

This Memorandum of a contract this day made and entered into between William Horsfall of the county of Granville and State of North Carolina, and A W Tourgee of the county of Wake in said state Witnesseth: That the said parties have this day entered into a partnership in the practice of the Law under the name and style of Tourgee & Horsfall in the said county of Granville, upon the following conditions, to wit: The said Horsfall agrees to open an office for the use of said firm in the town of Oxford, and to attend at and keep open the same, to attend to all cases before the inferior Courts of said county, and to assist in the prosecution of all cases before the Superior and Supreme Courts, and the courts of the United States held in this District, but is not required to attend any Courts outside the county. The said Tourgee agrees to attend the Superior Courts of said county, the Supreme Court and the Federal Courts of the District, and to attend to all causes of the said firm in such courts. The proceeds of said business shall be equally divided between the said partners, each paying his own expenses. Neither partner shall have power to incur any debts or liability on behalf of said firm, other than the liability arising from the engagement to perform legal services, and all receipts for money had and received on behalf of others, or in any matter of business

other than for fees for professional services shall be signed by the party receiving the same individually and not in the firm name. - The said partnership shall apply to all legal business which either party may undertake or transact for any person in said county of Granville, in whatever court in said State the same may be pending. There shall be semi-annual accountings between said partners at the regular terms of the Superior Court of said county. In case of any disagreement at said accountings the same shall be referred to the decision of any person said partners may agree upon, each partner shall select a member of the Bar and the judge of the Superior Court for the time being shall be umpire in case of their disagreement and the decision of such or any two of them shall be final.

No existing business of said partners shall be included in this contract except by special agreement between them. The expenses of the office, rent, fire, lights and stationery shall come out of the proceeds of the business before division thereof is made.

Whenever said partnership may be dissolved any disagreement which may arise shall be decided in the same manner as is provided for the settlement of differences at the semi-annual accountings.

This contract may at any time be made to any other county in this State

Witness our hands this 15th day of
August 1876 -

Wm. J. Touger
Wm. J. Touger
Wm. J. Touger

Memoranda of Partnership

1876

CHAUTAUQUA COUNTY NY HISTORICAL SOCIETY 2013