3-a	Debts due on open accounts.			
Schedule B.....	3-b	Stocks, negotiable bonds, etc.			
Schedule B.....	3-c	Policies of insurance.			
Schedule B.....	3-d	Unliquidated claims.			
Schedule B.....	3-e	Deposits of money in banks and else- where.			
Schedule B.....	4	Property in reversion, remainder, trust, etc.			
Schedule B.....	5	Property claimed to be exempted.			
Schedule B.....	6	Books, deeds, and papers.			
		Schedule B, total.			

No. 751 3-4.

PARTNERSHIP PETITION.

(Form No. 2.)

To the Honorable, Judge of the District Court of the United States for the District of Texas:

The petition of respectfully represents:

That your petitioners and have been partners under the firm name of &, having their principal place of business at, in the county of, and district and State of Texas, for the greater portion of the six months next immediately preceding the filing of this petition: that the said partners owe debts which they are unable to pay in full; that your petitioners are willing to surrender all their property for the benefit of their creditors except such as is exempt by law, and desire to obtain the benefit of the acts of Congress relating to bankruptcy.

That the schedule hereto annexed, marked A, and verified by oath., contains a full and true statement of all the debts of said partners, and, as far as possible, the names and places of residence of their creditors, and such further statements concerning said debts as are required by the provisions of said acts.

That the schedule hereto annexed, marked B, verified by oath., contains an accurate inventory of all the property, real and personal, of said partners, and such further statements concerning said property as are required by the provisions of said acts.

And said further states that the schedule hereto annexed, marked C, verified by his oath, contains a full and true statement of all his individual debts, and, as far as possible, the names and places of residence of his creditors, and such further statements concerning said debts as are required by the provisions of said acts; and that the schedule hereto annexed, marked D, verified by his oath, contains an accurate inventory of all his individual property, real and personal, and such further statements concerning said property as are required by the provisions of said acts.

And said further states that the schedule hereto annexed, marked E, verified by his oath, contains a full and true statement of all his individual debts, and, as far as possible, the names and places of residence of his creditors, and such further statements concerning said debts as are required by the provisions of said acts; and that the schedule hereto annexed, marked F, verified by his oath, contains an accurate inventory of all his individual property, real and personal, and such further statements concerning said property as are required by the provisions of said acts.

And said further states that the schedule hereto annexed, marked G, verified by his oath, contains a full and true statement of all his individual debts, and, as far as possible, the names and places

of residence of his creditors, and such further statements concerning said debts as are required by the provisions of said acts; and that the schedule hereto annexed, marked H, verified by his oath, contains an accurate inventory of all his individual property, real and personal, and such further statements concerning said property as are required by the provisions of said acts.

And said further states that the schedule hereto annexed, marked J, verified by his oath, contains a full and true statement of all his individual debts, and, as far as possible, the names and places of residence of his creditors, and such further statements concerning said debts as are required by the provisions of said act; and that the schedule hereto annexed, marked K, verified by his oath, contains an accurate inventory of all his individual property, real and personal, and such further statements concerning said property as are required by the provisions of said acts.

Wherefore your petitioners pray that the said firm may be adjudged by a decree of the court to be bankrupts within the purview of said acts.

.....
.....
.....

Petitioners.

....., Attorney.

..... and, the petitioning debtors mentioned and described in the foregoing petition, do hereby make solemn oath that the statements contained therein are true according to the best of their knowledge, information and belief.

.....
.....
.....

Petitioners.

Subscribed and sworn to before me, this day of, A. D. 19..

(Seal.)

.....
(Official character.)

[Schedules to be annexed corresponding with schedules under Form No. 751½.]

No. 752.

CREDITORS' PETITION.

(Form No. 3.)

To the Honorable, Judge of the District Court of the United States for the District of Texas, at

The petition of, of, and, of, and (a corporation), of, respectfully shows:

That, of, has for the greater portion of six months next preceding the date of filing this petition, had his principal place of business (or resided, or had his domicile) at, in the county of and State and district aforesaid, and owes debts to the amount of \$.....

That your petitioners are creditors of said, having probable claims amounting in the aggregate, in excess of securities held by them, to the sum of \$500. That the nature and amount of your petitioner's claims are as follows (here state the amount and nature of each petitioner's claim).

And your petitioners further represent that said is insolvent, and that within four months next preceding the date of this petition the said committed an act of bankruptcy, in that he did heretofore, to wit, on the ... day of, A. D. 19.., while insolvent (here state the act of bankruptcy complained of).

Wherefore your petitioners pray that service of this petition, with a subpoena, may be made upon, as provided in the acts of Congress relating to bankruptcy, and that he may be adjudged by the court to be a bankrupt within the purview of said acts.

.....
.....
.....

Petitioners.

....., Attorney.

United States of America, District of ss.:

..... and, being three of the petitioners above named, do hereby make solemn oath that the statements contained in the foregoing petition, subscribed by them, are true.

Before me, this ... day of, A. D. 19..

(Seal.)

.....

(Official character.)

[Schedules to be annexed corresponding with schedules under Form No. 751½.]

No. 753.

ORDER TO SHOW CAUSE UPON CREDITORS' PETITION.

(Form No. 4.)

In the District Court of the United States for the District of Texas. In the Matter of, in Bankruptcy.

Upon consideration of the petition of that be declared a bankrupt, it is ordered that the said do appear at this court, as a court of bankruptcy, to be holden at, in the district aforesaid, on the day of, A. D. 19.., at ... o'clock in the ...noon, and show cause, if any there be, why the prayer of said petition should not be granted; and

It is further ordered that a copy of said petition, together with a writ of subpoena, be served on said, by delivering the same to him personally or by leaving the same at his usual place of abode in said district, at least five days before the aforesaid.

Witness the Honorable, judge of the said court, and the seal thereof, at, in said district, on the day of, A. D. 19 ..

(Seal of the Court.)

..... Clerk.

No. 754.

SUBPŒNA TO ALLEGED BANKRUPT.

(Form No. 5.)

United States of America, District of Texas. To in said District — Greeting:

For certain causes offered before the District Court of the United States of America within and for the District of Texas, as a court of bankruptcy, we command and strictly enjoin you, laying all other matters aside and notwithstanding any excuse, that you personally appear before our said District Court to be holden at, in said district, on the day of, A. D. 19 .., to answer to a petition filed by in our said court, praying that you may be adjudged a bankrupt; and to do further and receive that which our said District Court shall consider in this behalf. And this you are in nowise to omit, under the pains and penalties of what may befall thereon.

Witness the Honorable, judge of said court, and the seal thereof, at, this day of, A. D. 19 ..

(Seal of the Court.)

..... Clerk.

No. 755.

DENIAL OF BANKRUPT.

(Form No. 6.)

In the District Court of the United States for the District of Texas, at

In the Matter of In Bankruptcy. At, in said district, on the day of A. D. 19 ..

And now the said appears, and denies that he has committed the act of bankruptcy set forth in said petition, or that he is insolvent, and avers that he should not be declared bankrupt for any cause in said petition alleged; and this he prays may be inquired of by the court (or he demands that the same may be inquired of by a jury).

Subscribed and sworn to before me, this day of, A. D. 19 ..
(Seal.)

.....
(Official character.)

No. 756.

ORDER FOR JURY TRIAL.

(Form No. 7.)

In the District Court of the United States for the District of Texas.

In the Matter of In Bankruptcy. At, in said district, on the day of, A. D. 19 ..

Upon the demand in writing filed by, alleged to be a bankrupt, that the fact of the commission by him of an act of bankruptcy, and the fact of his insolvency, may be inquired of by a jury, it is ordered that said issue be submitted to a jury.

(Seal of the Court.) Clerk.

No. 757.

SPECIAL WARRANT TO MARSHAL.

(Form No. 8.)

In the District Court of the United States for the District of Texas. In the Matter of in Bankruptcy.

To the Marshal of said District or to either of his Deputies—Greeting:

Whereas a petition for adjudication of bankruptcy was, on the day of, A. D. 19 .., filed against, of the county of

..... and State of Texas, in said district, and said petition is still pending; and whereas it satisfactorily appears that said has committed an act of bankruptcy (or has neglected or is neglecting, or is about to so neglect his property that it has thereby deteriorated, or is thereby deteriorating, or is about thereby to deteriorate in value), you are therefore authorized and required to seize and take possession of all the estate, real and personal, of said, and of all his deeds, books of account and papers, and to hold and keep the same safely subject to the further order of the court.

Witness the Honorable, judge of the said court, and the seal thereof, at, in said district, on the day of, A. D. 19..

(Seal of the Court.)

....., Clerk.

RETURN BY MARSHAL THEREON.

By virtue of the within warrant I have taken possession of the estate of the within named, and of all his deeds, books of account and papers which have come to my knowledge.

.....
 Marshal (or Deputy Marshal).

No. 758.

BOND OF PETITIONING CREDITOR.

(Form No. 9.)

Know all men by these presents, that we,, as principal, and and, as sureties, are held and firmly bound unto, in the full and just sum of dollars, to be paid to the said, his executors, administrators or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents.

Signed and sealed this day of, A. D. 19..

The condition of this obligation is such, that whereas a petition in bankruptcy has been filed in the District Court of the United States for the District of Texas, at, against the said, and the said has applied to that court for a warrant to the marshal of said district directing him to seize and hold the property of said, subject to the further orders of said district court:

Now therefore if such a warrant shall issue for the seizure of said property, and if the said shall indemnify the said for such damages as he shall sustain in the event such

seizure shall prove to have been wrongfully obtained, then the above obligation to be void; otherwise to remain in full force and virtue.

..... (Seal.)

..... (Seal.)

..... (Seal.)

Sealed and delivered in the presence of

.....
.....

Approved this day of, A. D. 19..

....., District Judge.

No. 759.

BOND TO MARSHAL.

(Form No. 10.)

Know all men by these presents, that we,, as principal, and and, as sureties, are held and firmly bound unto, marshal of the United States for the District of Texas, in the full and just sum of dollars, to be paid to the said, his executors, administrators or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents.

Signed and sealed this day of, A. D. 19..

The condition of this obligation is such, that whereas a petition in bankruptcy has been filed in the District Court of the United States for the District of Texas, against the said and the said court has issued a warrant to the marshal of the United States for said district, directing him to seize and hold property of the said, subject to the further order of the court, and the said property has been seized by said marshal as directed, and the said district court upon a petition of said has ordered the said property to be released to him:

Now therefore if the said property shall be released accordingly to the said, and the said, being adjudged a bankrupt, shall turn over said property or pay the value thereof in money to the trustee, then the above obligation to be void; otherwise to remain in full force and virtue.

..... (Seal.)

..... (Seal.)

..... (Seal.)

Sealed and delivered in the presence of

.....
.....

Approved this day of, A. D. 19..

....., District Judge.

No. 760.

ADJUDICATION THAT DEBTOR IS NOT BANKRUPT.

(Form No. 11.)

In the District Court of the United States for the District of Texas. In the Matter of in Bankruptcy.

At, in said district, on the ... day of, A. D. 19.., before the Honorable, judge of the District of Texas.

This cause came on to be heard at, in said court, upon the petition of that be adjudged a bankrupt within the true intent and meaning of the acts of Congress relating to bankruptcy, and (here state the proceedings, whether there was no opposition, or, if opposed, state what proceedings were had).

And thereupon, and upon consideration of the proofs in said cause (and the arguments of counsel thereon, if any), it was found that the facts set forth in said petition were not proved; and it is therefore adjudged that said was not a bankrupt, and that said petition be dismissed, with costs.

Witness the Honorable, judge of said court, and the seal thereof, at, in said district, on the ... day of, A. D. 19..

(Seal of the Court.)

....., Clerk.

No. 761.

ADJUDICATION OF BANKRUPTCY.

(Form No. 12.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

At, in said district, on the ... day of, A. D. 19 .., before the Honorable, judge of said court in bankruptcy, the petition of that be adjudged a bankrupt, within the true intent and meaning of the acts of Congress relating to bankruptcy, having been heard and duly considered, the said is hereby declared and adjudged bankrupt accordingly.

Witness the Honorable, judge of said court, and the seal thereof, at, in said district, on the ... day of, A. D. 19 ..

(Seal of the Court.)

....., Clerk.

No. 762.

APPOINTMENT, OATH AND REPORT OF APPRAISERS.

(Form No. 13.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

It is ordered that, of, of, and, of, three disinterested persons, be, and they are hereby appointed appraisers to appraise the real and personal property belonging to the estate of the said bankrupt set out in the schedules now on file in this court, and report their appraisal to the court, said appraisal to be made as soon as may be, and the appraisers to be duly sworn.

Witness my hand this day of, A. D. 19 ..

.....
Referee in Bankruptcy.

..... District of Texas, ss.:

Personally appeared the within named and severally made oath that they will well and fairly appraise the aforesaid real and personal property according to their best skill and judgment.

.....
.....
.....

Subscribed and sworn to before me, this day of, A. D. 19 ..

.....
(Official character.)

We, the undersigned, having been notified that we were appointed to estimate and appraise the real and personal property aforesaid, have attended to the duties assigned us, and after a strict examination and careful inquiry, we do estimate and appraise the same as follows:

	Dollars	Cents
.....		
.....		
.....		

In witness whereof we hereunto set our hands at, this day of, A. D. 19 ..

.....
.....
.....

No. 763.**ORDER OF REFERENCE.**

(Form No. 14.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

Whereas,, of, in the county of and district aforesaid, on the day of, A. D. 19 . ., was duly adjudged a bankrupt upon a petition filed in this court by (or against) him on the day of, A. D. 19 . ., according to the provisions of the acts of Congress relating to bankruptcy:

It is thereupon ordered, that said matter be referred to, one of the referees in bankruptcy of this court, to take such further proceedings therein as are required by said acts; and that the said shall attend before said referee on the day of at, and thenceforth shall submit to such orders as may be made by said referee or by this court relating to said bankruptcy.

Witness the Honorable, judge of said court, and the seal thereof, at, in said district, on the day of, A. D. 19 . .

(Seal of the Court.)

., Clerk.

No. 764.**ORDER OF REFEREE IN JUDGE'S ABSENCE.**

(Form No. 15.)

In the District Court of the United States for the District of Texas. In the Matter of, in Bankruptcy.

Whereas, on the day of, A. D. 19 . ., a petition was filed to have, of, in the county of, and district aforesaid, adjudged a bankrupt according to the provisions of the acts of Congress relating to bankruptcy; and whereas the judge of said court was absent from said district at the time of filing said petition (or in case of involuntary bankruptcy, on the next day after the last day on which pleadings might have been filed, and some have been filed by the bankrupt or any of his creditors), it is thereupon ordered that the said matter be referred to, one of the referees in bankruptcy of this court, to consider this petition and take such proceedings therein as are required by said acts; and that the said shall attend before said referee on the day of, A. D. 19 . .

Witness my hand and seal of said court, at, in said district, on the day of, A. D. 19 . .

(Seal of the Court.)

., Clerk.

No. 765.

REFEREE'S OATH OF OFFICE.

(Form No. 16.)

I,, do solemnly swear that I will administer justice without respect to persons, and do equal right to the poor and to the rich, and that I will faithfully and impartially discharge and perform all the duties incumbent on me as referee in bankruptcy, according to the best of my abilities and understanding, agreeably to the Constitution and laws of the United States. So help me God.

.....

Subscribed and sworn to before me, this day of, A. D. 19 ..

....., District Judge.

No. 766.

BOND OF REFEREE.

(Form No. 17.)

