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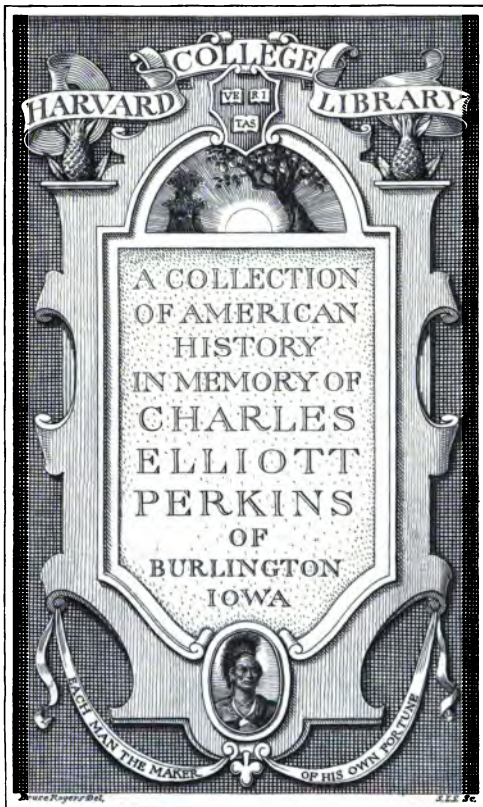
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LEGAL FORMS

FOR THE

TRANSACTION OF BUSINESS,

PARTICULARLY ADAPTED TO THE USE

OF

FARMERS, MECHANICS,

AND ALL

MEN IN THE PRIVATE WALKS OF LIFE.

BY JAMES DUNHAM.

PORTLAND:

PRINTED FOR THE PUBLISHER.

1846.

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CHARLES ELLIOTT PERKINS
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PREFACE.

The compiler of this pamphlet was actuated by experience, and a desire to ease the burden of those who labor under the same trials he has sustained from the want of such assistance. The thought that such a collection of forms might be useful to the public, was suggested by a reflection and a regret that, among all the books dispersed throughout our country, nothing has been simplified so as to come within the reach of our common people.

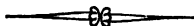
It is for this class of our community this manual is meant, that they may be enabled to do their own business, and avoid unnecessary litigation.

It is not to be expected that professional men, as lawyers, will be benefitted by this; but it is hoped that our honest yeomen, and mechanics, may be the gainers by avoiding the necessity of the employment of the law, to settle that, which, from the want of this very book, is neglected, and occasions a lawsuit.

How many of the young men in our boasted land of literature, when they go into the world for themselves, would be puzzled to write a common note of hand, or a receipt, so as to escape the ready grasp of the law. We will not protract this preface; let the contents speak; we only wish we were better prepared for the undertaking.

Wm B. Cozens

LEGAL FORMS.



PROMISSORY NOTES.

On Time.

\$1000

Bangor, Jan. 1st, 1846.

For value received I promise to pay C. D. or order, one thousand dollars, in three months from date.

A. B.

On Demand, with Interest.

\$100

Portland, Jan. 2d, 1846.

For value received I promise to pay C. D. or order, one hundred dollars on demand, with interest.

A. B.

On Time, with Interest.

\$500

Jay, May 5th, 1846.

For value received I promise to pay C. D. or order, five hundred dollars in sixty days, with interest.

A. B.

Payable by Instalments, with Periodical Interest.

\$2000

Bangor, Feb. 1st, 1846.

For value received I promise to pay C. D. or order, two thousand dollars, in the following manner, viz:—

1*

five hundred dollars in one year; five hundred dollars in two years; five hundred dollars in three years; and five hundred dollars in four years from the date hereof, with interest on all said sums, payable semi-annually.

A. B.

Payable in Stock, with Interest.

\$50

Augusta, Apr. 1st, 1846.

For value received, I promise to pay C. D. or order, fifty dollars, in stock at my residence, with interest.

A. B.

Note by two Persons.

\$500

Berlin, Oct. 2d, 1846.

For value received, we, jointly and severally, promise to pay C. D. or order, on demand, five hundred dollars, with interest.

H. W.

J. H.

Note at Bank.

\$150.

Portland, May 1st, 1846.

Ninety days from date, I promise to pay C. D. or order, at the Phoenix Bank, one hundred and fifty dollars, for value received.

A. B.

NOTE.—If, when a note of hand is given, it is not expected that it will soon be paid, it is expedient that it should be attested by a witness. For, in general, the statutes of limitation of the several States, limit the right to sue for, and recover simple interest debts, to suits commenced within six years after they are respectively due—but except, witnessed notes of hand from the operation of the statutes.

REMARKS RELATING TO NOTES OF HAND.

1. A negotiable note is one which is made payable to A. B. or order. It is otherwise, when these words are omitted.

2. By endorsing a note is understood, that, the person to whom it is payable, writes his name on the back of it. For additional security, any other person may afterwards endorse it.

