Legal Fees in Nineteenth-Century Kansas

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There is no aspect of law practice that has been more controversial than the question of fees. In Roman law, lawyers were first forbidden to ask for or accept fees at all. When this prohibition failed to have effect, legal fees were established by imperial legislation. During the Middle Ages, canon lawyers were prohibited from charging fees to their clients on the grounds that knowledge was a gift of God, and it would be an insult to God, therefore, to charge for the use of knowledge which had been given freely. In English law, lawyers were permitted to charge their clients for their services, but barristers, those who constituted the highest branch of the legal profession, were prohibited from suing clients who failed to pay. In effect, clients had the option to pay or not.

During the earliest colonial period in American history, lawyers were not popular. In the earliest days of the Massachusetts Bay Colony, lawyers were forbidden to practice altogether. When the colonists realized that they needed lawyers, the profession was grudgingly accepted into the colony, but the colonial government established fee schedules which set the maximum fees which could be charged for any particular transaction. These governmentally mandated fee schedules became popular throughout the thirteen colonies and, indeed, survived the Revolution. The justifications for these schedules were primarily distrust

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2. See id. at 9 (referring to a 204 B.C. Roman statute, Lex Cincia, that prohibited lawyers from accepting fees).
3. See id.
5. See Ross, supra note 1, at 10.
8. See id. at 8-9.
9. See id. at 9.
10. See Ross, supra note 1, at 10-12.
of the legal profession and the belief that lawyers, if left to their own devices, would overcharge their clients.\textsuperscript{11}

The legislation of maximum fee schedules continued well into the nineteenth century, as did distrust of the bar. It was also during this period, however, that lawyers began to band together in professional associations. These groups, these bar associations, had a number of purposes. First, they were designed to maintain professional standards, including regulation (usually in conjunction with the judiciary) of lawyers. Second, they were designed to foster collegiality amongst members of the bar. For instance, the Suffolk County Bar in Massachusetts promulgated rules for its members in a published document in 1819.\textsuperscript{12} Article II of these rules provided that the Bar would have an annual dinner, to which each member would contribute a portion of the cost.\textsuperscript{13} Even more interesting, these rules also provided for a form of insurance.\textsuperscript{14} Article V provided that each member of the Bar should contribute one dollar annually to a fund: "to be held in trust for the relief of such members of the Bar, or their families, as by reason of reduced circumstances shall stand in need of assistance."

The longest of the articles is Article X.\textsuperscript{16} Article X established a schedule of minimum fees to be charged.\textsuperscript{17} Unlike the statutory fee schedules designed to limit legal costs, the fee schedule adopted by the Suffolk Bar—which itself was a model for other bar associations—was designed for a very different purpose. The Bar Association, itself, provided a justification for publishing the minimum fee schedule:

Taking into [account] that the rules of the Supreme Judicial Court require that nine years, at least, should have been passed in literary and professional pursuits, to qualify a man for admission to that Court as an attorney thereof . . . and [ ] that those who take upon themselves to perform professional duties are, and ought to be, [bound] to indemnify their clients for all losses or damages which are occasioned by negligence or want of professional knowledge; and lastly, that the members of the profession are never applied to, if the party can obtain, without their agency, the rights which the laws of the land secure to [them] . . . .\textsuperscript{18}

In other words, the lawyers of Suffolk County believed that it was time consuming and expensive to become a lawyer, that they were subject to

\textsuperscript{11} See \textit{id.} at 11-12.
\textsuperscript{12} See \textit{COUNTY OF SUFFOLK, RULES OF THE BAR OF THE COUNTY OF SUFFOLK} (1819) (on file with author).
\textsuperscript{13} See \textit{id.} at 4-5.
\textsuperscript{14} See \textit{id.} at 7.
\textsuperscript{15} \textit{Id.}
\textsuperscript{16} See \textit{id.} at 10-16.
\textsuperscript{17} See \textit{id.}
\textsuperscript{18} \textit{Id.} at 10.
malpractice suits, and that clients only came to them when they had no other choice. Thus, they reasoned they were entitled to receive reasonable fees. What the Suffolk rules do not mention is that competition for law clients was fierce at this time and that competition tends to lead to price-cutting. So, the Bar came together collectively and decided to exercise oligopoly power. All lawyers who became members of the Bar Association agreed to abide by the minimum fees established in the rules.19