Know all men by these presents, that we, of, as principal, and of, and of, as sureties, are held and firmly bound to the United States of America in the sum of dollars, lawful money of the United States, to be paid to the said United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents.

Signed and sealed this day of, A. D. 19..

The condition of this obligation is such that whereas the said..... has been on the day of, A. D. 19 .., appointed by the Honorable, judge of the District Court of the United States for the District of Texas, a referee in bankruptcy, in and for the county of, in said district, under the acts of Congress relating to bankruptcy:

Now therefore, if the said shall well and faithfully discharge and perform all the duties pertaining to the said office of referee in bankruptcy, then this obligation to be void; otherwise to remain in full force and virtue.

..... (Seal.)
 (Seal.)
 (Seal.)

Signed and sealed in the presence of

.....

Approved this day of, A. D. 19..

....., District Judge.

No. 767.

NOTICE OF FIRST MEETING OF CREDITORS.

(Form No. 18.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

To the Creditors of, of, in the County of and District aforesaid, a Bankrupt:

Notice is hereby given that on the day of, A. D. 19.., the said was duly adjudicated bankrupt; and that the first meeting of his creditors will be held at in, on the day of, A. D. 19 .., at o'clock in thenoon, at which time the said creditors may attend, prove their claims, appoint a trustee, examine the bankrupt, and transact such other business as may properly come before said meeting.

....., 19..

.....
Referee in Bankruptcy.

No. 768.

LIST OF DEBTS PROVED AT FIRST MEETING.

(Form No. 19.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

At, in said district, on the day of, A. D. 19.., before, referee in bankruptcy.

The following is a list of creditors who have this day proved their debts:

Names of Creditors	Residence	Debts proved	
		Dollars	Cents
.....
.....
.....

.....
Referee in Bankruptcy.

No. 769.

GENERAL LETTER OF ATTORNEY IN FACT WHEN CREDITOR IS NOT REPRESENTED BY ATTORNEY AT LAW.

(Form No. 20.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

To.....,

I,, of, in the county of and State of Texas, do hereby authorize you, or any one of you, to attend the meeting or meetings of creditors of the bankrupt aforesaid at a court of bankruptcy, wherever advertised or directed to be holden, on the day and the hour appointed and notified by said court in said matter, or at such other place and time as may be appointed by the court for holding such meeting or meetings, or at which such meeting or meetings, or any adjournment or adjournments thereof, may be held, and then and there from time to time, and as often as there may be occasion, for me and in my name to vote for or against any proposal or resolution that may be then submitted under the acts of Congress relating to bankruptcy; and in the choice of trustee or trustees of the estate of the said bankrupt, and for me, to assent to such appointment of trustee; and with like powers to attend and vote at any other meeting or meetings of creditors, or sitting or sittings of the court, which may be held therein for any of the purposes aforesaid; and also to accept any composition proposed by said bankrupt in satisfaction of his debts, and to receive payment of dividends and of money due me under any composition, and for any other purpose in my interest whatsoever, with full power of substitution.

In witness whereof I have hereunto signed my name and affixed my seal the day of, A. D. 19..

(Seal.)

Signed, sealed and delivered in presence of

Acknowledged before me, this day of, A. D. 19 ..

 (Official character.)

No. 770.

SPECIAL LETTER OF ATTORNEY IN FACT.

(Form No. 21.)

In the Matter of, Bankrupt. In Bankruptcy.

To.....,

I hereby authorize you, or any of you, to attend the meeting of creditors in this matter, advertised or directed to be holden at.....,

on the . . . day of, A. D. 19.., before, or any adjournment thereof, and then and there for and in name to vote for or against any proposal or resolution that may be lawfully made or passed at such meeting or adjourned meeting, and in the choice of trustee or trustees of the estate of the said bankrupt.

In the witness whereof I have hereunto signed my name and affixed my seal the . . . day of, A. D. 19..

(Seal.)

Signed, sealed and delivered in presence of

Acknowledged before me, this . . . day of, A. D. 19
(Official character.)

No. 771.

APPOINTMENT OF TRUSTEE BY CREDITORS.

(Form No. 22.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

At, in said district, on the . . . day of, A. D. 19.., before, referee in bankruptcy.

This being the day appointed by the court for the first meeting of creditors in the above bankruptcy, and of which due notice has been given in the (here insert the names of the newspapers in which notice was published), we, whose names are hereunder written, being the majority in number and in amount of claims of the creditors of the said bankrupt, whose claims have been allowed, and who are present at this meeting, do hereby appoint, of, in the county of and State of Texas, to be the trustee of the said bankrupt's estate and effects.

Signature of Creditors	Residence of same	Amount of debt	
		Dollars	Cents
.....
.....
.....

Ordered, that the above appointment of trustee be and the same is hereby approved.

.....
Referee in Bankruptcy.

No. 772.

APPOINTMENT OF TRUSTEE BY REFEREE.

(Form No. 23.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

At, in said district, on the day of, A. D. 19.., before, referee in bankruptcy.

This being the day appointed by the court for the first meeting of creditors under the said bankruptcy, and of which due notice has been given in the (here insert the names of the newspapers in which notice was published), I, the undersigned referee of the said court in bankruptcy, sat at the time and place above mentioned, pursuant to such notice, to take the proof of debts and for the choice of trustee under the said bankruptcy; and I do hereby certify that the creditors whose claims had been allowed were present, or duly represented, failed to make choice of a trustee of said bankrupt's estate, and therefore I do hereby appoint, of, in the county of and State of Texas, as trustee of the same.

.....
Referee in Bankruptcy.

No. 773.

NOTICE TO TRUSTEE OF HIS APPOINTMENT.

(Form No. 24.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

To, of, in the County of and District aforesaid:

I hereby notify you that you were duly appointed trustee (or one of the trustees) of the estate of the above named bankrupt at the first meeting of the creditors, on the day of, A. D. 19.., and I have approved said appointment. The penal sum of your bond as such trustee has been fixed at dollars. You are required to notify me forthwith of your acceptance or rejection of the trust.

Dated at, the day of, A. D. 19..

.....
Referee in Bankruptcy.

No. 774.

BOND OF TRUSTEE.

(Form No. 25.)

Know all men by these presents, that we,, of, as principal, and, of, and, of, as sureties, are held and firmly bound unto the United States of America in the sum of dollars, in lawful money of the United States, to be paid to the said United States, for which payment, well and truly to be made, we bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Signed and sealed this day of, A. D. 19..

The condition of this obligation is such, that whereas the above named was, on theday of, A. D. 19.., appointed trustee in the case pending in bankruptcy in said court, wherein is the bankrupt, and he, the said, has accepted said trust with all the duties and obligations pertaining thereunto:

Now therefore if the said, trustee as aforesaid, shall obey such orders as the court make in relation to said trust, and shall faithfully and truly account for all the moneys, assets and effects of the estate of said bankrupt which shall come into his hands and possession, and shall in all respects faithfully perform all his official duties as said trustee, then this obligation to be void, otherwise to remain in full force and virtue.

..... (Seal.)
..... (Seal.)
..... (Seal.)

Signed and sealed in presence of

.....
.....

No. 775.

ORDER APPROVING TRUSTEE'S BOND.

(Form No. 26.)

At a court of bankruptcy, held in and for the District of Texas, at, Texas, this day of, A. D. 19.., before, referee in bankruptcy, in the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

It appearing to the court that, of, and in said district, has been duly appointed trustee of the estate of the above named bankrupt, and has given bond with sureties for the faithful

performance of his official duties, in the amount fixed by the creditors (or by order of the court), to wit, in the sum of dollars, it is ordered that the said bond be, and the same is hereby approved.

.....
Referee in Bankruptcy.

No. 776.

ORDER THAT NO TRUSTEE BE APPOINTED.

(Form No. 27.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

It appearing that the schedule of the bankrupt discloses no assets, and that no creditor has appeared at the first meeting, and that the appointment of a trustee of the bankrupt's estate is not now desirable, it is hereby ordered that until further order of the court no trustee be appointed and no other meeting of the creditors be called.

.....
Referee in Bankruptcy.

No. 777.

ORDER FOR EXAMINATION OF BANKRUPT.

(Form No. 28.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

At, on the day of, A. D. 19 . . Upon the application of, trustee of said bankrupt (or creditor of said bankrupt), it is ordered that said bankrupt attend before, one of the referees in bankruptcy of this court, at on the day of, at o'clock in the . . . noon, to submit to examination under the act of Congress relating to bankruptcy, and that a copy of this order be delivered to him, the said bankrupt, forthwith.

.....
Referee in Bankruptcy.

No. 778.

EXAMINATION OF BANKRUPT OR WITNESS.

(Form No. 29.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

At, in said district, on the day of, A. D. 19 . ., before, one of the referees in bankruptcy of said court.

....., of, in the county of, and State of Texas, being duly sworn and examined at the time and place above mentioned, upon his oath says (here insert substance of examination of party.)

.....
Referee in Bankruptcy.

No. 779.

SUMMONS TO WITNESS.

(Form No. 30.)

To

Whereas, of, in the county of and State of, has been duly adjudged bankrupt, and the proceeding in bankruptcy is pending in the District Court of the United States for the District of Texas. These are to require you, to whom this summons is directed, personally to be and appear before, one of the referees in bankruptcy of the said court, at, on the day of, at o'clock in the...noon, then and there to be examined in relation to said bankruptcy.

Witness the Honorable, judge of said court, and seal thereof, at, this day of, A. D. 19 ..

....., Clerk.

RETURN OF SUMMONS TO WITNESS.

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

On this day of, A. D. 19 .., before me came, of, in the county of and State of Texas, and makes oath, and says that he did, on, the day of, A. D. 19 .., personally serve, of, in the county of and said State of Texas, with a true copy of the summons hereto annexed, by delivering the same to him; and he further makes oath and says that he is not interested in the proceeding in bankruptcy named in said summons.

.....

Subscribed and sworn to before me, this day of, A. D. 19 ..

.....

No. 780.

PROOF OF UNSECURED DEBT.

(Form No. 31.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy, ,

At, in said district of Texas, on the day of, A. D. 19 . ., came, of, in the county of, in said district of Texas, and made oath, and says that, the person by (or against) whom a petition for adjudication in bankruptcy has been filed, was at and before the filing of said petition, and still is, justly and truly indebted to said deponent in the sum of dollars; that the consideration of said debt is as follows:; that no part of said debt has been paid (except); that there are no set-offs or counterclaims to the same (except); and that the deponent has not, nor has any person by his order, or to his knowledge or belief, for his use, had or received any manner of security for said debt whatever.

., Creditor.

Subscribed and sworn to before me, this day of, A. D. 19 . .

(Seal.)

.
(Official character.)

No. 781.

PROOF OF SECURED DEBT.

(Form No. 32.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

At in said district of Texas, on the day of, A. D. 19 . ., came, of, in the county of, in said district of Texas, and made oath, and says that, the person by (or against) whom a petition for adjudication of bankruptcy has been filed, was at and before the filing of said petition, and still is, justly and truly indebted to said deponent, in the sum of dollars; that the consideration of said debt is as follows:; that no part of said debt has been paid (except); that there are no set-offs or counterclaims to the same (except); and that the only securities held by this deponent for said debt are the following:

., Creditor.

Subscribed and sworn to before me, this day of, A. D. 19 . .

(Seal.)

.
(Official character.)

No. 782.**PROOF OF DEBT DUE CORPORATION.**

(Form No. 33.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

At, in said district of Texas, on the ... day of, A. D. 19.., came, of, in the county of..... and State of Texas, and made oath and says that he is of the, a corporation incorporated by and under the laws of the State of, and carrying on business at, in the county of and State of, and that he is duly authorized to make this proof, and says that the said, the person by (or against) whom a petition for adjudication of bankruptcy has been filed, was at and before the filing of said petition, and still is, justly and truly indebted to said corporation in the sum of dollars; that the consideration of said debt is as follows:; that no part of said debt has been paid (except); that there are no set-offs or counterclaims to the same (except); and that said corporation has not, nor has any person by its order, or to the knowledge or belief of said deponent, for its use had or received any manner of security for said debt whatever.

.....
 of said Corporation.

Subscribed and sworn to before me, this ... day of, A. D. 19..
 (Seal.)

.....
 (Official character.)

No. 783.**PROOF OF DEBT BY PARTNERSHIP.**

(Form No. 34.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

At, in said district of Texas, on the ... day of, A. D. 19.., came, of, in the county of....., in said district of Texas, and made oath and says that he is one of the firm of, consisting of himself and, of, in the county of and State of; that the said, the person by (or against) whom a petition for adjudication of bankruptcy has been filed, was at and before the filing of said petition, and still is, justly and truly indebted to this deponent's said firm in the sum of dollars; that the consideration of said debt is as follows:; that no part of said debt has been paid

(except.....); that there are no set-offs or counterclaims to the same (except.....); and this deponent has not, nor has his said firm, nor has any person by their order, or to this deponent's knowledge or belief, for their use, had or received any manner of security for said debt whatever.

....., Creditor.

Subscribed and sworn to before me, this day of, A. D. 19..

(Seal.)

.....
(Official character.)

No. 784.

PROOF OF DEBT BY AGENT OR ATTORNEY.

(Form No. 35.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

At, in said district of Texas, on the day of, A. D. 19.., came, of, in the county of..... and State of, attorney (or authorized agent) of....., in the county of and State of, and made oath and says that, the person by (or against) whom a petition for adjudication of bankruptcy has been filed, was at and before the filing of said petition, and still is, justly and truly indebted to the said, in the sum of dollars; that the consideration of said debt is as follows:; that no part of said debt has been paid (except.....); and that this deponent has not, nor has any person by his order, or to this deponent's knowledge or belief, for his use had or received any manner of security for said debt whatever. And this deponent further says that this deposition cannot be made by the claimant in person because, and that he is duly authorized by his principal to make this affidavit, and that it is within his knowledge that the aforesaid debt was incurred as and for the consideration above stated, and that such debt, to the best of his knowledge and belief, still remains unpaid and unsatisfied.

.....

Subscribed and sworn to before me, this day of, A. D. 19..

(Seal.)

.....
(Official character.)

No. 785.**PROOF OF SECURED DEBT BY AGENT.**

(Form No. 36.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

At, in said district of Texas, on the day of, A. D. 19 . . ., came, of, in the county of and State of, attorney (or authorized agent) of, in the county of and State of, and made oath and says that, the person by (or against) whom a petition for adjudication of bankruptcy has been filed, was at and before the filing of said petition, and still is, justly and truly indebted to the said in the sum of dollars; that the consideration of said debt is as follows:; that no part of said debt has been paid (except); that there are no set-offs or counterclaims to the same (except); and that the only securities held by said for said debt are the following:; and this deponent further says that this deposition cannot be made by the claimant in person because, and that he is duly authorized by his principal to make this deposition, and that it is within his knowledge that the aforesaid debt was incurred as and for the consideration above stated.

.

Subscribed and sworn to before me, this day of, A. D. 19 . . .

.

(Official character.)

No. 786.**AFFIDAVIT OF LOST BILL OR NOTE.**

(Form No. 37.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

On this day of, A. D. 19 . . ., at, came, of, in the county of and State of, and makes oath and says that the bill of exchange (or note), the particulars whereof are underwritten, has been lost under the following circumstances, to wit,; and that he, this deponent, has not been able to find the same; and this deponent further says that he has not, nor has the said, nor any person or persons to their use, to this deponent's knowledge or belief, negotiated the said bill (or note), nor in any manner parted with or assigned the legal or beneficial interest

therein, or any part thereof; and that he, this deponent, is the person now legally and beneficially interested in the same.