3. If the note be made payable to A. B. or order (see note 1), then A. B. can sell said note, provided he endorse it; and the purchaser may lawfully demand payment of the signer of said note, and if the signer, through inability or otherwise, refuse to pay said note, he may lawfully demand payment of the endorser.

4. If the note be made payable to H. B., or bearer, (see note 2), then the signer only is responsible to any one who may purchase it.

5. Unless a note be written payable on some specific future time, it should be written on demand; but should the words on demand be omitted, the note is supposed to be recoverable by law.

6. When a note, payable at a future day, becomes due, it is considered on interest from that time till paid, though no mention be made of interest.

7. No mention need be made in a note of the rate of interest: that particular is settled by law, and will be collected according to the laws of the State where the note is dated. In some States, it is six per cent; in others seven.

8. If two persons, jointly, and severally, (see note 3), sign a note, it may be collected by law of either.

9. A note is not valid, unless the words *for value received* be expressed.

10. When a note is given, payable in any article of merchandise, or property other than money, deliverable on a specified time, such articles should be tendered in payment at said time, otherwise, the holder of the note may demand the value in money.

RECEIPTS.*A General Form.*

\$500.

Bangor, Dec. 12th, 1846.

Received of C. D. five hundred dollars in full of all demands against him. A. B.

A Receipt for Money on Account.

\$20.

Boston, Dec. 1st, 1846.

Received of C. D. twenty dollars on account. A. B.

Receipt for Money paid on a Note.

\$75.

Boston, Jan. 1st, 1846.

Received of C. D. seventy-five dollars, on his note for the sum of one hundred dollars, and dated at Dover, Dec. 20th, 1840. A. B.

Of Papers.

New York, Jan. 1st, 1846.

Received of C. D. several contracts, and papers, which are described as follows:—(here describe the papers),—which I promise to return to said C. D. on demand. A. B.

For a Quarter's Rent.

\$150.

New York, Apr. 1st, 1846.

Received of C D one hundred and fifty dollars, being

one quarter's rent, due this day, for my dwelling house and estate, No ——— street, now occupied by said C D.
A. B.

For Money paid by another Person.

\$300. Charleston, Jan. 1st, 1846.

Received of C D by the hands of W T, three hundred dollars, in full payment for a chaise, by me sold and delivered to the said C D.
A. B.

For Money received for another.

\$700. Boston, May 1st, 1846.

Received of C D seven hundred dollars, it being for the balance of account due from said C D to E F.
A. B.



O R D E R S .

An Order for Goods.

Bangor, Feb. 2d, 1846.

MR. CHARLES LOWELL,

Pay J. N. or order, twenty-five dollars, in goods from your store, and charge

Your obedient servant, A. B.

An Order for Money.

Bangor, Feb. 2d, 1846.

Messrs. C. D. & Co.

Pay O. P. or order, eleven dollars, and this shall be your receipt for the same, it being for value received.

A. B.

Another.

Monson, Feb. 2d, 1846.

Mr. C. D.

Pay O. P. or order, fifteen dollars, and this shall be
your receipt for the same. A. B.



AGREEMENTS.

General Form of Agreements.

Articles of Agreement, indented, made and concluded,
this — day of —, A. D. 18—, by and between A.
B. in the County of —, of the one part, C. D. of —
in the County of —, on the other part.

The said A. B., for the consideration hereinafter men-
tioned, doth hereby covenant, and agree that, (here
state the agreement.)

And the said C. D. doth hereby covenant and agree,
that, (here again, state the agreement.)

To the true performance of the several covenants and
agreements aforesaid, the said parties do hereby re-
spectively bind themselves, and their respective heirs,
executors and administrators, each to the other, his
heirs, executors and administrators, in the penal sum
of — dollars.

In testimony whereof, they have hereto interchangeably set their
hands and seals, this day and year above written. A. B. [seal]

C. D. [seal]

*Signed, sealed, and delivered, }
in presence of J. D. & R. H. }*

Agreement on Sale of Corn.

It is agreed by A. B. of —, and C. D. of —, as
follows :

Said A. B. agrees to sell and deliver to said C. D. at his store in —, on or before the — day of —, one hundred bushels of Corn, warranted to be good and merchantable.

Said C. D. agrees to pay said A. B., — dollars, in full for said Corn, in cash on delivery.

Witness our hands and seals, the — day of —, 18—.

A. B. [seal.]

C. D. [seal.]

Signed, sealed, and delivered, }
in presence of —

Agreement to Convey Land.

It is agreed by A. B. of —, and C. D. of —, as follows:

Said A. B. agrees to convey to said C. D., in fee, a certain tract of land, (describe the premises), by a warranty deed, in common form, for — dollars, on or before the — next. Said C. D. agrees to pay to said A. B. — dollars for the same, on delivery of the deed; and said C. D. may enter upon and occupy the premises, on —.

Witness our hands and seals, the — day of —, 18—.

A. B. [seal.]

C. D. [seal.]

Signed, sealed, and delivered, }
in presence of —

If to Build a House.