What were these fees? A lawyer who was asked to advise on property in dispute of a value less than $500 could charge no less than $4.20 If the property was valued at more than $500, he could charge no less than $5.21 A variety of other fees are set forth.22 For instance, for arguing a case in the supreme judicial court, a lawyer could charge no less than $20.23 A divorce action could cost no less than $20 in fees.24 The same charge was to be made for representing a client in a naturalization process.25 Needless to say, these amounts charged, while they sound negligible today, were quite substantial in 1819.

During the period before the Civil War, it was common to see a variety of regulations about fees. In some states, statutory maximum fee schedules remained in force.26 In other jurisdictions, bar associations copied the Suffolk County model and established minimum fee schedules.27 In other places, no regulation of any sort was in place and lawyers were left to fend for themselves when it came to setting and charging fees. We do know that many lawyers grew rich in the practice of law and that fees could range from only a few dollars to thousands of dollars in complex cases involving famous advocates. Thus, by the end of the Civil War, there was no uniformity of the way to treat lawyers’ fees in the United States.

And, thus, we come to Kansas. In its earliest days as a territory, Kansas had a small but active bar centered in Leavenworth, where there were both a state and a federal court and a number of practicing lawyers.28 This continued into the first years of statehood. By the end of the Civil War, the number of lawyers in Kansas was growing and lawyers were

19. See id. at 4.
20. See id. at 11.
21. See id.
22. See id. at 10-16.
23. See id. at 14.
24. See id.
25. See id.
26. See ROSS, supra note 1, at 13.
27. See id. at 12.
practicing throughout the state. 29 Both Lawrence and Wichita were growing communities and, as such, had growing bars. We can begin with Lawrence.

By the end of the Civil War, Lawrence was a thriving community. 30 Having suffered from the murderous raids by Quantrill and his followers and having been burned several times, it refused to die. 31 In 1866, the recovery of the town was confirmed by publication of a city directory. 32 The directory lists all of the citizens of the town as well as the many thriving businesses they owned and operated. 33 The town had several newspapers, boarding houses, restaurants, and a growing bar. 34 The city directory white pages list nineteen attorneys and the business directory lists twenty-three practicing lawyers, of whom sixteen practiced in partnership and seven as solo practitioners. 35 All of the lawyers had offices on Massachusetts Street, with five occupying the "Eldridge Block" at 77 Massachusetts and three each at 81 Massachusetts and 63 Massachusetts. 36 We actually know a fair amount about the Lawrence and Douglas County Bar of this period because of a letter preserved in the Kansas Collection at the University of Kansas published by Paul Wilson in 1961. 37 This letter was written by a young lawyer named Elliot V. Banks in 1862 to a friend in New York, from where Mr. Banks had emigrated. 38 Mr. Banks was one of the lawyers listed as practicing in the Eldridge Block in 1866. 39 In his letter, Mr. Banks described a typical frontier bar. The members varied in knowledge from being rather ignorant to those with a firm grasp of the law. 40 Their business consisted in large part of working for the railroads, trying land disputes, and drawing deeds and mortgages. 41 Added to this were a variety of other civil and criminal matters. 42 What comes

29. See id. at 40.
30. See DAVID DARY, LAWRENCE, DOUGLAS COUNTY, KANSAS: AN INFORMAL HISTORY 139 (1982).
31. See id. at 113-16.
32. See THE LAWRENCE CITY DIRECTORY AND BUSINESS GUIDE FOR 1866 (photo. reprint n.d.) (Lawrence, Kan., Boughton & McAllaster 1866) [hereinafter 1866 DIRECTORY] (on file with the Douglas County Historical Society Library, Lawrence, Kan.).
33. See id. at 37-82, 85-95, 103-04.
34. See id. at 30, 85, 87, 94.
35. See id. at 37-82, 85.
36. See id. at 85.
38. See id. at 123.
39. See 1866 DIRECTORY, supra note 32, at 85.
40. See Letter from Elliot V. Banks to John Hutchings, supra note 37, at 125-32.
41. See id.
42. See id.
through clearly in Mr. Banks's letter is that there were a fair number of lawyers doing business in Lawrence during the 1860s. Indeed, Mr. Banks pointed out that some lawyers did not even practice much, if at all, preferring to earn their income through land speculation.\(^4\) The ratio of lawyers to the general public was relatively high, especially for a frontier community. All of this suggests that the potential for competition amongst the lawyers in Lawrence was very real.