BILL OR NOTE ABOVE REFERRED TO.

Date	Drawer or maker	Acceptor	Sum
.....
.....
.....

.....
 Subscribed and sworn to before me, this day of, A. D.
 19
 (Official character.)

No. 787.

ORDER REDUCING CLAIM.

(Form No. 38.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

At, in said district, on the day of, A. D. 19 ..

Upon the evidence submitted to this court upon the claim of against said estate (and if the fact be so, upon hearing counsel thereon), it is ordered that the amount of said claim be reduced from the sum of dollars, as set forth in the affidavit in proof of claim filed by said creditor in said case, to the sum of dollars, and that the latter named sum be entered upon the books of the trustee as the true sum upon which a dividend shall be computed (if with interest, with interest thereon from the day of, A. D. 19 ..).

.....
 Referee in Bankruptcy.

No. 788.

ORDER EXPUNGING CLAIM.

(Form No. 39.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

At, in said district, on the day of, A. D. 19 ..

Upon the evidence submitted to the court upon the claim of

against said estate (and if the fact be so, upon hearing counsel thereon), it is ordered that said claim be disallowed and expunged from the list of claims upon the trustee's record in said case.

.....
Referee in Bankruptcy.

No. 789.

LIST OF CLAIMS AND DIVIDENDS TO BE RECORDED BY REFEREE AND BY HIM DELIVERED TO TRUSTEE.

(Form No. 40.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

At, in said district, on the day of, A. D. 19 ..

A list of debts proved and claimed under the bankruptcy of with dividend at the rate of per cent this day declared thereon by, a referee in bankruptcy.

No.	Creditors (To be placed alphabetically, and the names of all the parties to the proof to be carefully set forth.)	Sum proved		Dividend	
		Dollars	Cents	Dollars	Cents
.....
.....
.....

.....
Referee in Bankruptcy.

No. 790.

NOTICE OF DIVIDEND.

(Form No. 41.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

At, on the day of, A. D. 19 ..

To, Creditor of, Bankrupt:

I hereby inform you that you may, on application at my office,, on the day of, A. D. 19 .., or on any day thereafter, between the hours of, receive a warrant for the dividend due to you out of the above estate. If you cannot personally

attend, the warrant will be delivered to your order on your filing up and signing the subjoined letter.

....., Trustee.

CREDITOR'S LETTER TO TRUSTEE.

To, Trustee in Bankruptcy of the Estate of, Bankrupt:

Please deliver to the warrant for dividend payable out of the said estate to me.

....., Creditor.



No. 791.

PETITION AND ORDER FOR SALE BY AUCTION OF REAL ESTATE.

(Form No. 42.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

Respectfully represents, trustee of the estate of said bankrupt, that it would be for the benefit of said estate that a certain portion of the real estate of said bankrupt, to wit (here describe it and its estimated value), should be sold by auction, in lots or parcels, and upon terms and conditions as follows:

Wherefore he prays that he may be authorized to make sale by auction of said real estate as aforesaid.

Dated this day of, A. D. 19 ..

....., Trustee.

The foregoing petition having been duly filed, and having come on for a hearing before me, of which hearing ten days' notice was given by mail to creditors of said bankrupt, now, after due hearing, no adverse interest being represented thereat (or after hearing in favor of said petition and in opposition thereto), it is ordered that the said trustee be authorized to sell the portion of the bankrupt's real estate specified in the foregoing petition, by auction, keeping an accurate account of each lot or parcel sold and the price received therefor and to whom sold; which said account he shall file at once with the referee.

Witness my hand this day of, A. D. 19 ..

.....
Referee in Bankruptcy.

No. 792.

PETITION AND ORDER FOR REDEMPTION OF PROPERTY FROM LIEN.
(Form No. 43.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

Respectfully represents, trustee of the estate of said bankrupt, that a certain portion of said bankrupt's estate, to wit (here describe the estate or property and its estimated value), is subject to a mortgage (describe mortgage), or to a conditional contract (describing it), or to a lien (describe the origin and nature of the lien), or (if the property be personal property) has been pledged or deposited and is subject to a lien for (describe the nature of the lien), and that it would be for the benefit of the estate that said property should be redeemed and discharged from the lien thereon.

Wherefore he prays that he may be empowered to pay out of the assets of said estate in his hands the sum of dollars, being the amount of said lien, in order to redeem said property therefrom.

Dated this day of, A. D. 19..

....., Trustee.

The foregoing petition having been duly filed and having come on for a hearing before me, of which hearing ten days' notice was given by mail to creditors of said bankrupt, now, after due hearing, no adverse interest being represented thereat (or after hearing in favor of said petition and in opposition thereto), it is ordered that the said trustee be authorized to pay out of the assets of the bankrupt's estate specified in the foregoing petition the sum of dollars, being the amount of the lien, in order to redeem the property therefrom.

Witness my hand this day of, A. D. 19 ..

.....
Referee in Bankruptcy.

No. 793.

PETITION AND ORDER FOR SALE SUBJECT TO LIEN.
(Form No. 44.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

Respectfully represents, trustee of the estate of said bankrupt, that a certain portion of said bankrupt's estate, to wit (here describe the estate or property and its estimated value), is subject to a mortgage (describe mortgage), or to a conditional contract (describe it), or to a lien (describe the origin and nature of the lien), or (if the prop-

erty be personal property) has been pledged or deposited and is subject to a lien for (describe the nature of the lien), and that it would be for the benefit of the said estate that said property should be sold, subject to said mortgage, lien, or other incumbrance.

Wherefore he prays that he may be authorized to make sale of said property, subject to the incumbrance thereon.

Dated this day of, A. D. 19 ..

., Trustee.

The foregoing petition having been duly filed and having come on for a hearing before me, of which hearing ten days' notice was given by mail to creditors of said bankrupt, now, after due hearing, no adverse interest being represented thereat (or after hearing in favor of said petition and in opposition thereto), it is ordered that the said trustee be authorized to sell the portion of the bankrupt's estate specified in the foregoing petition, by auction (or at private sale), keeping an accurate account of the property sold and the price received therefor and to whom sold; which said account he shall file at once with the referee.

Witness my hand this day of, A. D. 19 ..

.
Referee in Bankruptcy.

No. 794.

PETITION AND ORDER FOR PRIVATE SALE.

(Form No. 45.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

Respectfully represents, duly appointed trustee of the estate of the aforesaid bankrupt.

That for the following reasons, to wit,, it is desirable and for the best interest of the estate to sell at private sale a certain portion of the said estate, to wit

Wherefore he prays that he may be authorized to sell the said property at private sale.

Dated this day of, A. D. 19 ..

., Trustee.

The foregoing petition having been duly filed and having come on for a hearing before me, of which hearing ten days' notice was given by mail to creditors of said bankrupt, now, after due hearing, no adverse interest being represented thereat (or after hearing in favor of said petition and in opposition thereto), it is ordered that the said trustee be authorized to sell the portion of the bankrupt's estate specified in the foregoing petition, at private sale,

keeping an accurate account of each article sold and the price received therefor and to whom sold; which said account he shall file at once with the referee.

Witness my hand this day of, A. D. 19 ..

.....
Referee in Bankruptcy.

No. 795.

PETITION AND ORDER FOR SALE OF PERISHABLE PROPERTY.

(Form No. 46.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

Respectfully represents, the said bankrupt (or a creditor, or the receiver, or the trustee of the said bankrupt estate).

That a part of the said estate, to wit,, now in, is perishable, and that there will be loss if the same is not sold immediately as aforesaid.

Wherefore he prays the court to order that the same be sold immediately as aforesaid.

Dated this day of, A. D. 19 ..

.....

The foregoing petition having been duly filed and having come on for a hearing before me, of which hearing ten days' notice was given by mail to the creditors of said bankrupt (or without notice to the creditors), now, after due hearing, no adverse interest being represented thereat (or after hearing in favor of said petition and in opposition thereto), I find that the facts are as above stated, and that the same is required in the interest of the estate, and it is therefore ordered that the same be sold forthwith and the proceeds thereof deposited in court.

Witness my hand this day of, A. D. 19 ..

.....
Referee in Bankruptcy.

No. 796.

TRUSTEE'S REPORT OF EXEMPTED PROPERTY.

(Form No. 47.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

At, on the day of, A. D. 19..

The following is a schedule of property designated and set apart to be retained by the bankrupt aforesaid, as his own property, under the provisions of the acts of Congress relating to bankruptcy.

General Head	Particular Description	Value	
		Dolls.	Cts.
Military uniform, arms, and equipments.....			
Property exempted by State laws.....			

....., Trustee.

No. 797.

TRUSTEE'S RETURN OF NO ASSETS.

(Form No. 48.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

At, in said district, on the day of, A. D. 19..

On the day aforesaid, before me comes, of, in the county of and State of Texas, and makes oath and says that he, as trustee of the estate and effects of the above named bankrupt, neither received nor paid any moneys on account of the estate.

....., Trustee.

Subscribed and sworn to before me, at, this day of, A. D. 19 ..

.....
Referee in Bankruptcy.

No. 798.

ACCOUNT OF TRUSTEE.

(Form No. 49.)

The estate of, bankrupt, in account with, trustee.

DR.						CR.					
		\$	c.	\$	c.			\$	c.	\$	c.
.....											
.....											
.....											

No. 799.

OATH TO FINAL ACCOUNT OF TRUSTEE.

(Form No. 50.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

On this day of, A. D. 19 .., before me comes of, in the county of and State of Texas, and makes oath and says that he was, on the day of, A. D. 19.., appointed trustee of the estate and effects of the above named bankrupt, and that as such trustee he has conducted the settlement of the said estate. That the account hereto annexed containing sheets of paper, the first sheet whereof is marked with the letter (reference may here also be made to any prior account filed by said trustee), is true, and such account contains entries of every sum of money received by said trustee on account of the estate and effects of the above named bankrupt, and that the payments purporting in such account to have been made by said trustee have been so made by him. And he asks to be allowed for said payments and for commissions and expenses as charged in said accounts.

....., Trustee.

Subscribed and sworn to before me, at, in said District of Texas, this day of, A. D. 19..

.....
(Official character.)

No. 800.

ORDER ALLOWING ACCOUNT AND DISCHARGING TRUSTEE.

(Form No. 51.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

The foregoing account having been presented for allowance, and having been examined and found correct, it is ordered that the same be allowed, and that the said trustee be discharged of his trust.

.....
Referee in Bankruptcy.

No. 801.

PETITION FOR REMOVAL OF TRUSTEE.

(Form No. 52.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

To the Honorable, Judge of the District Court of the District of Texas:

The petition of, one of the creditors of said bankrupt, respectfully represents that it is for the interest of the estate of said bankrupt that, heretofore appointed trustee of said bankrupt's estate, should be removed from his trust, for the causes following, to wit (here set forth the particular cause or causes for which such removal is requested).

Wherefore prays that notice may be served upon said, trustee as aforesaid, to show cause at such time as may be fixed by the court, why an order should not be made removing him from said trust.

.....

No. 802.

NOTICE OF PETITION FOR REMOVAL OF TRUSTEE.

(Form No. 53.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

At, on the day of, A. D. 19..

To, Trustee of the Estate of, Bankrupt:

You are hereby notified to appear before this court at, on the day of, A. D. 19.., at o'clock .. m., to show cause (if any you have) why you should not be removed from your trust as

trustee as aforesaid, according to the prayer of the petition of, one of the creditors of said bankrupt, filed in this court on the . . . day of, A. D. 19 . . ., in which it is alleged (here insert the allegation of the petition).

., Clerk.

No. 803.

ORDER FOR REMOVAL OF TRUSTEE.

(Form No. 54.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

Whereas, of, did, on the . . . day of, A. D. 19 . . ., present his petition to this court, praying that for the reasons therein set forth,, the trustee of the estate of said, bankrupt, might be removed:

Now therefore upon reading the said petition of the said and the evidence submitted therewith, and upon hearing counsel on behalf of said petitioner and counsel for the trustee, and upon the evidence submitted on behalf of said trustee:

It is ordered that the said be removed from the trust as trustee of the estate of said bankrupt, and that the costs of the said petitioner incidental to said petition be paid by said, trustee (or out of the estate of the said, subject to prior charges).

Witness the Honorable, judge of the said court, and the seal thereof, at, in said district, on the . . . day of, A. D. 19 . . .

(Seal of the Court.)

., Clerk.

No. 804.

ORDER FOR CHOICE OF NEW TRUSTEE.

(Form No. 55.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

At, on the . . . day of, A. D. 19 . . .

Whereas by reason of the removal (or the death or resignation) of, heretofore appointed trustee of the estate of said bankrupt, a vacancy exists in the office of said trustee:

It is ordered that a meeting of the creditors of said bankrupt be

held at, in, in said district, on the day of, A. D. 19 . . ., for the choice of a new trustee of said estate.

And it is further ordered that notice be given to said creditors of the time, place, and purpose of said meeting, by letter to each, to be deposited in the mail at least ten days before that day.

.....
 Referee in Bankruptcy.

No. 805.

CERTIFICATE BY REFEREE TO JUDGE.

(Form No. 56.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

I,, one of the referees of said court in bankruptcy, do hereby certify that in the course of the proceedings in said cause before me the following question arose pertinent to the said proceedings: (here state the question, a summary of the evidence relating thereto, and the finding and order of the referee thereon).

And the said question is certified to the judge for his opinion thereon.

Dated at, the day of, A. D. 19 . . .

.....
 Referee in Bankruptcy.

No. 806.

BANKRUPT'S PETITION FOR DISCHARGE.

(Form No. 57.)

In the Matter of, Bankrupt. In Bankruptcy.

To the Honorable, Judge of the District Court of the United States for the District of Texas:

., of, in the county of and State of Texas, in said district, respectfully represents that on the day of, A. D. 19 . . ., he was duly adjudged bankrupt under the acts of Congress relating to bankruptcy; that he has duly surrendered all his property and rights of property, and has fully complied with all the requirements of said acts and of the orders of the court touching his bankruptcy.

Wherefore he prays that he may be decreed by the court to have a full discharge from all debts provable against his estate under said bankrupt acts except such debts as are excepted by law from such discharge.

Dated this day of, A. D. 19 . . .

....., Bankrupt.

Subscribed and sworn to before me, this day of, A. D. 19 . . .

No. 807.

ORDER OF NOTICE THEREON.

(Form No. 57½.)

District of, ss.:

On this day of, A. D. 19.., on reading the foregoing petition, it is—

Ordered by the court, that a hearing be had upon the same on the day of, A. D. 19.., before said court, at, in said district, at o'clock in thenoon; and that notice thereof be published in, a newspaper printed in said district, and that all known creditors and other persons in interest may appear at the same time and place and show cause, if any they have, why the prayer of the said petitioner should not be granted.

And it is further ordered by the court that the clerk shall send by mail to all known creditors copies of said petition and this order, addressed to them at their places of residence as stated.

Witness the Honorable, judge of said court, and the seal thereof, at, in said district, on theday of, A. D. 19..

(Seal of the Court.)

., Clerk.

. hereby depose, on oath, that the foregoing order was published in the on the following days, viz:

On the day of, and on the day of, in the year 19..

.,, 19..

District of Texas:

Personally appeared, and made oath that the foregoing statement by him subscribed is true.

Before me:

.
(Official character.)

I hereby certify that I have on this day of, A. D. 19 .., sent by mail copies of the above order, as therein directed.