Said A. B. agrees to construct and complete for said C. D., on lot numbered —, on — street, in M., a two story dwelling house, agreeably to the following plan and specifications, signed by the parties; (here state the plan, &c.) to furnish all necessary materials,

of good and suitable quality, and the work to be done in a thorough, and workmanlike manner, on or before the ——— next, for the sum of one thousand dollars.

Said C. D. agrees to pay said sum of one thousand dollars, as follows: (here recite the time and manner of payment.)

Witness our hands and seals, the ——— day of ———.

A. B. [seal.]

C. D. [seal.]

Signed, sealed, and delivered, }
in presence of ———

Assignment of a Debt or Bond.

Know all men by these presents, that I, A. B., of ———, in consideration of ——— dollars, to me paid by C. D., of ———, do hereby grant, sell and assign to said C. D., a certain debt due me from E. F. of ——— for goods sold, and delivered; (or, if a bond, "a certain bond, dated the —, made to me, by G. H. for ——— dollars, conditioned, for the payment of ——— dollars") with full power to collect, and discharge or dispose of the same, in my name, at his pleasure, at his own expense and risk. And I do hereby covenant, that said debt is justly due, and that I have not done and will not do any act by which the collection thereof, may be hindered or prevented.

Witness my hand and seal, the ——— day of ———, 1846.

A. B. [seal.]

Signed, sealed,

Assignment by Endorsement of a Judgment, Mortgage, or Lease.

Know all men by these presents, that I, E. D., the within named, in consideration of ——— dollars, to me

paid by L. M., of ———, do hereby grant and assign to said L. M., the judgment within mentioned, with full power to recover the same, for his own use at his own risk and expense. (If a mortgage, say, “do hereby grant and assign to said L. M., the within mortgage, the debt thereby secured, and all my right to the premises thereby conveyed.”) (If a lease, then say, “do hereby grant and assign to him, the said L. M., the lease within written; and do hereby covenant, that I have not done, and will not do any act, by which said lease may be impaired.”)

Witness my hand and seal, the ——— day of ———
18 —. E. D. [seal.]

Signed, sealed, and delivered, }
in presence of ———

Assignment of Dower.

This indenture made between A. B., of ——— and E. D., of ———, widow of C. D., late of ———, deceased.
Witnesses,

That A. B. hereby assigns to said ——— (name the premises); to hold to her, during her natural life, as her dower in all the lands and tenements, whereof the said C. D. was seized, at the time of his decease; and said A. B. hereby accepts the said premises as her dower in all the said lands and tenements, and releases her right, and claim to all the residue of the same lands and tenements.

Witness our hands and seals the ——— day of ———,
18 —. A. B. [seal.]
E. D. [seal.]

Signed, sealed, and delivered, }
in presence of ———

Assignment of a man's whole estate, in trust, for his Creditors.

Know all men by these presents, that I, A. B., of _____, in consideration of one dollar, to me paid by C. D., and of the trusts herein expressed, do grant, and assign to said C. D., all my property, estate, rights and credits, of every description; (schedule thereof is hereto annexed), to have and to hold the same to said C. D. and his heirs, in trust, to sell and dispose of said property to the best advantage, and to collect and convert into money, the said debts and demands; and after deducting from the proceeds of said property, the expenses incurred by said C. D., in transacting the business, and a reasonable compensation for his services, to divide and pay the said proceeds among all the creditors of A. B. in equal proportion to their respective claims.

C. D. agrees to execute said trust, being responsible only for his actual receipts, or willful defaults.—The creditors whose names are ascribed, agree to said assignment, and that this instrument shall be a release in full of all their claims, whenever their just proportion of all the proceeds of said property shall be paid.

Witness our hands and seals, the _____ day of _____.

A. B. [seal.]

C. D. [seal.]

E. F. [seal.]

Signed, sealed, and delivered, }
in presence of _____ }

NOTE.—This assignment should be acknowledged.

I do solemnly swear, that I have placed and assigned all my property, of every description, in the hands of said C. D. to be divided among all my creditors, in proportion to their respective claims. A. B.

C— ss. — 1846.—Personally appeared A. B. and made oath that the above affidavit, by him subscribed, is true. Before me, J. L., Justice of the Peace.

A clause is usually inserted, whereby the creditors covenant to discharge the debtor in consideration of the assignment of his property.

Declaration of Trusts.

I, A. B. of ———, do hereby acknowledge and declare, that a certain writing, (here describe the particular instrument), is left and deposited in my hands, by and in trust for C. D., and E. F. of ———, to be held by me, and my legal representatives only in trust, for the convenience, use, benefit, and advantage of said C. D. and E. F., and their legal representatives; and on demand from them, or either of them, that I will produce the same, for the use of either or both of said parties.

Witness my hand, the — day of —, 18 —.

A. B.



BONDS.

Bond.

Know all men by these presents, that I, A. B., of C. am held and firmly bound to C. D., of L., in the sum of ——— dollars, to be paid to said C. D., or his attorney, executor, administrators, or assigns, for which payment to be made, I bind myself, my heirs, execu-

tors and administrators, firmly by these presents. Sealed with my seal.