Evidence of the existence of such competition can be found in the pages of the Lawrence newspapers. Lawyer advertising is common. The majority of the advertisements are reproductions of the lawyers' business cards in the following form:

\[
\text{SMITH & HAMPTON,} \\
\text{Attorneys at Law,} \\
\text{War Claims Agents,} \\
\text{AND NOTARY PUBLIC,} \\
\text{LAWRENCE, KANSAS.}
\]

\[\text{WILL PRACTICE IN DIFFERENT Courts of this State. Particular attention} \\
\text{given to collecting and securing claims. Office over Geo. Leis's Drug Store.}\]

But evidence of real competition, beyond simple advertising, is also to be found. The following advertisement appeared in the *Kansas Daily Tribune* published in Lawrence on May 10, 1867:

\[
\text{E. D. LADD,} \\
\text{Attorney at Law,} \\
\text{Notary Public, Conveyancer,} \\
\text{LAND & CLAIM AGENT.} \\
\text{HE WILL ATTEND TO ALL business intrusted to him, with neatness and} \\
\text{dispatch, and at LOWEST RATES.} \\
\text{Office in Miller's Old Block, where he has been for seven years past.}\]

And there, we have it: price-cutting by a lawyer in 1867 Lawrence.

Further evidence of competition among lawyers in Lawrence is presented by the 1871 Lawrence city directory.\(^5\) In this directory, published only five years after the first, we find a marked increase in the number of lawyers in the town.\(^6\) In 1871, there were, by the city directory white pages, thirty-three lawyers and twenty-seven lawyers listed in the

\[\text{References:}\]

43. See id. at 128.
44. Advertisement, KAN. DAILY TRIB. (Lawrence, Kan.), May 1, 1868, at 1.
45. Advertisement, KAN. DAILY TRIB. (Lawrence, Kan.), May 10, 1867, at 3.
46. DIRECTORY OF THE CITY OF LAWRENCE FOR 1871 (photo. reprint n.d.) (Lawrence, Kan., J.T. Atkinson 1871) (on file with the Douglas County Historical Society Library, Lawrence, Kan.).
47. See id. at 17-101, 107.
business directory. Again, we may speculate that the growing westward movement in the United States, the extension and increase in the number of railroads, and the growing importance of Kansas as an agricultural center may all have contributed to this increase in lawyers because all of these changes must have also brought more opportunities for legal business. Whether these speculations are true, however, the lawyers of Lawrence, Kansas, decided to lessen competition by restricting price-cutting in September of 1869 when they banded together, and agreed to and published a minimum fee schedule, a copy of which is preserved in the library of the Kansas State Historical Society in Topeka.

The fee schedule adopted by the members of the Douglas County Bar in September, 1869 was published in the form of a single-sheet broadside. Presumably, it took this form so that it could be prominently posted in law offices so that clients would be made immediately aware of its contents. It is headed "Douglas County Bar, Tariff of Fees." This heading itself is of some interest because it suggests this document was a product of an organized bar. In fact, the broadside is signed at the bottom by twenty-three signatories, consisting of lawyers and law firms, a number which would suggest that virtually all of the practicing lawyers in Douglas County were signatories. Thus, this broadside is evidence of the first organized bar in Kansas, although it would appear that the lawyers did not act collectively for any purpose other than this fee schedule.

The schedule itself is divided into seven categories: Supreme Court, District Court, Collections, Criminal Cases, Probate Court, Justice Court, and Miscellaneous. Each of these categories is further subdivided. These categories and subdivisions are quite important, for they reveal not only what legal fees were charged, but also provide a window into the nature of practice in Lawrence during this early period.