., Clerk.

No. 808.

SPECIFICATIONS OF GROUNDS OF OPPOSITION TO BANKRUPT'S DISCHARGE.

(Form No. 58.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy, of, in the county of and State of Texas, a party interested in the estate of said, bankrupt, do hereby oppose the granting to him of a discharge from his debts, and for the grounds of such opposition do file the following specifications(here specify the grounds of opposition).
, Creditor.

No. 809.

DISCHARGE OF BANKRUPT.

(Form No. 59.)

District Court of the United States, District of Texas. In Bankruptcy.

Whereas,, of, in said district, has been duly adjudged a bankrupt, under the acts of Congress relating to bankruptcy, and appears to have conformed to all the requirements of law in that behalf, it is therefore ordered by this court that said be discharged from all debts and claims which are made provable by said acts against his estate, and which existed on the day of, A. D. 19.., on which day the petition for adjudication was filed him; excepting such debts as are by law excepted from the operation of a discharge in bankruptcy.

Witness the Honorable, judge of said district court, and the seal thereof, this day of, A. D. 19.
 (Seal of the Court.), Clerk.

No. 810.**PETITION FOR MEETING TO CONSIDER COMPOSITION.**

(Form No. 60.)

District Court of the United States for the District of Texas.
, Bankrupt. In Bankruptcy.

To the Honorable, Judge of the District Court of the
 United States for the District of Texas:

The above named bankrupt respectfully represents that a composition of per cent upon all unsecured debts, not entitled to a priority in satisfaction of debts has been proposed by to creditors, as provided by the acts of Congress relating to bankruptcy, and verily believes that the said composition will be accepted by a majority in number and in value of creditors whose claims are allowed.

Wherefore he prays that a meeting of creditors may be duly called to act upon said proposal for a composition, according to the provisions of said acts and the rules of court.

....., Bankrupt.

No. 811.**APPLICATION FOR CONFIRMATION OF COMPOSITION.**

(Form No. 61.)

In the District Court of the United States for the District of
 Texas. In the Matter of, Bankrupt. In Bankruptcy.

To the Honorable, Judge of the District Court of the
 United States for the District of Texas:

At, in said district, on the day of, A. D. 19 ..
 Now comes, the above named bankrupt, and respectfully
 represents to the court that, after he had been examined in open court
 (or at a meeting of his creditors) and had filed in court a schedule of
 his property and a list of his creditors, as required by law, he offered
 terms of composition to his creditors, which terms have been accepted
 in writing by a majority in number of all creditors whose claims have
 been allowed, which number represents a majority in amount of such
 claims; that the consideration to be paid by the bankrupt to his
 creditors, the money necessary to pay all debts which have priority, and
 the costs of the proceedings, amounting in all to the sum of dol-
 lars, has been deposited, subject to the order of the judge, in the
 National Bank, of, a designated depository of money
 in bankruptcy cases.

Wherefore the said respectfully asks that the said com-
 position may be confirmed by the court.

....., Bankrupt.

No 812.

ORDER CONFIRMING COMPOSITION.

(Form No. 62.)

In the District Court of the United States for the District of Texas. In the Matter of, Bankrupt. In Bankruptcy.

An application for the confirmation of the composition offered by the bankrupt having been filed in court, and it appearing that the composition has been accepted by a majority in number of creditors whose claims have been allowed and of such allowed claims; and the consideration and the money required by law to be deposited having been deposited as ordered, in such place as was designated by the judge of said court, and subject to his order; and it also appearing that it is for the best interest of the creditors; and that the bankrupt has not been guilty of any of the acts or failed to perform any of the duties which would be a bar to his discharge, and that the offer and its acceptance are in good faith and have not been made or procured by any means, promises, or acts contrary to the acts of Congress relating to bankruptcy: It is therefore hereby ordered that the said composition be, and it hereby is, confirmed.

Witness the Honorable, judge of said court, and the seal thereof, this . . . day of, A. D. 19 ..

(Seal of the Court.)

., Clerk.



No. 813.

ORDER OF DISTRIBUTION ON COMPOSITION.

(Form No. 63.)

United States of America. In the District Court of the United States for the District of Texas. In the Matter of Bankrupt. In Bankruptcy.

The composition offered by the above named bankrupt in this case having been duly confirmed by the judge of said court, it is hereby ordered and decreed that the distribution of the deposit shall be made by the clerk of the court as follows, to wit: First, to pay the several claims which have priority; second, to pay the costs of proceedings; third, to pay, according to the terms of the composition, the several claims of general creditors which have been allowed, and appear upon a list of allowed claims, on the files in this case, which list is made a part of this order.

Witness the Honorable, judge of said court, and the seal thereof, this . . . day of, A. D. 19 ..

(Seal of the Court.)

., Clerk.

APPENDIX.

RULES FOR THE COURTS OF TEXAS.

Adopted by Order of the Supreme Court, October 8, 1892, as Amended by Order of the Supreme Court, June 29, 1895; November 8, 1897; December 22, 1898; February 7, 1901; December 23, 1901, and March 20, 1902.
Now In force, Nov. 1, 1903.

RULES FOR THE SUPREME COURT.

1. Applications for writs of error shall consist of a petition addressed to this court, embracing specific assignments of error confined to the points of law presented in the motion for rehearing in the Court of Civil Appeals; of the original papers containing the conclusions of law and fact of the latter court (including their statement of the case and opinion) and of the original motion for a rehearing, all of which original papers, as well as the transcript of the proceedings in the trial court, and a transcript of the orders and judgment of the Court of Civil Appeals, and the briefs filed therein, shall accompany the petition. A motion for a rehearing must be made in the Court of Civil Appeals and overruled before applying for the writ of error. The petition for the writ shall be as brief as practicable, and need only contain the requisites prescribed by the statute. The statement of the case by the Court of Civil Appeals, their conclusions of fact and law, and their opinion will be deemed a part of the petition without being referred to therein, and if it appear therefrom that the case belongs to the class over which as a general rule the jurisdiction of the Court of Civil Appeals is not made final by the statute, and that the judgment has been affirmed, the facts to show jurisdiction in this court need not be alleged, but if it appear therefrom that the case belongs to either of the classes over which as a general rule the courts of civil appeals have final jurisdiction, or that the judgment has been reversed with an order remanding the case, then the petition must contain averments showing that the case comes within some one of the exceptions contained in the statutes, so as to make the jurisdiction of this court apparent. The opinion, together with statement of the case and the conclusions of the Court of Civil Appeals will be read by the court in connection with the application, so that no matter will be stated in the petition which appears in such statements, conclusions and opinion. If in the opinion of counsel the statement of the case as made by the Court of Civil Appeals is sufficiently full and accurate to present properly the questions to be determined by the

court, no additional statement should be made under any assignment; but if not, then under each assignment counsel will make a statement, pointing out the alleged omissions, inaccuracies or errors in the court's statement and conclusions of fact so far as may be deemed necessary to properly present the question raised by such assignment, and will support it by reference to the transcript of the proceedings in the trial court. The reference shall cite the particular part or parts of the transcript relied upon, noting the page and line, both of the beginning and of the ending of the matters referred to. Each assignment and statement, if there be any, may be followed by such argument and citation of authority as counsel see proper to present.

2. The clerk of this court shall receive all applications for writs of error, and file the petition and accompanying transcript from the Court of Civil Appeals, and enter the case upon the docket kept for that purpose, known as the application docket. But he shall not be required to take the same from the postoffice or an express office unless the postage or express charges, as the case may be, shall have been fully paid. The cases shall be numbered consecutively on the application docket and the number shall be placed upon the application.

3. The application, when filed in accordance with law, shall be deemed submitted to the court and ready for disposition, unless the applicant shall file with his petition a request for time in which to present a brief or written argument, in which case a period of time not exceeding ten days may be allowed him for that purpose. The applicant, should he so select, may cite his authorities in his petition or may file a separate brief or argument.

4. Upon refusal by this court of an application for a writ of error, the clerk shall retain the application, together with the transcript and accompanying papers, for fifteen days from the day of the rendition of the judgment refusing the writ. At the end of which time, if no motion for a rehearing has been filed, or upon the overruling or the dismissal of such motion in case one has been filed, he shall transmit to the clerk of the Court of Civil Appeals to which the writ of error was sought to be sued out a certified copy of the orders of this court denying such application, and overruling the motion for rehearing, in case such motion has been filed; and shall return the file papers of that court to the clerk thereof, but shall not return the petition for the writ of error. A motion for a rehearing of an application is not a matter of right. But in case one in which some new argument is urged upon one or more points in the application, or some new authority is cited, is filed during the term in which the judgment refusing the application is rendered, it may be considered; provided it be confined to the new matter presented. Motions for rehearing of applications filed after the adjournment for the term cannot be considered. The presentation of any point previously presented in the application, without urging some new argument or citing some new authority, will be deemed a sufficient ground for dismissing the motion.

5. If the application be granted, the clerk shall issue a writ of error to the judges of the court, the judgment of which is sought to be revised, advising them that the writ of error has been granted, and the clerk shall also issue a citation to the defendant or defendants in error, or to his or their attorneys of record, notifying him or them that the writ of error has been granted and of the date thereof, and to appear and defend the same. Said citation shall be returnable in ten days, and in the event it be not served, the clerk shall issue other successive citations until due service is had. Service of the citation upon one attorney will be deemed service upon all parties represented by him. If no bond be required the citation and writ of error shall issue immediately upon the granting of the application. If a bond be required the writ shall issue upon receipt of the duly certified copy of the bond prescribed by the statute. Unless further time be allowed by special order of the court in the particular case the certified copy must be filed in this court within ten days from the granting of the application. If the copy be not so filed, the application will be dismissed by the court of its own motion.

5a. Whenever in any case in which a writ of error has been granted or in which such writ may hereafter be allowed, it shall be made to appear to the clerk of this court by the affidavit of a plaintiff in error, his agent or attorney, that the defendant in error has no attorney of record and either that he is beyond the limits of the State or that his residence is unknown, so that it is impracticable to serve citation upon him in the ordinary method provided by law, it shall be the duty of the clerk of this court, upon the plaintiff in error making provision for the payment of the expense thereof, to cause notice of the granting of the writ to be published once each week for four successive weeks in some newspaper published in the county in which the case was tried, or a notice of the granting of the writ may be issued by the clerk of this court and may be served upon the defendant in error and returned in the manner provided in articles 1230, 1232 and 1233 of the Revised Statutes, except no copy of the petition for the writ of error need be served. Notice given in either of the two modes herein provided shall have the same effect as service of citation, as provided in rule 6; and the publication or service of notice may be proved by the affidavit of any person, deposited with the clerk and filed among the papers in the cause.

6. When service of the citation in error shall have been had, it shall be the duty of the clerk to put the case upon the trial docket and to mark upon the file the number of the case as shown upon such docket. Cases upon the trial docket shall be numbered consecutively in the order in which they are entered thereon.

7. Causes in this court will be regularly submitted on Thursday of each week, though a case may be set down for submission upon another day by the permission or direction of the court.

8. A case shall stand for submission upon the first regular day of the submission of causes coming after the expiration of twenty days from the day on which the writ of error shall have issued; provided, the cita-

tion in error shall have been served ten days before such submission day. If not so served then the case shall be subject to submission on the first regular submission day which falls ten days after service of the citation.

9. Motions in a case not submitted will be heard on the day next preceding the submission day for such case and the adverse party will be required to take notice of all motions filed in the cause on or before the Tuesday immediately preceding such submission day. Notice shall be given of all motions filed after that time.

10. The clerk shall keep a motion docket upon which shall be entered every motion as soon as filed. The motions shall be numbered consecutively upon the docket and its number shall be placed on the motion itself.

11. A party who elects to file in this court a brief in addition to the brief filed in the Court of Civil Appeals, shall comply as near as may be with the rules prescribed for briefing causes in the latter court, and shall confine his briefs to the points raised in the motion for a rehearing and presented in the application for a writ of error.

12. When any court of civil appeals shall certify to this court any question for determination, or shall send to this court any cause upon a certificate of dissent, either upon its own motion or that of any party, the certificate, in either case, shall be accompanied by the briefs filed in the Court of Civil Appeals; and the clerk of this court shall, upon the receipt of the briefs, issue notices to the attorneys whose names appear thereon of the day on which the question or cause, as the case may be, shall be set down for submission.

13. The rules prescribed for the Court of Civil Appeals as to the custody of transcripts, the argument of causes and as to the notices to attorneys of the disposition of cases shall govern in this court.

CERTIFIED QUESTIONS.

14. When a certified question from a court of civil appeals is presented to the clerk of this court, he will file and docket it and send it at once to the consultation room. If the court should determine that the question is not properly certified under the statute, so as to give jurisdiction to answer it, it will be dismissed without a hearing. Otherwise, it will be set down for argument on a day to be fixed by the court in regular session.

MANDAMUS.

15. Parties desiring a writ of mandamus from this court are required to cause the petition therefor to be presented to the clerk of the court, accompanied with a motion that the same be filed and set down for a hearing, and also accompanied with such written argument in behalf of the motion as may be desired. The motion will be filed, and, together with the petition and argument, if any, will be sent at once to the consultation room for the action of the court. If the court should be

clearly of opinion that upon the facts stated in the petition the writ should not be awarded, the motion will be denied by an order made in open court and entered upon the minutes. Should the court not be of that opinion, an order will be passed and entered, requiring the petition to be filed and fixing a day for the hearing of the cause. The relator shall also file with his motion a bond with two or more good and sufficient sureties, to be approved by the clerk of this court, in the sum of \$50; or in case he be unable to pay the costs, or give security therefor, an affidavit in lieu of such bond. Such bond shall be conditioned, or in case of an affidavit, the affidavit shall be such as is required by the statutes for cost bonds or affidavit in lieu thereof, in suits in the district court.

RULES FOR THE COURTS OF CIVIL APPEALS.

TRANSCRIPTS.

1. The clerks of the courts of civil appeals shall receive the transcripts delivered and sent to them, and receipt for the same if required, but they shall not be required to take a transcript out of the postoffice, or an express office, unless the postage or charges thereon be fully paid. Upon receipt of the transcript it shall be the duty of the clerk to examine it in order to ascertain whether or not, in case of an appeal, notice of appeal and a proper appeal bond or affidavit in lieu thereof (where bond is required) have been given; and in case of a writ of error, whether or not the citation in error appears to have been duly served, and error bond or affidavit in lieu thereof (where such bond is required) appears to have been filed. If it seem to him that the appeal or writ of error has not been duly perfected he shall note on the transcript the day of its reception and refer the matter to the court. If, upon such reference, the court shall be of opinion that the transcript shows that the appeal or writ of error has been duly perfected, they shall order the transcript to be filed as of the date of its reception. If not, they shall cause notice of the defect to issue to the attorneys of record of the appellant or plaintiff in error, as the case may be, to the end that they may take steps to amend the record, if it can be done, for doing which a reasonable time shall be allowed. If the transcript do not show the jurisdiction of the court and if after notice it be not amended, the case shall be dismissed.

2. The clerk shall indorse his filing upon the transcript, of the date of its reception, if it comes to his hands properly indorsed, showing who applied for it, and to whom it was delivered, if presented within ninety days from the time the appeal or writ of error is perfected. But if it comes to his hands after the said date, or not so properly indorsed, he shall, without filing it, make a memorandum upon it of the date of its reception, and keep it in his office, subject to the order of the person who sent it, or to the disposition of the court. Said transcript shall not be filed until a satisfactory showing has been made to the court for

its not being properly indorsed, or for not being received by the clerk in proper time; and upon this being done it may be ordered by the court to be filed, upon such terms as may be deemed proper, having respect to the rights of the opposite party.