Dated the _____ day of _____.

The condition of this obligation is such, that if the above bounden A. B., his heirs, &c., do and shall sell and truly pay, or cause to be paid, unto the above named C. D., his heirs, executors, &c., the full sum of _____ dollars, with lawful interest, for the same, on _____ next, ensuing, without fraud or delay, then this obligation to be void; otherwise the same remain in full force.

A. B. [seal.]

*Signed, sealed, and delivered, }
in presence of _____ }*

Condition to maintain a person.

[Obligation as in the preceding.]

The condition of this obligation is such, that if the said A. B. shall during the natural life of C. D., suitably support and maintain the said C. D., and provide him with suitable clothes, food, drink, medicine, and nursing, and all other things necessary, in the house of said A. B., (or in such suitable house which said A. B., may provide), then this obligation shall be void; otherwise the same remain in full force.

Condition of indemnity for signing a Probate Bond.

The condition of this obligation is such, that if said A. B. shall indemnify said C. D. against all loss, cost, damage and expense, to which he may be subjected, by reason of his signing, at the request, and as surety for said A. B. a bond to the judge of Probate, of the county

of ———, in the penalty of ——— dollars, conditional for the faithful discharge, by said A. B., of his duties, as executor of the will of G. D., deceased, then this obligation shall be void; otherwise, the same remain in full force.

Condition of a Bond of a Treasurer of a Company.

Whereas, the above bound A. B. has been chosen treasurer of the trustees of ——— academy, by reason whereof, he will receive into his hands divers sums of money, notes, chattels, and other things, the property of said trustees; now the condition of this obligation is such that if the said A. B., his executors or administrators, at the expiration of his said office, upon request to him or them to be made, shall make and give unto the said trustees, a true and just account of all such sum or sums of money, notes, chattels, and other things, as have come into his hands, or possession, as treasurer aforesaid; and shall pay, and deliver over to, his successor in office, or any other person duly authorized to receive the same, all such balance or sums of money, notes, chattels and other things, as shall be in his hands and due by him to the said trustees, then this obligation to be void; otherwise, the same remain in full force.



D E E D S .

Mortgage Deed.

Know all men by these presents, that I, William Allen, of Gorham, in the county of Cumberland, and State of Maine, trader, for and in consideration of ——— dol-

lars, paid by Charles Knox, of Alfred, in the county of York, and State aforesaid, yeoman, the receipt whereof I do hereby acknowledge, have given, granted, bargained, sold and conveyed; and do hereby give, grant, bargain, sell and convey unto the said Knox and his heirs and assigns, forever, (describe the premises.)

To have and to hold the said premises, with all the privileges and appurtenances to the same belonging to the said Knox and his heirs and assigns, forever.—And I do covenant with said Knox, his heirs and assigns, that I am lawfully seized, in fee simple, of the aforegranted premises; that they are free of all incumbrances; that I have good right to sell and convey the same, in manner aforesaid; and that I, and my heirs will warrant and defend the same, to the said Knox and his heirs and assigns, forever, against the lawful claims of all persons. Provided, nevertheless, that if I, the said Allen, my heirs, executors, or administrators, shall pay to the said Knox, his heirs, executors, administrators, or assigns, the sum of five hundred dollars, with interest, within one year from date, agreeably to my note of even date, for that sum, payable to said Knox or order, then this deed shall be void; otherwise, shall remain in full force.

In witness whereof, I have hereunto set my hand and seal, this —— day of ~~Dec~~ A. D. 1846.

WILLIAM ALLEN [seal.]

*Signed, sealed, and delivered, }
in presence of —— }*

STATE OF MAINE.

Cumberland, ss,—1846. The above named William Allen acknowledges the foregoing instrument to be his voluntary act and deed, before me,

F. G., Justice of the Peace.

NOTE.—1. In a mortgage deed, may be inserted a proviso to keep the premises insured.

Provided, nevertheless, that the said William Allen shall keep the buildings standing on the land aforesaid, insured against fire, in a sum not less than ——— dollars, for the benefit of said mortgagee, and his executors, administrators and assigns, at such insurance office, as said Knox shall approve.

2. Condition that mortgager shall occupy.

Provided, that, until condition broken, said William Allen doing no waste, shall retain possession of said premises for his own use.

—

Mortgage Deed of Personal Property.

Know all men by these presents, that I, F. G., of ———, in the county of ———, in the State of ———, gentleman, in consideration of the sum of one hundred dollars, to me paid by ———, of ———, in the county of ———, in the State of ———, esquire, (the receipt whereof is hereby acknowledged), have granted, bargained, and sold, and by these presents, do grant, bargain and sell unto the said ———, the following described articles of personal property : (describe the article sold); to have and to hold all and singular, the said ———, unto the said ———, his executors, administrators, and assigns, to his and their sole use forever.