A number of features of this schedule are worthy of comment. First, the types of legal activity mentioned in the fee schedule are consistent with those mentioned by Mr. Banks in his 1862 letter. Lawrence lawyers seem to have spent much of their time either in litigation, collections, drawing notes, deeds, and mortgages, or in probate matters, including will drafting. One type of business which is absent from both Mr. Banks’s letter of 1862 and the fee schedule of 1869 is appearances in the federal court system.

48. See id.
49. See DOUGLAS COUNTY BAR, TARIFF OF FEES (1869) [hereinafter DOUGLAS COUNTY FEES] (on file with the Kansas State Historical Society, Topeka, Kan.). A copy is reprinted with permission in Appendix A of this Essay.
50. Id.
51. See id.
The absence of a specific reference to federal court litigation suggests that this was not a routine type of activity for Lawrence and Douglas County lawyers. Perhaps they left this to the Leavenworth County Bar. 52

Among the types of cases which were routine enough so as to be mentioned in the fee schedule, several are quite interesting. For instance, the schedule provides fees for both contested and uncontested divorces. 53 There is also a set fee for giving written opinions as there is for depositions. 54 Interestingly, Douglas County lawyers charged a differential fee for attending court in Lawrence and for having to attend court "in the country." 55 And, of course, it is notable that these lawyers were prepared to take cases up to the Kansas Supreme Court sitting in Topeka rather than leave such appeals to their brethren of the Shawnee County Bar.

The fees themselves are fascinating. The three most expensive activities listed are for arguing a case in the Kansas Supreme Court, for representing a party in a contested divorce, and for defending a client in a capital case. 56 For each of these, the lawyers demanded no less than a $100 fee. 57 The next most expensive fee was $50 for defense of a felony case as well as a petition for habeas corpus in a criminal case. 58 An ordinary civil case in the district court cost at least $25 but could run quite a bit more depending on how long it took and what motions were made. 59

A will cost no less than $10 but most other documents cost only a minimum of $2. 60 Even a simple letter cost no less than $1. 61 Collections were the only type of business in which the Douglas County lawyers charged percentage fees: 10% on sums less than $3,000 and 7.5% on sums greater than $3,000. 62 Obviously, then as now, a collections practice could be quite lucrative.

Evidence of the relationship between the amounts in dispute in cases and the actual cost of lawyers' services during this period comes from the reports of cases printed in the local Lawrence newspapers. Often these reports include not only the facts of the dispute and the court's decision,

53. See DOUGLAS COUNTY FEES, supra note 49.
54. See id.
55. Id. In some cases, the fee for attending court "in the country" was considerably higher. Id.
56. See id.
57. See id.
58. See id.
59. See id.
60. See id.
61. See id.
62. See id.
but also the amounts in dispute. For instance, four cases were reported by the Kansas Daily Tribune on May 10, 1867. All four had been tried and decided in the Douglas County District Court on the previous day. The first was a case between Richard Stephens and Peter Barton. The case was tried before a jury and a verdict was given for the plaintiff in the amount of $167. The second case was between one Federick Ledrick and Harvey Spalding. This, too, was tried before a jury, which returned a verdict for the plaintiff in the amount of $146.75. The third case heard that day was between George Thomas and Harvey Spalding. It was tried to the court and judgment was given for the plaintiff in the amount of $116.50. The fourth case was between William Butler and A.A. Spicer. This case, too, was tried to the court and a judgment for the plaintiff was given in the amount of $636.54. If one compares these awards to the minimum fees set out in the 1869 fee schedule, one sees that the minimum fee for trying each of these cases would have been $25, a significant percentage of these awards.

To further put in perspective the level of the fees prescribed in the 1869 schedule, it is useful to have some idea of what other goods and services cost in Douglas County at this time. First, we might look at the salary of the Lawrence City Attorney, A.H. Foote. He was paid a retainer of $250 per year, the same amount as paid to the Lawrence medical health officer. The superintendent of the Lawrence public schools received $500 per year. A copy of Webster's Dictionary cost $6.25. A copy of the Kansas Daily Tribune was a nickel, and the Durfee House, a hotel and boarding house in Lawrence, which labeled itself as a “first class house,” cost $2 per day. Mr. Banks, in 1862, wrote to his friend back east that the trip from New York to Lawrence cost him $50, but he probably could have saved himself $10 if he had brought his own provisions.