3. Either party may file the transcript for which he has applied to the district clerk, and which has been delivered to him; both of which facts must appear on the transcript by the indorsement of the district clerk. If the indorsement shows that it was applied for by one party and delivered to the other, it must be shown by the indorsement of the clerk, or otherwise, to entitle it to be properly filed as the transcript of the party to whom it was delivered, and that it was delivered to one by the consent of the other, as each party has the sole right to the transcript which he applied for to be made out for him; and if it is so filed without that fact being shown, the court may strike the case from the docket as improperly filed, upon its own inspection, or upon motion of the party to whom the transcript belonged.

4. If both parties file transcripts within the proper time — which they may do — and that of the appellant or plaintiff in error is properly made and indorsed, it shall be regarded by the court as the transcript of the record in the case, and the court will grant the appellee or defendant in error leave to withdraw that filed by him for his own use.

5. If but one party file his transcript in proper time, that shall be regarded as the transcript of the record in the case.

6. From the time when the transcript, properly made out and indorsed, is filed, it will cease to belong to either party, but will become a record of the court, subject to its control and disposition.

7. Transcripts in appeal from judgments in proceedings in quo warranto shall be filed in the Court of Civil Appeals within twenty days after appeal is perfected, and the first Tuesday following such twentieth day shall be the day for filing motions in such cases.

7a. If the transcript when filed in the Court of Civil Appeals shall not be indexed, as required by rule 92 of the rules for the government of the district courts, the Court of Civil Appeals may cause a proper index to be made by the clerk of their court, and shall cause the costs of the same to be taxed against the plaintiff in error or appellant, as the case may be.

MOTIONS.

8. All motions relating to informalities in the manner of bringing a case into court shall be filed and entered by the clerk on the motion docket at least forty-eight hours before 10 o'clock a. m. of the day on which "the cause is set for a hearing," under section 23 of the act entitled "An act to organize the courts of civil appeals, to define their jurisdiction and powers, and to prescribe the mode of procedure therein," approved April 13, 1892; otherwise the objection shall be considered as waived if it can be waived by the party; such filing and docketing will be sufficient notice of the motion.

9. Motions to dismiss for want of jurisdiction to try the case, and for such defects as defeat the jurisdiction in the particular case, and cannot be waived, shall also be made, filed and docketed at said time, which filing and docketing shall be notice of the motion; *provided*, however, if made afterward, they may be entertained by the court, after such notice to the opposite party as the court may deem proper to have been given under the circumstances.

10. Motions, made either to sustain or defeat the jurisdiction of the court, dependent on facts not apparent in the record and not *ex officio* known to the court, must be supported by affidavits or other satisfactory evidence.

11. Motions for certiorari to perfect the record shall also be made in the time required in rule 8. They must be accompanied with a sworn statement showing a necessity for the same, unless the record shows it, the filing and docketing of which shall be notice of the same. If made afterward, they will be entertained only upon such terms and upon such notice as the court may deem proper. Unless reason appear to vary the rule, the party applying, in all cases, will be taxed with the costs.

12. Motions made to postpone the case to a future day, or to continue it until the next term, unless consented to by the opposite party, shall be supported by sufficient cause, verified by affidavit, unless such sufficient cause is apparent to the court.

13. The motion docket shall be called on the day of each week next before the day set apart for the submission of causes, when the motions filed and docketed according to the preceding rules will be in order for submission at the instance of either party and if not submitted then, may be submitted at the regular call of the trial docket, unless sooner called up and disposed of.

14. The arguments of counsel upon all motions shall be confined to a brief explanation of the grounds in the motion, so as to make them intelligible to the court, with a reference to the statutes and decisions relating thereto, unless further argument is requested by the court.

15. The clerk, upon filing and docketing a motion, will indorse upon the motion its number and the number of the case to which it belongs, which shall also be entered in the motion docket, together with the attorney's name who makes the motion. Any opposition in the way of answer to said motion by the opposite party may be filed, and in like manner indorsed and noted in the motion docket, and the name of the attorney therein entered.

THE DOCKET.

16. The clerk, before the regular call of the trial docket, shall have the file number indorsed on each transcript. Where briefs have been filed in a case, the name of the attorney or attorneys signed to the brief shall be entered by the clerk on the trial docket, opposite the name of

the appropriate party, and that shall indicate to the court who appears for such party in the cause.

17. The clerk shall not make such entry of an attorney's name until he shall have filed his briefs; but he shall permit any attorney who desires to make an appearance in the case before he files his briefs, or without filing them at all, to place his name, in his own handwriting, upon the trial docket, opposite the name of the party for whom he appears, and that shall be regarded by the court as having whatever effect is given to the mere appearance of a party to a case in court without brief filed.

18. The court will not enter upon the docket the names of attorneys in a case, but counsel desiring their names entered shall see that it is done under the foregoing rule before the case is called.

19. Counsel desiring to call the attention of the court to a case on the motion docket or trial docket, not then called in its regular order, must, before doing so, provide himself with the number of the case on the docket.

CALLING THE DOCKET.

20. The trial docket will be called in regular order, according to the filing of the cases as they stand thereon, commencing with the first of those that have not been previously submitted, but the court shall not be required to take the submission of a case until the business on hand will admit of a prompt disposition after the submission has been taken.

21. Upon the call of the trial docket for the submission of cases, either party may submit a cause if it appears to have been properly prepared for submission on his part, unless, for good cause, the court shall postpone the hearing to a further day, or by agreement of counsel to a future day of the term, which will not be done so as to interfere with the business of the court. This rule is subject to exceptional cases given a preference to under some law or rule of the court, and to the action of the court on motions for the postponement and continuance of causes.

PREPARING A CAUSE FOR SUBMISSION.

22. A cause will be properly prepared for submission only when a transcript of the record exhibits a cause prepared for appeal in accordance with the rules prescribed for the government of the district and county courts, and filed in the court under the rules, with briefs of one or of both the parties, in accordance with the rules for the government of the court.

23. Said record should contain an assignment of errors as required by the statute. If it does not, the court will not consider any error but one of law that may be apparent upon the record, if the judgment is one that could legally have been rendered in the lower court and affirmed in the appellate court.

24. The assignment of errors must distinctly specify the grounds of error relied on, and a ground of error not distinctly specified, in reference to that which is shown in the record, or not specified at all, shall be considered as waived, unless it be so fundamental as that the court would act upon it without an assignment of errors, as mentioned in rule 23.

25. To be a distinct specification of error, it must point out that part of the proceedings contained in the record in which the error is complained of, in a particular manner, so as to identify it, whether it be the rulings of the court upon a motion, or upon any particular part of the pleadings, or upon the admission or the rejection of evidence, or upon any other matter relating to the cause or its trial, or the portion of the charge given or refused, the fact or facts in issue which the evidence was incompetent or insufficient to prove, the insufficiency of the verdict or finding of the jury, if special, and the particular matter in which the judgment is erroneous or illegal, with such reasonable certainty as may be practicable, in a succinct and clear statement, considering the matter referred to.

26. Assignments of error which are expressed only in such general terms as that the court erred in its rulings upon the pleadings, when there are more than one, or in its charge, when there are a number of charges, or the verdict is contrary to law, or to the charge of the court, and the like, without referring to and identifying the proceedings, will not be regarded by the court as a compliance with the statute requiring the grounds to be distinctly specified, and will be considered as a waiver of errors, the same as if no assignment of errors had been attempted to be filed.

27. In cases submitted to the judge upon the law and facts, the assignments of error shall be governed by the same rules as in other cases, and the party desiring to appeal should, as a predicate for specific assignments of error, request the judge to state in writing the conclusions of fact found by him separately from the conclusions of law. And in agreed cases under the statute the foregoing rules as to assignments of error shall be complied with as far as practicable.

28. There will be no assignments of error allowed in the appellate court when none has been filed in the lower court, unless by consent of parties.

BRIEFS.

29. The appellant, or plaintiff in error, in order to prepare properly a case for submission when called, shall have filed a brief of the points relied on in accordance with and confined to the distinct specifications of error (which assignments shall be copied in the brief) and to such fundamental errors of law as are apparent upon the record, each ground of error being separately presented under the proper assignment; and each assignment not so copied and accompanied with its appropriate propositions and statements shall be regarded as abandoned. The as-

signments as presented in the brief shall be numbered from the first to the last in their consecutive order: but it is not required that they shall be presented in the order in which they appear in the original assignment of errors filed in the office of the clerk of the trial court, and the numbers of such original assignments may be disregarded.

30. The appellant or plaintiff in error, in preparing his brief, shall make a preliminary statement in general terms of the nature and result of the suit, such, for example, as the following: "This was an action of trespass to try title, which was brought by the appellant against the appellee and in which judgment was rendered for the defendant." This may, at the option of counsel for the appellant or plaintiff in error, be followed by a brief statement of the case and such other matters as may be deemed proper as an introduction to the assignments of error. Then shall follow the assignments. Each point under each assignment shall be stated as a proposition unless the assignment itself may sufficiently disclose the point, in which event it shall be sufficient to copy the assignment.

31. To each of said propositions there shall be subjoined a brief statement, in substance, of such proceedings, or part thereof, contained in the record, as will be necessary and sufficient to explain and support the proposition, with a reference to the pages of the record. This statement must be made faithfully, in reference to the whole of that which is in the record having a bearing upon said proposition, upon the professional responsibility of the counsel who makes it, and without intermixing with it arguments, reasons, conclusions or inferences. But an argument bearing only on the propositions submitted may follow each statement. But it shall be neither necessary nor proper to repeat in such statement what has already been presented in the general preliminary statement required by the preceding rule. It shall be sufficient in such case to refer to such preliminary statement by the page or pages of the brief on which the particular matter is found.

32. The propositions, if more than one under one ground of the assignment, shall refer to it, and be stated separately.

33. In a proposition relating to the error of the court in overruling a motion for a new trial or to arrest the judgment, in which there are several grounds, the particular ground or grounds should be referred to with the appropriate explanation; and if the same grounds of error have been presented in other propositions, it will be unnecessary to repeat them.

34. In propositions relating to fundamental errors of law apparent upon the record, enough must be stated to make the error of law which pervades the case obviously apparent, without requiring the court to search through the record to find errors, which they will not do unless properly pointed out, if the judgment is one which the trial court is competent to render in such a case.

35. When the assignments of error are numerous counsel should present propositions on those which are most important in the determi-

nation of the case, waiving those that cannot control the result of the decision in this court — amongst which may be classed those involving questions of fact, wherein the evidence is so preponderating, or so conflicting, as that the court, under well established rules of decision, would not set aside the verdict of the jury or judgment of the court upon them.

36. There should be annexed to each proposition, with its statement, and at the end of it, a reference simply to the authorities relied on, if any, in support of it, in the following order, to wit: The statutes and decisions of this State; the statutes and decisions of the United States, if they are applicable to the case; elementary authorities; other decisions in the American and English courts. In citing decisions, those most nearly in point should be cited first, and they should not, usually at least, be so numerous as to require a waste of time in their examination.

37. The brief of the parties, framed in accordance with these rules, must be signed by the party or his counsel; and if by counsel, it shall appear for and on behalf of what party or parties, by name, it is signed; and the copies thereof filed in the appellate court shall be plainly written or printed, and if it covers more than eight pages of foolscap they shall be printed.

38. Such brief may be amended by a citation of additional authorities to the respective points or propositions made in it, which must be filed and notice of it given to the counsel for the opposite party, if in attendance, one day before the case is called. No other amendment to the brief shall be allowed by the court, unless it is or can be done without injustice or unreasonable inconvenience being thereby imposed on the other party.

39. The failure of appellant or plaintiff in error to file an assignment of errors and briefs in the lower court, and in the appellate court in the time and in the manner prescribed by law and by the rules, shall be ground for dismissing the appeal or writ of error for want of prosecution, by motion made by appellee or defendant in error, as other motions under rule 8, unless good cause is shown why it was not done in the time and manner as prescribed, and that they have been filed at such time and under such circumstances as that the appellee or defendant in error has reasonably not suffered any material injury in the defense of the case in the appellate court. In deciding said motion the court will give such direction to the case as will cause the least inconvenience or damage from such failure so far as practicable.

40. When it shall be found that the rules prescribed for the preparation of a case for submission have been fully complied with by the appellant or plaintiff in error, the court will, in its discretion, regard this brief as a proper presentation of the case, without an examination of the record as contained in the transcript, and may found its decision thereon, unless the appellee or defendant in error shall, by the time of calling of the case, file in the appellate court copies of his brief, to be there kept with the transcript, containing his objections, succinctly and

definitely, to the grounds of error as presented in the propositions of appellant or plaintiff in error in his brief, taking up each of them in order, and stating such other matters contained in the record, in the mode prescribed for appellant and plaintiff in error, as may sustain his objection to each; to which may be added propositions of his own, supported by like statements of what is in the record, so as to present his view of the case, citing the proceedings in the transcript, with the pages, when practicable, to which he refers in his statement.

41. Whatever of the statements of the appellant or plaintiff in error in his brief is not contested, will be considered as acquiesced in. To each of his said objections or propositions may be annexed his authorities, cited in the order indicated for the brief of appellant or plaintiff in error.

41a. On or before the day fixed for the hearing of the cause as prescribed by section 23 of the act hereinbefore referred to, and before the opening of the court, four copies of the brief of each of the parties required to be filed in the office of the clerk of the trial court, shall be filed with the papers in the cause in the office of the clerk of the Court of Civil Appeals.

42. When appellant or plaintiff in error has failed to prepare the case for submission, by the omission of what is required after bond or affidavit filed for appeal and for writ of error with citation served, the appellee or defendant in error, before the call of the case, may file in the appellate court a brief in the manner required of the appellant or plaintiff in error — except that his propositions will be shaped so as to show the correctness of the judgment — which the court may, in its discretion, regard as a correct presentation of the case, without examining the record further than to see that the judgment is one that can be affirmed upon the view of the case as presented by appellee or defendant in error. The appellee or defendant in error shall be entitled to the custody of the transcript after it is filed in the appellate court, for the purpose of preparing his brief.

43. The appellee or defendant in error may submit the record upon a suggestion of delay, upon making a brief statement of the character of the suit, the proceedings therein, and the judgment rendered, which will be required in every case of such submission when appellant or plaintiff in error has filed no brief. If this is done in a case properly prepared for submission by appellant or plaintiff in error, it will be considered an acquiescence in the statement of appellant or plaintiff in error, in his brief, as to the contents of the record, and as merely a denial of the legal consequences contended for by the appellant or plaintiff in error, unless the appellee or defendant in error shall also file a brief, as heretofore provided, which he may do. If the appellant or plaintiff in error has not prepared the case for submission, the record will be examined sufficiently to ascertain that it is or is not properly a delay case, and if found to be a plain case of delay, it will be acted on as such; but if not, it will be reversed or referred back for a brief, or

brief and argument, on one or both sides, as may be directed. In deciding under this rule, where the case has not been prepared for submission by the appellant or plaintiff in error, the court will be required to look only to the substantial merits as they may appear in the record.

44. When affirmance is asked upon certificate filed, there need be nothing more than a request for affirmance, signed by the party or his counsel. It shall not be submitted sooner than one week after being filed, if the court should be in session that length of time. The appellee or defendant in error may be heard on a motion to dismiss the certificate, or on a motion to file the transcript of the record, or on a motion to set aside the judgment rendered, as in other cases of rehearing.