And I, the said ———, for myself, my executors and administrators, do covenant to and with said ———, his executors, administrators and assigns, that I am lawfully possessed of the said ———, as of my own property; that the same are free from all incumbrances, and that I, and my executors, &c. will warrant and defend the same to the said ———, his executors, &c., against the lawful claims and demands of all persons.

Provided, nevertheless, that if said ———, his executors, or administrators, shall well and truly pay unto the said ———, his executors, administrators and assigns, (here describe the note or debt which the mortgage is given to secure,) then this obligation shall be void; otherwise, to remain in full force. And, provided also, that until default by the said ———, his executors or administrators, in the performance of the condition aforesaid, it shall, and may be lawful for him to keep possession of said granted property, and to use and enjoy the same; but if the same, or any part thereof, shall be attached before payment, &c., by any other creditor or creditors of said ———, or if the said ——— shall attempt to sell the same, without notice to said ———, and without his assent to such sale, in writing expressed, then said ——— may take immediate possession of the whole of said granted property, to his and their own use.

In testimony whereof, I, the said ———, have hereunto set my hand and seal, this ——— day of ———, 18—.

————— (Seal.)

NOTE.—In Maine, possession of the mortgaged property should be delivered to, and retained by, the mortgagee, and the mortgage must be recorded by the Clerk of the town where the mortgager resides.

Quitclaim Deed.

Know all men by these presents, that I, F. G. of C—, in the county, of _____, in the State of _____, yeoman, in consideration of one hundred dollars, to me paid by M. N., of said C _____, trader, the receipt whereof is hereby acknowledged, do hereby grant, release, remise and forever quitclaim, unto the said M. N., his heirs and assigns forever, a certain tract of land, containing twenty acres, more or less, with all the buildings thereon standing, known as the _____ farm.

To have and to hold the said premises, with all the privileges and appurtenances thereto belonging, to the said M. N., his heirs, and assigns forever; and I do hereby covenant with the said M. N., that I will warrant, the said premises to the said M. N., and his heirs. and assigns, against the lawful claim of any person claiming under me.

(And I, U. H. wife of said F. G., for the consideration aforesaid, do hereby release my right of dower in said premises.)

In witness whereof, we have hereunto set our hands and seals, this _____ day of _____, A. D. 18—.

F. G. [seal.]

U. H. [seal.]

Signed, sealed, and delivered, in presence of J. J. and K. W. }

STATE OF MAINE.

July 10th, 1846.

The above named F. G. and U. H., acknowledge the foregoing instrument to be their voluntary act and deed.

Before J. P., Justice of the Peace.

Deed of Warranty.

Know all men by these presents, that I, F. G., of _____, in the county of _____, and State of _____, merchant, for and in consideration of _____ dollars, to me paid by M. N., of said _____, yeoman, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said M. N., [describe the premises—if of land, by bounds; a certain tract of land, situated in said _____, warranted to contain ten acres, by measure, (or containing ten acres, more or less,) bounded _____, beginning at a stake, on the highway, being the southeasterly corner of _____ lands; thence by said highway, south sixteen degrees forty rods, to a stake by the land of _____, thence south seventy-four degrees west, forty rods, to a white oak tree; thence north sixteen degrees west, forty rods, to a sapling pine; thence north seventy-four degrees east forty rods, to the first mentioned bounds, with the buildings standing thereon;] being the same conveyed to me by J. G. by his deed dated 20th August, 1840, recorded in the registry of deeds for the county of _____ registry—, vol.—, page—.

To have and to hold the above granted premises, with all the privileges and appurtenances thereunto belonging, to the said M. N., his heirs and assigns forever. And I, the said F. G., for myself and my heirs, executors and administrators, do covenant with the said M. N., his heirs and assigns, that I am lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances; that I have good right to sell and convey the same, in manner aforesaid; and that I and my heirs, executors and administrators will warrant and defend the same premises, to the said M. N., his

heirs and assigns forever, against the lawful claims and demands of all persons.

In witness whereof, I, the said F G and _____, wife of said F G, in token of her relinquishment of her right in dower, have hereunto set our hands and seals, the day of _____, A D 18—.

F G, [seal.]
 — — [seal.]

To be acknowledged.

Deed of Partition.

This indenture made between F G, of _____ M N, of _____, and N G, of _____, witnesseth.

That said parties have agreed to make partition of a certain tract of land, situate in _____, bounded _____, containing _____ acres owned by them as tenants in common, in manner following:

The said F G, shall hold in severalty, _____ acres, bounded _____. The said M N, shall hold in severalty, _____ acres, bounded _____. The said N. O, shall hold in severalty _____ acres, bounded _____. And to each of said parties and his heirs, the other two parties do grant and release the tract assigned to him as aforesaid, to hold to him and his heirs, in severalty, forever; and do hereby covenant to warrant and defend the same, to him and his heirs, against the lawful claims of all persons, claiming under them or either of them.

In witness whereof the said F G, M N, and N O, have interchangeably set their hands and seals the _____, &c.

F G, [seal.]
 M N, [seal.]
 N O, [seal.]

Signed, sealed and delivered, }
 in presence of _____ }
 To be acknowledged.