What all of this adds up to, of course, is that the minimum fees collectively agreed to by the Douglas County lawyers on September 6,

63. District Court, KAN. DAILY TRIB. (Lawrence, Kan.), May 10, 1867, at 3.
64. See id.
65. See id.
66. See id.
67. See id.
68. See Council Proceedings, KAN. DAILY TRIB. (Lawrence, Kan.), May 1, 1868, at 3 (ordering payment of the $62.50 quarterly salary to the city attorney and the $250 annual salary to the medical health officer).
69. See DEPARTMENT OF PUBLIC INSTRUCTION, CITY OF LAWRENCE, SECOND ANNUAL REPORT OF THE BOARD OF EDUCATION FOR THE YEAR ENDING JULY 31ST, 1869, at 14 (1869).
70. See id. at 15 (showing a purchase of 12 such dictionaries for $74.84).
71. See Advertisement, KAN. DAILY TRIB. (Lawrence, Kan.), May 1, 1868, at 3.
72. See Letter from Elliott V. Banks to John Hutchings, supra note 37, at 131.
1869, were fairly high and, as a result, the cost of hiring a lawyer was substantial.

Due to the vagaries of time and chance, it is possible to compare the fees charged by lawyers in Douglas County with those of their brethren in Sedgwick County. The Bar of Wichita and Sedgwick County published a minimum fee schedule on July 27, 1872.\textsuperscript{73} This schedule, like the earlier one from Douglas County, was printed as a single-sheet broadside and, presumably, for the same reason. It is interesting to note that the typeface of the Wichita broadside, particularly of the title, is far more elaborate than that of the Douglas County document.

The Sedgwick County schedule also resembles the Douglas County schedule in that it was subscribed to by the members of the Sedgwick County Bar. Sixteen signatories, consisting of lawyers and law firms, signed the schedule.\textsuperscript{74} The title of the document also refers to "the Bar of Sedgwick County,"\textsuperscript{75} again, what may be the first instance of collective action by this county's lawyers. This schedule is divided into six categories: Supreme Court, District Court, Collection Without Suits, Probate Court, Justice's Court, and Miscellaneous.\textsuperscript{76} Interestingly, while one might expect that Wichita lawyers had a somewhat different practice than Lawrence lawyers, since Wichita in 1872 was less settled than was Lawrence in 1869, the types of cases and activities listed in the fee schedules are rather similar.\textsuperscript{77} This may well be because the Sedgwick County document may have been copied from the earlier Douglas County document, although there is no proof—beyond the similarity between the two documents—of this. What is different about the two schedules, however, are the minimum fees to be charged. Many of the minimum fees prescribed by the Wichita document are half of those prescribed for the same transactions by the Lawrence document.

In Wichita, the minimum fee for appearing in the Kansas Supreme Court was $50\textsuperscript{78} and for appearing in the District Court of Sedgwick

\textsuperscript{73} See Schedule of Minimum Fees of the Bar of Sedgwick County, Kan. (Wichita, Kan., Wichita Eagle Print 1877) (hereinafter Sedgwick County Fees) (on file with the Kansas State Historical Society, Topeka, Kan.). A copy is reprinted with permission in Appendix B of this essay.

\textsuperscript{74} See id.

\textsuperscript{75} Id.

\textsuperscript{76} See id.

\textsuperscript{77} On the early history of Wichita, see generally Richard M. Long, Wichita 1866-1883: Cradle Days of a Midwestern City (1945); H. Craig Miner, Wichita: The Early Years, 1865-1880 (1982).