DEFECTIVE BRIEF.

45. In all cases wherein the brief or briefs are found insufficient, either in a proper presentation of the facts or proceedings in the case, or in the reference to the authorities, so as to enable the court to decide the case, the court may set aside the submission and refer it back, with such orders for postponement, filing of briefs, reference to authorities, by one or both parties, and reargument, written or oral, as may be deemed proper. If, however, one party has fully complied with the rules and has filed a satisfactory brief that will enable the court to decide the case, and the other party is in default, and has not filed a satisfactory brief in accordance with the rules, the court may, in its discretion, disregard the latter party's brief, as if not filed in the case, and act upon that alone which has been filed in accordance with the rules.

AGREEMENTS OF COUNSEL.

46. All agreements of parties or their counsel relating either to the merits or conduct of the case in the court, or in reference to a waiver of any of the requirements prescribed by the rules, looking to the proper preparation of an appeal or writ of error for a submission, shall be in writing, signed by the parties or their counsel, and filed with the transcript or be contained in it, and, to the extent that such agreement may vary the regular order of proceeding, shall be subject to such orders of the court as may be necessary to secure a proper preparation for a submission of the case.

ARGUMENTS OF COUNSEL.

47. When the case is properly prepared for submission any party who has filed briefs in accordance with the rules prescribed therefor may, upon the call of the case for submission, submit an argument to the court, either oral or plainly written or printed, which, if written or printed, may be left on file with the transcript, copies of which need not be furnished unless printed.

48. The arguments must be upon the disputed points, whether of law or fact, in support of the propositions relied on, on one side, and objections and counter-propositions on the other, and it must be confined to them, avoiding any reference or comment upon positions taken in the trial court, or to other extraneous matters not involved in or pertaining to that which is found in the record.

49. In referring to statutes, that part directly bearing upon or relevant to the position, should be read at the bar, or stated in the written or printed arguments, and in citing elementary books or decisions of courts, the principle should be stated, or so much should be read or stated as bears directly on or tends to maintain the proposition for which it is cited in the brief.

50. After the case has been presented to the court by such explanation as may be necessary, each side may be allowed an hour in argument at the bar, with twenty minutes more in conclusion by the appellant; and, after being so presented, if the magnitude or importance of the case or the difficulty of the questions seem to require it, a longer time may be allowed. Not more than two counsel on each side will be heard, except upon leave of the court.

51. If counsel for but one party has filed briefs, an argument by him may be allowed, conformably to the preceding rules, as nearly as practicable, under the direction of the court.

52. Counsel who argue a case at the bar will be expected to be able to answer questions propounded by the members of the court, relating to the matters contained in the record, and to the laws or authorities cited in the argument.

53. Should it be apparent, during the progress of the trial, or afterward, that the case has not been properly prepared, as shown in the transcript, or properly presented in the brief or briefs, or that the law and authorities have not been properly cited, which will enable the court to decide the case, it may decline to receive the submission, or, if received, may set it aside and make such orders as may be necessary to secure a more satisfactory submission of the case; or should it appear to the court after the submission of the cause, that the statement of facts has been prepared in violation of the rules, the court may require the plaintiff in error or appellant to furnish four printed copies of such statement of facts, and upon his failure to do so may disregard it. If the violation of the rule be flagrant, the court may disregard the statement of facts altogether, unless counsel for the appellant or plaintiff in error shall make it appear by affidavit or otherwise, that he prepared a statement giving what, in his opinion, he deemed a fair presentation of the evidence, prepared in accordance with the rules, and that he was unable to get it agreed to or approved. But should counsel for appellant or plaintiff in error show that he has used due diligence to have a proper statement of facts signed and approved, and that the statement of facts as prepared is the result of the fault of the counsel for the

opposite party, such as his failure or refusal to agree to a proper statement presented to him, the costs of printing the statement, if ordered, shall be taxed against the appellee, or defendant in error, as the case may be.

53a. If after the submission of the cause the court find that the transcript is not prepared as required by the rules, and that it contains matter which should not have been incorporated therein, the court may in their discretion decline to proceed further with the case until the appellant or plaintiff in error presents a copy of the transcript from which all foreign matters have been omitted, and the court may, in addition thereto, require that such copy shall be printed, and in case of the failure of such party to comply with the court's order within a reasonable time, to be specified in such order, the case shall be dismissed.

54. When a case has been properly prepared for submission and a satisfactory oral argument has been made, the court will promptly announce its judgment, if practicable, at the next succeeding session of the court, and, when deemed necessary, deliver a written opinion, if not then, at some other time during the term of the court.

CUSTODY OF TRANSCRIPT.

55. Neither the transcript nor any of the papers in a case shall be withdrawn from the custody of the clerk, nor taken from his office or the court room without a receipt left therefor.

56. Cases, while under submission, either on the merits of the appeal or on motion, are no longer under the control of the attorneys; and, while so under submission, the clerk will not let the transcripts of such cases go out of his office, except on the order of one of the justices of the court. While not under submission, either before submission or after decision, the parties or their attorneys may, by complying with rules 55 and 60, obtain possession of the transcript; provided, however, that when a case has been decided upon the merits of the appeal, no one, except the losing party or his attorney, shall be allowed to take the transcript out of the clerk's office until after said party has filed his motion for a rehearing, or until after the time for filing such motion has expired.

57. Original papers sent up with the transcript by order of the trial court for the inspection of the appellate court will be retained in the office, and will not be allowed to go out of the custody of the clerk, except by order of one of the justices of the court, which order must be filed with the papers of the cause.

58. The clerk shall furnish the parties and counsel with an opportunity, when reasonably applied to for that purpose, to inspect the records, judgments, papers, opinions, books and dockets in his office in which they may be interested; but he shall not be required to permit copies thereof to be taken without his consent. He shall upon tender of reasonable compensation give certified copies of the records of his office.

59. The clerk shall be responsible for every transcript or other paper, in a cause, that is missing from his office, unless he can produce the receipt of an attorney for the same, or otherwise show, by satisfactory evidence, that some one took it from his custody, or from the court room, without his consent, or that said transcript had passed into the hands of one of the justices of the court, and had not been returned to his custody.

60. No attorney shall take, or suffer to be taken, any transcript or other paper for which he has receipted out of the reach of the court so that it cannot be produced in court or in the clerk's office when it is needed.

61. The reporter shall have access to the minutes and judgments of the court, and shall have custody of the transcripts, briefs and opinions so long as may be necessary to discharge his duties as reporter.

62. In all cases in which appeals or writs of error are dismissed, the appellant, or party filing the transcript, without further leave of the court, shall have the right to withdraw the transcript, unless it contains original papers belonging to an adverse party, in which event leave of court shall be had before such original papers are withdrawn.

REHEARING IN THE COURTS OF CIVIL APPEALS.

63. Motions for rehearing shall be made and conducted strictly in accordance with the statute, which describes the manner of this proceeding.

64. Where a court of civil appeals adjourns for the term within less than fifteen days after the rendition of judgment, the issuance of the mandate shall, unless otherwise ordered, be withheld until the expiration of said period; and if, within that period, an application for rehearing shall be presented to the clerk of the court at that place, the issuance of mandate shall be further withheld to await the action of the court on said application.

65. Upon the rendering of the judgment in the Court of Civil Appeals, as well as upon the making of an order overruling the motion for a rehearing, the clerk shall immediately give notice by postal card to the attorneys of the respective parties of the disposition made of the cause or of the motion, as the case may be, for which service he shall tax the usual fee as a part of the costs in the case. But the mailing of such notices shall not relieve the parties of the responsibility of taking notice of the disposition of the cause or motion, and the failure to receive a notice so mailed shall be no excuse for delay in taking such future action as may be desired in reference to the case within the time prescribed by the statutes and rules.

66. Upon the presentation to him of an application for a writ of error the clerk of the Court of Civil Appeals shall withhold the mandate until properly advised of the disposition of the case by the Supreme Court.

67. Whenever a court of civil appeals shall decide any question

which may come before it for determination and shall deliver a written opinion thereon, and shall, upon a motion for a rehearing or upon their own motion, certify such question for the decision of the Supreme Court, the original opinion or a copy thereof, as well as a copy of the briefs of counsel on file in such court, shall accompany the certificate sent up to the court. If the original opinion be sent up it shall be the duty of the clerk, when he sends down the answer to the question, to accompany the same with such original opinion.

RULES FOR THE COURT OF CRIMINAL APPEALS.

1. The clerks of the Court of Criminal Appeals shall be governed by the rules applicable to the clerks of the Courts of Civil Appeals, except where a different rule may be prescribed by statute.

2. The rules governing motions, arguments of counsel and applications for certiorari to complete the record as prescribed for the Courts of Civil Appeals shall apply to the Court of Criminal Appeals.

RULES FOR THE DISTRICT AND COUNTY COURTS.

PLEADINGS.

1. The pleadings in the district and county courts shall, as prescribed by statute, be by petition and answer.

2. Pleadings, with the exception of those presenting issues of law, must be a statement of facts, in contradistinction to a statement of evidence, of legal conclusions, and of arguments. Facts are adequately represented by terms and modes of expression wrought out by long judicial experience, perpetuated in books of forms, in law and equity, which, though not authoritatively requisite, may generally be adopted as safe guides in pleadings. In case of a violation of this rule, to such an extent as to produce confusion, uncertainty and unnecessary length in pleading, the court may require the matter set up to be repleaded, so as to exclude the superfluous parts of it from the record.

THE PETITION.

3. The petition of plaintiff shall consist of an original petition, and such supplemental petitions as may be necessary in the course of pleading by the parties to the suit, to enable the plaintiff to state all the facts presenting his cause of action, and such other facts as may be required to rebut the facts that may be set up in the original and supplemental answers, as pleaded by the defendant. The original petition and the supplemental petitions shall be indorsed, so as to show their respective positions in the process of pleading, as "original petition," "plaintiff's first supplemental petition," "plaintiff's second supplemental petition," and so on, to be successively numbered, named and indorsed.

ORIGINAL PETITION.

4. The plaintiff, in the original petition, in addition to the names and residences of the parties and the relief sought, may state all of his facts, so as to present together different combinations of facts, amounting to a cause or causes of action, as has been the usual practice, or he may state the cause or causes of action in several different counts, each within itself presenting a combination of facts, specifically amounting to a single cause of action, which, when so drawn, shall be numbered, so that an issue may be formed on each one by the answer.

PLAINTIFF'S SUPPLEMENTAL PETITION.

5. The plaintiff's supplemental petitions may contain exceptions, general denials and the allegations of new facts not before alleged by him, in reply to those which have been alleged by the defendant.

THE ANSWER.

6. The answer of defendant shall consist of an original answer, and such supplemental answers as may be necessary, in the course of pleading by the parties to the suit, to enable the defendant to state all of the exceptions and facts, presenting his defense, as contained in his original answer, or his cross-action, if one be set up in the original answer, and such other facts as may be required to rebut the facts that may be stated in the original and supplemental petitions as pleaded by the plaintiff. The original answer and the supplemental answers shall be indorsed, so as to show their respective positions in the process of pleading, as "original answer," "defendant's first supplemental answer," "defendant's second supplemental answer," and so on, to be successively numbered, named and indorsed.

ORIGINAL ANSWER.

7. The original answer may consist of pleas to the jurisdiction, in abatement, of privilege, or any other dilatory pleas; of exceptions, general and special; of general denial, and any other facts in defense by way of avoidance or estoppel, the same being pleaded in the due order of pleading, as required by statute: and it may present a cross-action, which to that extent will place defendant in the attitude of a plaintiff. Facts in avoidance and estoppel may be stated together, or in several special pleas, each presenting a distinct defense, and numbered so as to admit of separate issues to be formed on them.

SUPPLEMENTAL ANSWERS.

8. The defendant's supplemental answers may contain exceptions, general denial, and the allegations of new facts, not before alleged by him, in reply to that which has been alleged by the plaintiff.

9. The original petition, first supplemental petition, second supple-

mental petition, and every other, shall each be contained in one instrument of writing, and so with the original answer and each of the supplemental answers.

10. Each supplemental petition or answer, made by either party, shall be a response to the last preceding pleading by the other party, and shall not repeat the facts formerly pleaded further than is necessary as an introduction to that which is stated in the pleading then being drawn up. These instruments, to wit, the original petition and its several supplements, and the original answer and its several supplements, shall, respectively, constitute separate and distinct parts of the pleadings of each party; and the position and identity, by number and name, with the indorsement of each instrument, shall be preserved throughout the pleadings of either party.

11. Each party who files a supplement of any number (as first, second, third, and so on), shall give notice thereof by asking leave of the court, and filing the same amongst the papers of the cause, with the appropriate indorsement thereon, indicating its number and name.

AMENDMENT.

12. An amendment may be made by either party, upon leave of the court for that purpose, or in vacation, as prescribed by statute — the object of an amendment, as contradistinguished from a supplemental petition or answer, being to add something to, or withdraw something from, that which has been previously pleaded, so as to perfect that which is or may be deficient, or to correct that which has been incorrectly stated by the party making the amendment.

13. The party amending shall point out the instrument, with its date, sought to be amended, as "original petition," or "plaintiff's first supplemental petition," or others filed by the plaintiff, or as "original answer," or "defendant's first supplemental answer" or others filed by the defendant, and amend such instrument by preparing and filing a substitute therefor, entire and complete in itself, to be styled and indorsed, "amended original petition," or "amended first supplemental petition," or "amended original answer," or "amended first supplemental answer," and so on, accordingly as said instruments of pleading are designated in rules 3 and 6.

14. Unless the substituted instrument shall be set aside on exceptions for a departure in pleading, or on some other ground, the instrument for which it is substituted shall no longer be regarded as a part of the pleading in the record of the cause, unless some error of the court in deciding upon the necessity of the amendment, or otherwise in superseding it, be complained of, and exception be taken to the action of the court, or unless it be necessary to look to the superseded pleading upon a question of limitation.

15. When either party may have occasion to plead new facts, additional to those formerly pleaded by him, which constitute an additional

cause of action or defense permissible in the suit, he shall present it as an amendment to the original petition, or original answer (unless it is in its nature a response to some pleading of the opposite party), by substitution, with the proper number, name and indorsement, in the same manner as other amendments.

16. When either supplement or amendment made to pleading is of such character, and is presented at such time as to take the opposite party by surprise (to be judged of by the court), it shall be cause for imposing the cost of the term upon, and charging the continuance of the cause (both or either) to the party causing the surprise, if the other party demand it, and shall make a satisfactory showing, or if it otherwise be apparent that he is not ready for trial, on account of said supplement or amendment being allowed to be filed by the court.

EXCEPTIONS TO PLEADINGS.

17. General exceptions shall point out the particular instrument in the pleadings, to wit, the original petition or answer, or the respective supplements to either; and in passing upon such general exception every reasonable intendment arising upon the pleading excepted to shall be indulged in favor of its sufficiency.

18. A special exception shall not only point out the particular pleading excepted to, but it shall also point out intelligibly the obscurity, inconsistency, duplicity, generality or other insufficiency in the allegations in the pleading objected to. The general expression that it is vague, uncertain, and the like, alone shall be regarded as no more than a general exception.

EXHIBITS IN PLEADING.