Deed of Gift of Land.

This indenture, made the — day of —, between A B, of —, of the one part, and C D, son of A B, of the other part, witnesseth:

That the said A B, for and in consideration of the natural love and affection which he hath unto the said C D, hath given, granted, aliened, released, and confirmed, and by these presents doth — unto the said C D, his heirs and assigns, all that tract of land, situate in — and —, together with the privileges and appurtenances to the same belonging; to have and to hold the same, unto the said C D, and his heirs and assigns.

In witness whereof, &c.

To be acknowledged and recorded.

Form of a Lease.

This indenture, made this — day of — A. D. 1846, between A B, of E.; in the county of —, and State of —, trader, and C D, of said E, yeoman, witnesseth,

That the said A B, doth demise and lease unto the said C D, all that [describe the premises;] to hold for the term of — years, from the date hereof, with all the privileges and appurtenances thereto belonging; yielding and paying therefor yearly, on every first— of —, during said term unto said A B, or his assigns, the yearly rent of — dollars, in four equal payments, quarter yearly.

[Here insert any provisos or conditions, as to terminate the lease by notice; or that the lease shall be void on non-payment of rent.]

And the said A B, agrees with said C D, that said

C D, shall peaceably possess the said premises during said term, without the lawful interruption or eviction of any person whatsoever. [Here may be inserted any other covenants on the part of the lessor; as covenant to deduct half the taxes from the rent, &c.] And the said C D, covenants to pay the said rent in manner aforesaid, and to deliver up said premises to said A B, or his attorney, peaceably and quietly, at the end of said term, in as good condition as the same are now, reasonable uses wear and tear thereof, and fire and other casualties excepted: and to pay all taxes on said described premises; and will not, during said term, do, or suffer any waste in the demised premises, [nor underlet the same, or any part thereof;] [nor permit any other person to occupy the same, or any part thereof;] nor make, or suffer to be made, any alteration therein, without the consent of said A B, or his assigns, for that purpose; and also, that said A B, or his attorney or agent, may enter the premises for the purpose of viewing and making improvement, at reasonable times, in the day time.

In witness, &c.

Other covenants may be inserted in a lease.

1st—Covenant to deduct half the taxes from the rent.

And that the said A B, will allow out of the rent aforesaid, one half of the taxes which shall be legally assessed on the premises, and paid by C. D.

2d—Covenant on the part of the lessor not to overstock the pasture.

And said C D, will not, at any time, pasture or suffer to be pastured upon the said premises, or any part

thereof, any larger stock of cattle than have been usually pastured thereon, in the two next preceding years.

3d—Covenant to carry on in a husbandman-like manner.

And said C D, will, in all respects, manage and carry on said premises, in a husbandman-like manner, according to the custom of the country.

4th—Covenant not to till more than a certain quantity.

And said C D, will not have, use or employ in ploughing or tillage, a greater quantity of land than—acres, at any one time, or in any one year, during the term hereby demised.

5th—Covenant not to keep a tavern.

And that no person shall sell or retail any beer, ale, or other liquors, whatever, or keep any victualing, or other public house of entertainment, in the buildings on said premises without the license of the said A B, in writing.

Brief Lease.

A B, of —, and C D, of —, agree as follows, to wit:—A B leases to C D, his house in E, [describe the premises,] for one year.

C D agrees to pay one hundred dollars a year rent, payable —, and not to assign or lease the same, nor make alterations, nor carry on any offensive trade therein, without the written consent of A B; to quit the same at the termination of this lease, and to leave the same in good condition and repair, unavoidable casualties excepted.

This lease will be void, if C D fails to perform this agreement.

Witness our hands and seals, this — day of —,
A. D. 18—.

A B, [seal.]

C D, [seal.]

Signed, sealed, &c.

—
Notice from a Landlord to a Tenant.

SIR:—You being in possession of a certain house, and lot of ground, with the appurtenances belonging to me, situate in —, in Bangor, which was demised to you by me, for five years, which said term will expire and terminate on the — day of — next; I hereby notify you, that it is my desire to have again, and re-possess the said premises, and I do hereby require and demand you to leave the same.

Witness my hand, the — day of —, A. D. 1846.

To Mr. C D.

A B.

—
Apprenticeship.

This indenture, made this — day of —, A. D. 18—, by and between A B, of —, in the county of —, printer, and C D, of said —, printer, witnesseth,

That the said A B doth, by these presents, with the consent of his son, G W, a minor, above the age of fourteen years, signified by his signing this indenture, doth hereby place, bind and indent him to the said C D, to learn the art and trade of a printer, and with him, the said C D, after the manner of an apprentice, to dwell and serve from the day of the ensealment hereof, until the —, when the said minor will arrive at the age of twenty-one years. And during said term, the said apprentice shall well and faithfully serve said

master, and shall give and devote to him his whole time and labor; that he shall not marry during said term, nor use ardent spirits, nor practice gaming nor other unlawful sports; nor waste, injure, or destroy the property of his master; but conduct himself in a sober, temperate, honest manner, and as a good and faithful apprentice ought to do, during all the time aforesaid. And the said C D, for himself, his executors and administrators, doth hereby covenant with the said A B, that he will faithfully instruct said apprentice, in the art or trade aforesaid, as far as said apprentice may be capable to learn, and constantly provide him with good, suitable and sufficient food, lodging and clothing, and all other things necessary in sickness and health, and will train him up in the habits of industry, temperance and virtue; and pay to the said A B, for the use of said apprentice, the sums of money following, namely; [state the amount and manner of payment.]