\textsuperscript{78} See Sedgwick County Fees, supra note 73. In Douglas County, the fee was $100. See Douglas County Fees, supra note 49.
County was $10.\textsuperscript{79} A contested divorce cost $50 as well.\textsuperscript{80} Quite interestingly, no separate fee was set out for defending a capital case, though certainly such cases were tried. Defense of a felony, however, cost $50, the same as in Douglas County.\textsuperscript{81} Written opinions and wills cost $10, again, the same as in Douglas County.\textsuperscript{82} Deeds and mortgages only cost $1.50 in Wichita, but contracts were $3, one dollar more than in Douglas County.\textsuperscript{83}

Once again, it is possible to speculate as to why the Wichita and Sedgwick County lawyers decided to publish their schedule of fees in July, 1872. It may be that they were imitating the Douglas County Bar. It seems likely that some of the members of the Wichita Bar would have known of and seen the Douglas County document. It is also quite possible that the Wichita lawyers were attempting to stifle cost-cutting and price competition in the same way as the Lawrence lawyers. By 1872, Wichita was already becoming a “boom town.” According to Professor Craig Miner, Wichita’s preeminent historian, by 1870 “Wichita proper had . . . a population of eight hundred people. In late 1870 there were 3 churches . . . 2 billiards saloons . . . ‘and too many law offices to count.’”\textsuperscript{84} The Wichita Business Directory for 1878 lists twenty-one law partnerships or solo practitioners, a rather remarkable number given the fact that the first lawyer opened practice in Wichita in 1869.\textsuperscript{85} No doubt, the Texas cattle drives, which began to come to Wichita in 1872, did much not only to improve the economy of Wichita, but also to attract lawyers to the town.\textsuperscript{86} Indeed, Kos Harris, who first moved to Wichita to practice law in 1872, gives the impression that the Wichita Bar of this period was quite active and not averse to collective action to rid itself of unwanted members.\textsuperscript{87} Thus, we may well suppose that the Wichita lawyers who signed and published the fee schedule of 1872 did so in order to maintain a high level

\textsuperscript{79} See Sedgwick County Fees, supra note 73. In Douglas County, the minimum fee for a civil case in district court was $25. See Douglas County Fees, supra note 49.

\textsuperscript{80} See Sedgwick County Fees, supra note 73. A contested divorce cost $100 in Douglas County. See Douglas County Fees, supra note 49.

\textsuperscript{81} See Sedgwick County Fees, supra note 73; Douglas County Fees, supra note 49.

\textsuperscript{82} See Sedgwick County Fees, supra note 73; Douglas County Fees, supra note 49.

\textsuperscript{83} See Sedgwick County Fees, supra note 73; Douglas County Fees, supra note 49.

\textsuperscript{84} Miner, supra note 77, at 48.

\textsuperscript{85} See Long, supra note 77 (inside back cover) (reprinting the “Wichita Business Directory,” which lists Wichita’s “Attorneys-at-Law” in 1878); Long, supra note 77, at 3 (noting that Reuben Riggs opened the first law office in Wichita).

\textsuperscript{86} See id. at 6, 8-9 (estimating $2,000,000 of cattle money changed hands in Wichita in 1872).

\textsuperscript{87} See Kos Harris, A Lawyer's Reveries of the Times When Wichita Was in the Gristle, in History of Wichita and Sedgwick County, Kansas 132, 150 (O.H. Bentley ed., 1910). Harris continued to practice well into this century in Wichita. There is now a high school named in his honor.
of fees. Of course, these fees were not so high as those in Lawrence and Douglas County.

Both the Sedgwick County and the Douglas County fee schedules not only set minimum fees, but also address the issue of payment of fees. A fee is only so good as it is collectible. Both schedules contain the same language on when and how fees become due or payable: "The above fees shall be due and payable, whether the moneys are made or not, and whether the party succeeds or fails." First, of course, this statement expressly disclaims the possibility of charging contingency fees. During this period, contingency fees were considered to be highly unethical and impermissible. Second, the statement does not specify when fees are to be paid. There is evidence, apart from the fee schedule, that some attorneys chose to avoid collection problems by demanding their fees during the pendency of a case. Kos Harris wrote of one Wichita lawyer, George Salisbury, who took this course: "It was said of him . . . that he never asked a client for money until one hour, or at [least] half a day, before a case was called for trial [and] [t]his course caused the client to 'hump himself' for money, when George whispered to him: 'No money, no trial.'" While today such a course of action would be deemed unethical, we must remember that many of the clients Kansas lawyers had may well have been transients who might flee without paying their fees.