19. Notes, accounts, bonds, mortgages, records and all other written instruments, constituting, in whole or in part, the cause of action sued on, or the matter set up in defense, may be made a part of the pleadings by copies thereof, or the originals, being attached and referred to as such, in aid and explanation of the allegations in the petition or answer made in reference to said instruments, but will not thereby relieve the pleader from making the proper allegations of which said exhibits may be the evidence, in whole or in part. No other instrument of writing, such as a deed, will, document, record of court, or agreement, which is not sued on as a cause of action by plaintiff, or set up as matter relied on in defense by defendant, but is designed to be used only as evidence of some fact that is alleged, shall be made an exhibit in the pleading; and when it shall be so attempted, by attaching such instrument and referring to it as such, the court will, of its own motion, or at the instance of a party, cause the instrument to be detached from the pleading and adjudge it to constitute no part thereof, by an order of court entered of record, at the cost of the party violating this rule, so as to prevent the pleadings from being incumbered with that which is or may be only the evidence in the case.

20. The office of a general denial by the defendant is to throw the burden of proof, as to the allegation denied, on the plaintiff. The defendant cannot be permitted under this plea to introduce special matters in avoidance or estoppel, in evidence for his defense. And the same rule prevails when it is filed by plaintiff to facts in the cross-action or answer of defendant.

MOTIONS.

21. The clerk shall keep a motion docket in which all motions, when filed, shall be placed, with the names of the parties and counsel, with the date of filing and its number and the number of the case, which filing shall be considered notice of said motion before the continuance or final disposition of the case for the term, except where it is otherwise provided for by statute.

22. The court will set apart a particular day each week of the term when the motions previously made, in which proper notice has been given, shall be determined, if urged, unless for good cause they are postponed to a day during the term, or continued by consent to the next term.

23. When notice shall be given of objections to the form or manner of taking and returning depositions, either party may require it to be put on the motion docket and tried as other motions; *provided*, if not tried sooner, it shall be decided before either party shall be required to announce readiness for trial on the facts.

DILATORY PLEAS, MOTIONS AND EXCEPTIONS, WHICH DO NOT GO TO THE MERITS OF THE CAUSE.

24. All dilatory pleas and all motions and exceptions relating to a suit pending, which do not go to the merits of the case, shall be tried at the first term to which the attention of the court shall be called to the same, unless passed by agreement of parties with the consent of the court; and all such pleas and motions shall be first called and disposed of before the main issue on the merits is tried.

MOTIONS AND EXCEPTIONS TO MERITS.

25. All motions which go to the merits of the case, and all exceptions, general and special, which relate to the substance or to the form of the pleadings, shall be decided at the first term of the court, when the case is called in the regular order for trial on the docket, if reached, whether there be an announcement on the facts or not, unless passed by agreement of parties with the consent of the court.

CALL FOR TRIAL.

26. When the case is called for trial the exceptions, if any remain undisposed of, shall be presented for determination, and shall then be decided before proceeding to the trial of the case on the facts, and if

not presented, they shall be adjudged by the court to have been waived, and shall be so entered on the minutes of the court, the cost of filing to be taxed against the party filing them, and they shall constitute no part of the final record, unless some question be raised upon the action of the court in reference to them, and they are presented in a bill of exceptions.

27. When the exceptions have been presented and decided leave may be granted to either or both parties to file an amendment in one instrument of writing separate from those which had been previously filed by each, which shall close the pleadings in the case to be then determined by the court, so as to decide all the questions of sufficiency arising upon them. In making this amendment the party shall refer distinctly to such instrument as he desires to amend, by name and number, as in the other amendments, without repleading the whole of it, but shall succinctly state such additional facts to be added thereto as he may desire, and this amendment shall be styled and indorsed, "plaintiff's" or "defendant's trial amendment;" but if the case should not be then tried the party or parties shall replead, as in other cases of amendment.

28. When the questions of law, if any, have been determined by the court, the judge may, before proceeding to trial, by the aid of the counsel, have the pleadings that have been held sufficient, or have not been excepted to, read over, if deemed necessary, and make a brief memorandum of the facts stated, or issue presented in the pleadings, and may read them out before the trial commences, so as to inform the parties of the view which is entertained by the judge of the matters of fact in issue as presented by their pleadings.

29. The court, when deemed necessary in any case, may order a repleader on the part of one or both of the parties, in order to make their pleadings substantially conform to the rules.

30. These rules of pleading shall apply equally, so far as it may be practicable to apply them, to interveners and to parties, when more than one, who may plead separately.

TRIAL OF THE CASE.

31. The plaintiff shall have the right to open and conclude, both in adducing his evidence and in the argument, unless the burden of proof of the whole case under the pleadings rests upon the defendant, or unless the defendant, or all of the defendants, if there should be more than one, shall, after the issues of fact are settled and before the trial commences, admit that the plaintiff has a good cause of action as set forth in the petition, except so far as it may be defeated, in whole or in part, by the facts of the answer constituting a good defense, which may be established on the trial; which admission shall be entered of record, when the defendant, or the defendants, if more than one, shall have the right to open and conclude in adducing the evidence and in the argument of the cause.

32. The court shall not be required to allow a case to go to trial on the facts, when the pleadings are obviously so defective that a material issue has not been formed, and in such case the court shall call the attention of the parties to such immaterial or defective issue, so that the time of the court may not be wasted.

33. A party who abandons any part of his cause of action or defense, as contained in the pleadings, may have that fact entered of record, so as to show that the matters therein were not tried, and he shall be taxed with the cost incurred upon such pleading so abandoned. He shall also be taxed with the cost incurred upon pleading, in support of which no evidence was offered, to be determined by the court on motion at the term of the trial, and not afterward.

COUNSEL AND ARGUMENTS.

34. Counsel for plaintiff, or for defendant, when he holds the affirmative of the issue, shall have the right to open and conclude, but if he waives the right to open the argument he shall not have the right to conclude. This rule will apply to motions, exceptions to evidence, and all other matters presented to the court, except in rules to show cause, in which the party called on shall begin and end his cause.

35. An application for first continuance shall not be argued.

36. In all arguments, and especially in arguments on the trial of the case, the counsel opening shall present his whole case as he relies on it, both of law and facts, and shall be heard in the concluding argument only in reply to the counsel on the other side.

37. Counsel for an intervener shall occupy the position in the argument assigned by the court, according to the nature of the claim.

38. Arguments on questions of law shall be addressed to the court, and counsel shall state the substance of the authorities referred to without reading more from books than may be necessary to verify the statement. On a question on motions, exceptions to the evidence and other incidental matters, the counsel will be allowed only such argument as may be necessary to present clearly the question raised, and refer to the authorities on it, unless further discussion is invited by the court.

39. Arguments on the facts should be addressed to the jury, when one is impaneled in a case that is being tried, under the supervision of the court. Counsel shall be required to confine the argument strictly to the evidence and to the arguments of opposing counsel. Mere personal criticism by counsel upon each other shall be avoided, and, when indulged in, shall be promptly corrected as a contempt of court.

40. Side-bar remarks and remarks by counsel of one side, not addressed to the court, while the counsel on the other side is examining witness or arguing any question to the court, or addressing the jury, will be rigidly repressed by the court.

41. The court will not be required to wait for objections to be made when the rules as to arguments are violated; but should they not be

noticed and corrected by the court, opposing counsel may ask leave of the court to rise and present his point of objection. But the court shall protect counsel from any unnecessary interruption made on frivolous and unimportant grounds.

42. It shall be the duty of every counsel to address the court from his place at the bar, and, in addressing the court, to rise to his feet; and while engaged in the trial of a case he shall remain at his place in the bar.

43. But one counsel on each side shall examine and cross-examine the same witness, except on leave granted.

44. No more than two counsel on each side shall be heard on any question or on the trial, except in important cases, and upon special leave of the court.

45. The attorney first employed shall be considered the leading counsel in the case and, if present, shall have control in the management of the cause, unless a change is made by the party himself, to be entered of record.

46. An attorney of record is one who has appeared in the case, as evidenced by his name subscribed to the pleadings or to some agreement of the parties filed in the case; and he shall be considered to have continued as such attorney to the end of the suit in the trial court, unless there is something appearing to the contrary in the record.

47. No agreement between attorneys or parties touching any suit pending will be enforced, unless it be in writing, signed and filed with the papers as part of the record, or unless it be made in open court and entered of record.

48. Counsel of the party for whom a judgment is to be rendered shall prepare the form of the judgment to be entered and submit it to the court.

49. Absence of counsel will be no good cause for continuance or postponement of the cause when called for trial, except to be allowed in the discretion of the court, upon cause shown or upon matters within the knowledge or information of the judge, to be stated on the record.

50. No attorney or other officer of the court shall be surety in any cause pending in the court, except under special leave of court.

51. Any attorney who shall bring a fictitious suit as an experiment to get an opinion of the court, or who shall file any fictitious pleading in a cause for such a purpose, or shall make statements in pleading, presenting a state of case which he knows to be groundless and false, for the purpose of securing a delay of the trial of the cause, shall be held guilty of a contempt; and the court, of its own motion, or at the instance of any party, will direct an inquiry to ascertain the facts.

52. After the court has pronounced its opinion upon a question made no further argument will be heard; but if counsel think the court has fallen into error as to law or fact they may submit a statement in writing, which the court will receive and consider.

BILLS OF EXCEPTION.

53. There shall be no bills of exception taken to the judgments of the court, rendered upon those matters, which, at common law, constitute the record proper in the case, as the citation, petition, answer, and their supplements and amendments, and motions for a new trial, or in arrest of judgment and final judgment.

54. The charges of the court that are given, and those asked that are refused, when signed by the judge and filed by the clerk, being made thereby a part of the record by statute, should not, in civil causes, be made a part of a bill of exceptions.

55. The rulings of the court upon applications for continuance and for change of venue, and other incidental motions, and upon the admission or rejection of evidence, and upon other proceedings in the case not embraced in the two preceding rules, when sought to be complained of as erroneous, must be presented in a bill of exceptions, signed by the judge and filed by the clerk, or otherwise made according to the statute, and they will thereby become a part of the record of the cause, and not otherwise.

56. Exceptions to evidence, admitted over objections made to it on the trial, may be embraced in the statement of facts, in connection with the evidence objected to, provided the statement of facts be presented to the judge within the time allowed for presenting bills of exceptions, and be filed in term time.

57. Exceptions to the admission of evidence on the trial, where no reason is assigned for objecting to it, shall not be sustained where the evidence is obviously competent and admissible, as tending to prove any of the facts put in issue in the pleadings; and in all cases the court, when deemed necessary, may call upon the party offering the evidence to explain the object of its admission, and also upon the party excepting, the reason of his objections, which, when done in either or both cases, may form a part of the bill of exceptions.

58. Exceptions to the admission of evidence, where the ground of objection is assigned, shall be considered in reference to the objection made to it, and the objection shall be stated in the bill of exceptions taken to its admission or exclusion.

59. Bills of exception must state enough of the evidence, or facts proved in the case to make intelligible the ruling of the court excepted to in reference to the issue made by the pleadings.

60. When exceptions are made to the admission or exclusion of the evidence on the trial before the court or before the jury, the exceptions will be then decided, after such argument as the court may allow, and a memorandum of the point ruled on will then be made by the judge, if the bills of exception are not then prepared and signed, which ordinarily should be done.

CHARGE OF THE COURT.

61. When the pleading of either or both parties contains several combinations of facts, either together or in several counts or pleas, each

of which constitutes a cause of action or ground of defense, and is sufficiently supported by the evidence to require a charge, and upon which an issue has been formed, the charge should be so framed as to present to the jury and require a finding by them upon the issue made, upon each of said combinations of facts so contained in the pleadings, which may be necessary to a decision of the case.

62. When a full charge upon the issues has been made, so far as the evidence adduced tending to establish them may require, the court should not encourage the asking of additional charges covering the same ground substantially, and charges asked and not given should not be read in the hearing of the jury, or taken by the jury in their retirement.

JUDGMENT.

63. The entry of the judgment should carefully recite the finding of the jury, or the several findings, if more than one, upon which the judgment of the court is based.

64. The entry of the judgment shall contain the full names of the parties, as stated in the pleadings, for and against whom the judgment is rendered.

65. Judgments rendered upon questions raised upon citations, pleadings and all other proceedings, constituting the record proper as known at common law, must be entered at the date of each term when pronounced.

66. A cause that has been submitted for trial to the judge on the law and facts shall be determined and judgment rendered therein during the term at which it has been submitted, and at least two days before the end of the term, if it has been tried and submitted one day before that time, unless it is continued after such submission for trial, by the consent of the parties placed on the record, and in such event a statement of facts and bills of exception shall be prepared and filed upon a request in writing by either party.

MOTIONS FOR NEW TRIAL AND IN ARREST OF JUDGMENT.

67. Each ground of a motion for a new trial or in arrest of judgment shall briefly refer to that part of the ruling of the court, charge given to the jury, or charge refused, admission or rejection of evidence, or other proceedings which are designed to be complained of, in such way as that the point of objection can be clearly identified and understood by the court.

68. Grounds of objections couched in general terms — as that the court erred in its charge, and in sustaining or overruling exceptions to the pleadings, and in excluding or admitting evidence, the verdict of the jury is contrary to the evidence, the verdict of the jury is contrary to law, and the like — shall not be considered by the court.

69. When the case is determined by the judge without a jury, counsel in making a motion for new trial shall specify succinctly the supposed

errors of law or fact, or both, into which the judge has fallen, as far as may be practicable to do so.

70. In motions for continuance, for the change of venue, and other preliminary motions made and filed in the progress of the cause, the rulings of the court thereon shall be considered as acquiesced in, unless presented in a bill of exceptions; and the rulings thereon shall be made a ground of objection in motions for new trial or in arrest of judgment, if they are desired to be relied on as grounds of error.

71. Motions for new trial and in arrest of judgment shall be determined on motion day of each week of the term, unless postponed to the next motion day, or, for good cause shown, to a subsequent day, and not later than two entire days before the adjournment of the court, at which time all such motions previously filed shall be determined.

THE STATEMENT OF FACTS.

72. Where the evidence adduced upon the trial of a cause is sufficient to establish a fact or facts alleged by either party, the testimony of witnesses, and the deeds, wills, records, or other written instruments, admitted as evidence, relating thereto, should not be stated or copied in detail into a statement of facts, but the facts thus established should be stated as facts proved in the case; *provided*, an instrument, such as a note or other contract, mortgage or deed of trust, that constitutes the cause of action, on which the petition, or answer, or cross-bill, or intervention is found, may be copied once in the statement of facts.

73. When there is any reasonable doubt of the sufficiency of the evidence to constitute proof of any one fact under the preceding rule, there may then be inserted such of the testimony of the witnesses and written instruments, or parts thereof, as relate to such facts.

74. When it becomes necessary to insert in a statement of facts any instrument in writing, the same shall be copied into the statement of facts before it is signed by the judge, and instruments therein only referred to and directed to be copied shall not be deemed a part of the record.

75. Where there is no dispute about, or question made upon, the validity or correctness in the form of a deed, or its record, a will or its probate, record of a court, or any written instrument adduced in evidence, it should be described (and not copied), or its legal effect as evidence stated, as a fact established.

76. When questions are raised on such instruments as are mentioned in the preceding rules, only so much or such parts of them shall be copied into the statement of facts as may be necessary to present the question, and the balance of them shall only be described, or presented, as prescribed in the preceding rule.

77. The commissions, notices and interrogatories in deposition, adduced in evidence, shall in no case be inserted or copied into a statement of facts, but the evidence thus taken and admitted shall appear in the

statement of facts, in the same manner as though the witness had been on the stand in giving his evidence, and not otherwise, in form or substance.