And the said G W hereby signifies his assent to the terms of this indenture, and promises faithfully to keep and perform all things to be kept or performed by him.

In testimony whereof, the said parties have hereunto set their hands and seals, this — day of —, A. D. 1846.

A B, [seal.]

C D, [seal.]

G W, [seal.]

Signed, sealed and delivered, }
in presence of —.

General release of all Demands.

Know all men by these presents, that I, A B, of —, for and in consideration of the sum of — dollars to me paid by C D, of —, (the receipt whereof I do

hereby acknowledge,) have remised, released, and forever discharged, and I do, for myself, my heirs, executors, administrators and assigns, release, remise, and forever discharge the said C D, his heirs, executors, and administrators, of and from all debts, demands, actions and causes of action, which I now have in law and equity, or which may result from the existing state of things, from any and all contracts, liabilities, doings, and omissions, from the beginning of the world to this day.

In witness whereof I have hereunto set my hand and seal this —— day of ——, 18 . A. B. (Seal.)

Signed, sealed and delivered in presence of ——.

Brief form of Release.

July 2d, 1846.—I, A. B., of ——, do hereby release to C. D., of ——, all suits, promises, covenants, and demands, which I have, or can claim against him.

In witness whereof, &c. A. B. (Seal.)

Signed, sealed, &c.

Bill of Sale of Goods.

Know all men by these presents, that I, A. B., of ——, merchant, for and in consideration of the sum of —— dollars, to me in hand paid by C. D. of the same place, at and before the sending and delivery of these presents, (the receipt whereof is hereby acknowledged,) have bargained, sold and delivered, and by these presents, do bargain, sell and deliver unto the said C. D., (here insert the particulars,) To hold and to have the said goods, unto the said C. D., his heirs, executors,

administrators, and assigns, to his and their own proper use and benefit, forever. And I, the said A. B., for myself, my heirs, executors and administrators, will warrant and defend the said bargained premises, unto the said C. D., his executors, administrators, and assigns, from and against all persons whomsoever.

In witness whereof, &c.

Note.—No contract for goods, &c., for thirty dollars or more, shall be good unless the purchaser accepts something in earnest, to bind the bargain, or some note, in writing, be signed by the party charged, or his agent.



C O P A R T N E R S H I P .

Agreement of Copartnership.

A. B., of —, and C. D. of —, agree as follows: The parties agree to become partners for the purpose of buying and selling such goods as are usually kept for sale or purchased at a retail store, in the town of —, for five years from this date.

1. The style of the said copartnership shall be ———, &c.

2. Said parties have each contributed one thousand dollars, as the capital stock of said firm, [or as the case may be.]

3. All profits shall be equally divided: and all expenses of the business, and losses, shall be equally borne in common.

4. Both parties shall give all their time and attention to the business of said firm, for the common benefit; and neither party shall engage in any trade or business for his private benefit.

5. Correct books of account shall be kept, which shall always be open to the inspection of both parties; or their legal representatives, in which shall be regularly entered all moneys received and paid, and all purchases, sales, transactions and accounts relating to the business of said firm.

6. An account of stock shall be taken, and the accounts between the said parties, shall be settled, as often as once in every year, and oftener, if requested in writing by either party.

7. Neither of the said parties shall become surety for any person, or bind the firm as surety, in any case, without the written consent of the other.

8. No money or property shall be withdrawn by either party, or applied to his own use, except with the written consent of the other party; and in every such case, the same shall be charged, and his share of profits reduced in proportion to the amount withdrawn.

9. At the close of the partnership, the stock, property and debts shall be equally divided, after paying the debts and liabilities of the firm.

Witness our hands and seals, } A. B. (Seal.)
 this—day of—, A. D. 18—. } C. D. (Seal.)

Signed, sealed and delivered in presence of ———

NOTE.—The first entry in the day-book should be the above agreement.

Agreement to continue a Partnership.

We, the within named A. B. and C. D. do, by these presents, declare and mutually covenant and agree, unto and with each other, his and their executors, administrators and assigns, to continue the joint trade and

partnership within mentioned, for the further term of — years, if both of us shall so long live, to be accounted from the expiration of — years from the — day of —, A. D. 18—, with all the provisions and restrictions herein contained. In witness whereof, &c.

—

A Dissolution of Partnership.