When we consider the significance of these two fee schedules, it becomes apparent that they are quite important. First, they stand as testimony to what was most likely the earliest collective action by Kansas lawyers and the first hints of the organized bar to come in later decades. They also provide evidence of the nature of Kansas legal practice in both Douglas and Sedgwick Counties and, therefore, provide strong corroboration for Mr. Banks's letter to his friend and for Kos Harris's published reminiscences. And, of course, they permit us to have a unique glimpse at the cost of legal services in Kansas during its early days and provide hints as well that, even in the earliest days of statehood, Kansas may well have suffered from a "lawyer glut."provide hints as well that, even in the earliest days of statehood, Kansas may well have suffered from a "lawyer glut."

88. *infra* Appendices A and B. It is interesting—and indicative of a relationship between the two documents—that both have exactly the same language on this point.


90. Harris, *supra* note 87, at 146.
## Appendix A

**Douglas County Bar, Tariff of Fees.**

**ADOPTED SEPTEMBER 1, A.D. 1889.**

**SUPREME COURT.**

1st. For Cases in the Supreme Court, not less than $125.00.
2nd. No continuance is taxed Court for less than 15.00.

**DISTRICT COURT.**

1st. No civil case, whether tried or not, for less than $25.00.
2nd. Each continuance, not less than 5.00.
3rd. Motion and Demurrer, each not less than 5.00.
4th. Arguing Motion or Demurrer, not less than 5.00.
5th. Motion for New Trial, not less than 10.00.
6th. No return less than 10.00.
7th. Bill of Exceptions, or made case, not less than 10.00.
8th. Preparing Brief, not less than 10.00.
9th. Trial of case, each day, not less than 25.00.
10th. Divorce case, without contest, not less than 50.00.
11th.Divorce case, with contest, not less than 100.00.

**COLLISIONS.**

19th. Without suit, no case less than $5.00.
15th. On all cases claimed less than $2,000.00, not less than 10 per cent.
16th. On all cases claimed over $2,000.00, not less than 14 per cent.
17th. For every provisional remedy in addition to the above rates, not less than $15.00.
18th. Confirmation of sale, not less than 5.00.

**CRIMINAL CASES.**

17th. In all cases of Felony, not less than $50.00.
16th. In all cases of Misdemeanor, not less than 25.00.
15th. In all Capital Cases, not less than 100.00.
14th. In cases of Habeeb Corpus, not less than 50.00.

**PROBATE COURT.**

1st. Obtaining Letters of Administration or proving will, or retainer for estate when value does not exceed $7,000.00 such, not less than 10.00.
2nd. Retainer when estate is over $7,000.00, not less than 5.00.
3rd. Collections and other services, same as in the District Court.
4th. Appointment of Guardian, not less than 5.00.
5th. Supervising sale of land, and confirmation of same, not less than 10.00.
6th. Preparing accounts of Executors, Administrators or Guardians, not less than 10.00.

**JUSTICE COURT.**

1st. In cases of Forcible entry and Detainer, not less than 50.00.
2nd. In all other cases in town, cases of $100.00 or less, if contested, not less than 10.00.
3rd. Trial on all suits in controversy over $100.00.
4th. For time employed in trial before Justice, per day, not less than 10.00.
5th. Double the above rates out of the city and in the country.
6th. Criminal trials, including preliminary examinations, in the city, not less than 15.00.
7th. Out of the city and in the country, not less than 25.00.

**MISCELLANEOUS.**

1st. Taking Depositions, per day, exclusive of expenses, not less than 10.00.
2nd. Preparing notices to take depositions and instructions, not less than 5.00.
3rd. Drawing wills, not less than 10.00.
4th. Drawing deeds and mortgages, each not less than 2.00.
5th. Drawing contracts, agreements, bonds, leases, and bills of sale, not less than 3.00.
6th. Drawing assignments for benefit of creditors, not less than 10.00.
7th. Counsel fees, not less than 3.00.
8th. Written opinion, not less than 10.00.
9th. Correspondence, each letter 1.00.
10th. In all cases, Attorneys are at liberty to charge such fees as may be equivalent to the character of the case, but not less than the above mentioned.