78. Neither the notes of a stenographer taken upon the trial, nor a copy thereof made at length, shall be filed as a statement of facts; but the statement made therefrom shall be condensed throughout in accordance with the spirit of the foregoing rules upon this subject.

CLERKS.

79. The clerks of the district and county courts shall keep a court docket, in a well-bound book, ruled into columns, in which they shall enter, in the *first* column, number of case and name of attorney; *second*, names of the parties; *third*, nature of the action; *fourth*, the pleas; *fifth*, rulings of former terms; *sixth*, the motions and rulings of the present term.

80. The cases shall be placed on the docket as they are filed.

81. The clerk shall at each term make out two copies of this docket, one for the use of the court, and one for the use of the bar.

82. In preparing the court docket, it shall be the duty of the clerk to designate the suits by regular consecutive numbers, called *file numbers*, and he shall mark on each paper in every case, the file number of the cause.

83. In every case appealed to a court of civil appeals, the clerk shall, in making up the docket at each succeeding term, keep the said cause in its proper place on the docket for disposition after being decided; and at the next term after issuing a writ of error, the clerk shall replace the cause on the docket, with its original file number.

84. In making a complete record, as prescribed by statute, all the proceedings in the case shall be entered in the order of time in which they occur; *provided*, amended pleadings shall take the place of those for which they are substituted, and the pleading thus superseded (except such as are specified in rule 14), and those that are abandoned as shown by an order or judgment of the court, shall be left out of the record.

TRANSCRIPT ON APPEAL OR WRIT OF ERROR.

85. In making a transcript, the proceedings shall be entered in the order of time in which they occurred, as prescribed in the preceding rule, unless, with the approval of the judge, counsel on each side shall agree in writing, to be itself filed and copied in the transcript, directing the clerk which of the papers may be left out, as being useless in the decision of the case; *provided*, subpoenas shall not be inserted, nor shall the citations, in cases where the defendant or defendants have filed answers, unless some question is made upon them which will require them to be copied.

86. All bills of exceptions and statements of facts shall be literally transcribed; and the clerks are hereby prohibited from copying as parts of the same any instrument in writing, or document not originally inserted therein, but merely referred to and directed to be copied from some other paper in the case.

87. In copying the proceedings inserted in the transcript, there shall be a space left between them, so that each one can readily be distinguished.

88. On the left hand margin of the page of each proceeding the clerk shall note its name, and the date of its occurring or being filed. This may be dispensed with in printed transcripts; but in all cases the clerk shall copy, in connection with each paper filed, the file mark subscribed or indorsed thereon.

89. The pages shall be numbered at the bottom, on the left hand of each page.

90. The transcript may be either written or printed. If written, it shall be on good white paper, with black ink, in a plain, round hand, not confused by running words together or by flourishes, and with sufficient space between the lines to be easily read, and on one side only of each sheet of paper, with no sheets cut or mutilated, and the sheets shall be entire and filled with writing, so as to leave no blanks larger than the ordinary spaces left between the different proceedings to distinctly separate them; and all the sheets upon which it is written shall be fastened together at the upper end with tape, ribbon, or something of the kind, and sealed over the tie with the seal of the court. When the transcript is printed it must be on both sides of the paper, in not less than small pica type, bound and paged in pamphlet form, of octavo size, and fastened at the back with the tie and seal of the court; but in other respects shall conform to the rules laid down for written transcripts.

91. The caption of the transcript shall be in the following form, to wit:

“THE STATE OF TEXAS,

“County of

“At a term of the District [or County] Court, begun and holden at, within and for the county of, before the Hon., and ending on the . . . day of, A. D., the following case came on for trial, to wit:

“A. B., plaintiff,

v.

“C. D., defendant.”

92. There shall be an index on the first pages preceding the caption, giving the name and page of each proceeding, including the name and page of each instrument in writing and agreement, and the testimony of each witness in the statement of facts, as it appears in the transcript. The index shall not be alphabetical, but shall conform to the order in which the proceedings appear as transcribed.

93. The transcript shall contain a bill of costs, regularly made out and copied.

94. It shall conclude with a certificate, under the seal of the court, that it contains a true copy of all the proceedings in the cause, and shall be dated and signed officially by the clerk.

95. The clerk having made a transcript, upon the application of either party or his counsel, as prescribed in case of appeal, and in case of writ of error, as directed by law, shall deliver it to such party or his counsel when so made out, on demand, such delivery as to the appellant or plaintiff in error to be made to him or his counsel within sixty days from the perfection of the appeal or the service of the writ of error.

96. The notice of appeal and giving a bond on an appeal, and the filing of a petition and bond for writ of error, and the service of citations, will be regarded as an application to the clerk to prepare at once a transcript of the record for the appellant, or plaintiff in error, without further application.

97. The appellee, or defendant in error, or his counsel, to be entitled to a transcript of the record, shall specially make an application to the clerk to make it out for him.

98. The clerk, having prepared a transcript, shall indorse upon it as follows, to wit:

“ J. K., Appellant, or Plaintiff in Error,

v.

“ N. M., Appellee, or Defendant in Error.

“ From County.”

And on delivery of it to the party, or to his counsel, who had applied for it, he shall in all cases indorse upon it, before it finally leaves his hands, as follows:

“ Applied for by P. S. on the . . . day of, A. D., and delivered to P. S. on the . . . day of, A. D.,” and shall sign his name officially thereto. The same indorsement shall be made on certificates for affirmance of the judgment.

99. Unless when specially directed by statute, the clerk of a trial court is not bound to transmit any transcript to a court of civil appeals.

100. When the clerk shall have presented a transcript for examination to the party or his counsel who has applied for it, and it is found, in any particular whatever, to have been made out in violation of any of the preceding requirements, he shall be at liberty to return it as not being a complete and properly prepared transcript, in time for correction by the clerk. And the reception of it by the party or his counsel, without being so returned for such purpose, will be regarded as an assumption by him of all the responsibility for any and all deficiencies found in the transcript, resulting from the violation of these rules or of the statutes.

ASSIGNMENTS OF ERRORS.

101. The appellant or plaintiff in error shall file his assignments of error in the trial court as prescribed by statute; and the appellee or defendant in error may file cross-assignments with the clerk of the trial court when he files his brief, which assignments may be incorporated in his brief and need not be copied in the transcript. In such case one of

the copies filed in the courts of civil appeals shall contain a certificate of the clerk of the trial court showing that it is a copy of the brief filed in his office, and the date of its filing.

BRIEFS.

102. Appellant or plaintiff in error shall file a copy of his brief in the trial court as directed by statute, which shall be received by the clerk, and he shall indorse upon it his filing, with the date of its delivery to him, and keep it among the papers of the cause, subject to inspection, in his office, by any of the parties or their counsel, and shall, upon request, deliver a certified copy of it, and of his filing, with its date; or if copies thereof shall be presented to him, he shall certify thereto for the party requesting it, but it shall not be copied in the transcript.

JURISDICTION OF THE DISTRICT COURT OVER APPEALS OR WRITS OF ERROR.

103. When there shall be no bond or affidavit filed the appeal or writ of error shall be considered as abandoned.

104. When no transcript of the record or no certificate for affirmance has been filed in a court of civil appeals, at the term of the court to which the appeal or writ of error in which citation has been served is returnable, the appeal or writ of error shall be considered as abandoned, of which the certificate of the proper clerk of the appellate court, given at the end of said term, that no such case has been filed in said court, shall be prima facie evidence.

105. Rules for the government of the district and county courts, heretofore made and published, shall be superseded from and after the time when these rules shall go into effect.

RULES OF THE DISTRICT COURT IN APPEALS IN ADMINISTRATION CASES FROM THE COUNTY COURT.

106. Motions to dismiss appeals shall be placed on the motion docket and determined as other motions.

107. Motions for certiorari to perfect the record shall be accompanied by a sworn statement, showing in what particular the transcript is defective, unless it shall sufficiently appear by the record itself. The cost of the motion and additional record, and of the term, if it causes a continuance of the case, shall be taxed against the appellant, whose duty it is to have a correct record filed, at the discretion of the court.

108. In appeals from the county court in cases pertaining to the estates of deceased persons, the transcript shall not contain anything which does not relate to the order, decision or judgment appealed from. Where the appeal has been taken by the same person from more than one order, decision or judgment entered of record in the same estate, at the same term of the county court, all of the proceedings in each appeal being kept distinct, may be embraced in the same transcript.

Twelfth. Such other pleas, motions and orders as are made during the trial of the cause.

Thirteenth. Final judgment [or in a misdemeanor case the recognition or statement that defendant is in jail].

Fourteenth. Assignment of errors, if any are filed, and request, if any, to send transcript to a branch of the court other than that to which the appeal is returnable.

Fifteenth. Certificate of the clerk, under the seal of the court, which shall certify that the transcript contains a true copy of all the proceedings had in the cause.

113. In preparing the transcript the following directions must also be observed: It shall be written on good paper, on one side only, in a neat, legible hand, free from erasures and interlineations, leaving a margin of sufficient width, in which margin the clerk shall note the name of each proceeding, and the time of its occurring or being filed, and at the left-hand lower corner mark the number of each page. At the end of each paper must be copied the file marks indorsed thereon, and a space should be left between the record of each separate paper or proceeding.

114. The transcript must be fastened at the upper end with tape or ribbon, and sealed over the tie with the seal of the court, and folded and indorsed as follows:

“A. B., Appellant,

v.

“The State, Appellee.

“From County District [or County Court], A. D.”

115. The statement of facts must contain a full and complete statement of all facts in evidence on the trial of the cause, including copies of all papers, documents, and exhibits adduced in evidence, also the proof of venue and identification of defendant.

116. The transcript of the record, where defendant has been convicted of a misdemeanor, must be delivered to the party appealing, or his counsel, but if not applied for before the twentieth day before the commencement of the term of the Court of Criminal Appeals to which the appeal is returnable, the clerk shall transmit the same by mail, paying the postage thereon to the clerk of the Court of Criminal Appeals.

117. Transcripts of the record, where defendants have been convicted of a felony, shall be prepared within twenty days after the adjournment of the court, and sent by mail, postpaid, to the clerk of the Court of Criminal Appeals, at the branch to which the appeal is returnable. But where the defendant or his counsel directs the transcript to be sent to a branch of the court where the term is held before the term to which the appeal is returnable by law, the clerk shall so transmit it, and send with such transcript a certified copy of such order or direction.

118. The clerk shall, immediately after the adjournment of the court at which appeals in criminal cases are taken, make out a certificate under

his seal of office, exhibiting a list of all such cases where the defendant has appealed. This certificate shall show the style of the cause upon the docket, the offense of which the defendant stands convicted, the day on which the judgment was rendered, and the day on which the appeal was taken, which list he shall transmit to the Attorney-General at Austin.

119. It shall be the duty of the district and county attorneys to see that the judgments in criminal cases are properly entered by the clerks, and, when practicable, they should be present when the minutes are read.

GENERAL RULES.

1. Any supposed violation of the rules prescribed in the conduct of a cause, to the prejudice of a party, may be reserved by bill of exception, presented as a ground for new trial, and assigned as error by the party who may conceive himself aggrieved by such supposed violation.

2. The foregoing rules shall go into effect and be in force in all the courts of the State, to which they are applicable, from and after this date (October 8, 1892); but shall not affect cases pending in the Supreme Court at the time of the organization of the courts of civil appeals, which cases shall be controlled by the rules for the government of the Supreme Court at the time the appeals in such cases were perfected. Except as to such cases, all former rules are hereby superseded.

CLERK'S OFFICE, SUPREME COURT,

AUSTIN, TEXAS, *November 1, 1902.*

I, F. T. Connerly, clerk of the Supreme Court of Texas, hereby certify that the above and foregoing thirty-six pages contain a true and correct copy of the rules adopted by this court on the 8th day of October, 1892, together with all amendments made thereto up to this date for the government of the courts of Texas. I further certify that all of said rules and amendments are now in force and effect.

WITNESS MY HAND and the seal of said court this the first day of November, A. D. 1902.

(Seal.)

F. T. CONNERLY, Clerk.

APPELLATE JURISDICTION OF SUPREME COURT.

SUPREME COURT — WRITS OF ERROR TO COURTS OF CIVIL APPEALS.

SECTION 1. *Be it enacted by the Legislature of the State of Texas:* That article 1011a of the Revised Civil Statutes of Texas, as amended by chapter 14 of the acts of the special session of the Twenty-second Legislature, be amended so as to read as follows:

Article 1011a. All cases shall be carried up to the Supreme Court by writs of error upon final judgment, and not on judgments reversing and remanding cases, except in the following cases, to wit:

1. Where the State is a party or where the railroad commissioners are parties.

2. Cases which involve the construction and application of the Constitution of the United States or of the State of Texas, or of an act of Congress.

3. Cases which involve the validity of a statute of the State.

4. Cases involving the title to a State office.

5. Cases in which a court of civil appeals overrules its own decision or the decision of another court of civil appeals or of the Supreme Court.

6. Cases in which the judges of any court of civil appeals may disagree.

7. Cases in which any two of the courts of civil appeals may hold differently on the same question of law.

8. When the judgment of the Court of Civil Appeals reversing a judgment practically settles the case, and this fact is shown in the petition for writ of error, and the attorneys for petitioners shall state that the decision of the Court of Civil Appeals practically settles the case, in which case, if the Supreme Court affirms the decision of the Court of Civil Appeals, it shall also render final judgment accordingly.

Whereas, there are a great number of bills now pending, and the session is nearing its close, therefore, there exists an imperative public necessity and emergency that the constitutional rule requiring bills to be read on three several days be suspended, and that this act take effect from and after its passage, and it is so enacted.

Approved May 6, 1895.

PROCEDURE TO OBTAIN WRIT OF ERROR IN SUPREME COURT.

SUPREME COURT — WRITS OF ERROR TO COURTS OF CIVIL APPEALS.

SECTION 1. *Be it enacted by the Legislature of the State of Texas:* That article 1011b of the Revised Civil Statutes of Texas, as amended by chapter 14 of the acts of the special session of the Twenty-second Legislature, be amended so as to read as follows:

Article 1011b. Any party desiring to sue out a writ of error before the Supreme Court shall present his petition addressed to said court, stating the nature of his case and the grounds upon which the writ of error is prayed for, and showing that the Supreme Court has jurisdiction thereof; and the petition shall contain such other requisites as may be prescribed by the Supreme Court. The petition shall be filed with the clerk of the Court of Civil Appeals within thirty days from the overruling of the motion for rehearing, and thereupon the said clerk of the Court of Civil Appeals shall note upon his record the filing of said application, and shall forward to the clerk of the Supreme Court the said application, together with the original record in the case, and the opinions of the Court of Civil Appeals, and the motion filed therein, and certified copies of the judgments and orders of the Court of Civil Appeals; *provided*, that the party applying for the writ of error shall deposit with the clerk of the Court of Civil Appeals a sum sufficient to

pay the expressage or carriage of the said record to and from the clerk of the Supreme Court, which sum shall be charged as costs in the suit. If the writ of error be granted and the plaintiff in error has given no bond, then the Supreme Court in granting the writ shall specify what bond shall be given, and the plaintiff in error shall file said bond in the trial court, to be approved by the clerk of said court, and a certified copy thereof shall at once be transmitted to the Supreme Court, and upon the filing of said certified copy the clerk of the Supreme Court shall issue the citation in error as may be prescribed by the rules of the Supreme Court.

Approved May 6, 1895.

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