A. B., of —, and C. D., of —, agree as follows : The partnership existing between said parties, under the firm of —, is dissolved. Said A. B., in consideration of \$—, paid to him by said C D, grants and assigns to said C D all his interest and right in all the goods and stock of said firm, and in all the debts and demands due said firm : with full power to collect them by suits or otherwise, in the name of said A B, and for his own use.

Said A B agrees that he will not do any act by which said C D may be delayed or hindered from collecting any of said debts or demands ; and that he will, on request, execute any proper instrument for enabling said C D to collect the same.

Said C D agrees to pay all debts and demands existing against said firm, and to indemnify and save harmless said A B from any loss, cost, damage or expense, to which he may be subject by reason of the same.

Witness our hands and seals, the — day of —, A. D. 18—.

A. B. (Seal.)

C. D. (Seal.)

Signed, sealed and delivered }
in presence of — }

Notice on Dissolution of Partnership.

Notice is hereby given, that the partnership lately subsisting between A B and C D, both of ———, under the firm of ——— expired on ———, [or was dissolved on ——— by mutual consent.] All debts owing to the said partnership, are to be received by said A B, and all demands on the said partnership, are to be presented to him for payment: [or A B is authorized to settle all debts due to and by said company.]

Notice where one partner only leaves the firm.

Notice is hereby given, that the partnership between A B, C D and E F, was dissolved on the ——— day of ———, so far as relates to the said E F. All debts due to the said partnership, are to be paid, and those due from the same, discharged, at the store of the late firm, in ———, where the business will be continued under the firm of B & D.

NOTE.—It is proper to publish a notice, immediately after a dissolution of a partnership, for the information of the public at large, and to send a special notice to all persons who have dealings with the company.

Limited Partnerships in Maine.

Persons forming such partnership, shall sign a certificate as follows :

· Notice is hereby given, that the subscribers have formed a partnership, under the name and firm of Wilson & Rice: that George Wilson, of ———, and Charles Rice, of ———, are general partners, and Samuel Ander-

son, of ———, is special partner; and that said special partner has contributed to the common stock of said partnership the sum of five hundred dollars. The business to be conducted by said firm, in the city of ——— is a general commission and forwarding business. Said partnership commences on ———, and is to terminate on ———.

Dated at Portland, the ——— day of ———, A. D. 18—.

GEORGE WILSON,
CHARLES RICE,
SAMUEL ANDERSON.

NOTE.—The above certificate must be acknowledged by all the parties, and recorded in the Registry of Deeds of the County, and after such registry, published in a newspaper printed in the county.

—

Mortgage, by quitclaim, as collateral security for a note.

Know all men by these presents, that I, A B, of ——— &c., in consideration of ——— dollars to me paid by C D, of ———, the receipt whereof is hereby acknowledged, do hereby grant, sell and quitclaim unto the said C D, his heirs and assigns, all my right, title, claim and demand, in and unto a dwelling house, lot, and out buildings, situate in ———, described and bounded as follows, viz: [describe them.]

To have and to hold the same to the said C D, his heirs, &c., to his and their use and behoof, forever.— And I do covenant to warrant, and defend the said granted premises, to the said C D, his heirs, &c., forever, against the lawful claims and demands of all persons, claiming under me.

Provided, nevertheless, that if I, the said A B, or my heirs, &c., shall pay to the said C D, his heirs, &c., the

sum of five hundred dollars in two years, with interest thereon semi-annually, then this deed, as also a certain note of hand bearing even date herewith, given by the said A B, to the said C D, to pay the said sum and interest at the times aforesaid, shall be void, otherwise, &c. In witness, &c.

—

Common Form to secure a Note.

Know all men by these presents, that I, A B, of—, in consideration of — dollars to me paid by C D, of —, the receipt whereof is hereby acknowledged, do hereby give, grant, sell and convey unto the said C D, his heirs, &c., my warehouse, situate in — described as follows, [describe.]

To have and to hold the aforegranted premises to the said C D, his heirs, &c., to his and their use and behoof forever. And I, the said A B, do hereby covenant with the said C D, his heirs, &c., for myself, my heirs, &c., that I am lawfully seized in fee simple, of the aforegranted premises: that they are free from all incumbrances; that I have good right to sell and convey the same to the said C D. And that I, and my heirs &c., will warrant and defend the said premises, to the said C D, his heirs, &c., forever, against the lawful claims of all persons.

Provided, nevertheless, that if said A B, or his heirs, &c., shall pay to the said C D, his heirs, &c., the sum of — dollars with interest, in one year from the date hereof, then this deed as also a certain note of hand, bearing even date with these presents, given by the said A B, to the said C D, to pay the same sum at

the time aforesaid, shall both be void; otherwise, the same shall remain in full force.

In witness whereof, I, the said A B, together with L B, my wife, who joins me in this deed for the purpose of relinquishing her right of dower in the premises, have hereunto set our hands and seals, this _____ day of _____, A. D. 18—.

A B [seal.]

L B [seal.]

This book should be returned to
the Library on or before the last date
stamped below.

A fine of five cents a day is incurred
by retaining it beyond the specified
time.

Please return promptly.