11th. The above fees shall be due and payable whether the money is made or not, and whether party succeeds or fails.
12th. All disbursements to be added to the foregoing charges.
13th. The above rates shall be observed alike by attorneys for both plaintiff and defendant.

We, the undersigned attorneys, hereby agree and pledge ourselves to fully observe and comply with the foregoing rates in our practice, from and after the date.

DATED, September 1st, 1889.

SOMAN & SOMAN.
J. R. LOWDEN.
E. T. MITCHELL.
J. B. RYAN.
W. S. SOLOMON.
A. M. F. RANDOLPH.
L. L. TAYLOR.
W. A. WIRTZ.
R. W. HUGHES.
J. E. BROWN.
W. W. BROWN.
H. M. BUTCHER.
H. M. BUTCHER.
J. W. HAMPTON.
J. S. HAMPTON. 
Appendix B

### Schedule of Minimum Fees

**Bar of Sedgwick County, Kan.**

**Adopted July 27th, 1872.**

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supreme Court: For any appearance in said Court, not less than</td>
<td>$50.00</td>
</tr>
<tr>
<td>District Court: For instructing counsel, not less than</td>
<td>$20.00</td>
</tr>
<tr>
<td>For contesting trial, not less than</td>
<td>$20.00</td>
</tr>
<tr>
<td>For making and arguing any motion or demurrer,</td>
<td>$10.00</td>
</tr>
<tr>
<td>For preparing fee</td>
<td>$10.00</td>
</tr>
<tr>
<td>For all exceptions or case made</td>
<td>$5.00</td>
</tr>
<tr>
<td>For special case or details</td>
<td>$5.00</td>
</tr>
<tr>
<td>For drawing contract,</td>
<td>$5.00</td>
</tr>
<tr>
<td>For determining on charge of misconduct</td>
<td>$5.00</td>
</tr>
<tr>
<td>For cases of habeas corpus</td>
<td>$5.00</td>
</tr>
<tr>
<td>For all cases of habeas corpus</td>
<td>$5.00</td>
</tr>
<tr>
<td>For preparing and filing of cases</td>
<td>$5.00</td>
</tr>
<tr>
<td>For taking deposition, per day, not less than</td>
<td>$2.00</td>
</tr>
<tr>
<td>For writing any will,</td>
<td>$2.00</td>
</tr>
<tr>
<td>Drawing deeds and mortgages</td>
<td>$2.00</td>
</tr>
<tr>
<td>Preparing and filing plans of surveys</td>
<td>$2.00</td>
</tr>
<tr>
<td>For drawing contracts and agreements</td>
<td>$2.00</td>
</tr>
<tr>
<td>For preparing and filing of any other papers,</td>
<td>$2.00</td>
</tr>
<tr>
<td>For excess of $500 and less than $1000</td>
<td>$1.00</td>
</tr>
<tr>
<td>For excess of $1000 and less than $1500</td>
<td>$0.50</td>
</tr>
<tr>
<td>For excess of $1500 and less than $2000</td>
<td>$0.25</td>
</tr>
<tr>
<td>For excess of $2000 and less than $2500</td>
<td>$0.10</td>
</tr>
<tr>
<td>For excess of $2500 and less than $3000</td>
<td>$0.05</td>
</tr>
<tr>
<td>For excess of $3000 and less than $3500</td>
<td>$0.025</td>
</tr>
<tr>
<td>For excess of $3500 and less than $4000</td>
<td>$0.0125</td>
</tr>
</tbody>
</table>

**Miscellaneous**

- For all cases, attorneys are at liberty to charge such fees as may be equivalent to the character of the case, but not less than the above mentioned.
- The above fees shall be due and payable, whether the services are rendered or not, and whether the party succeeds or fails.
- All disbursements to be added to the foregoing charges.
- The above fees shall be observed only by attorneys for both plaintiffs and defendants.

*Note: The schedule is followed by a list of signatories and a statement regarding the adoption of the schedule.*