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Beyond the personal-anonymous divide: Agency relations in powers of attorney in France, 18th–19th centuries[1]

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Abstract: Powers of attorney are often interpreted as evidence of trust among the parties involved, and as such, of the existence of personal links between principals and their proxies. We build a novel dataset of notarized powers of attorney capturing a wide variety of agency relationships in four large French commercial cities in the eighteenth and nineteenth centuries to test hypotheses on the relational basis of economic relationships. We find little support for the idea of an evolution from personal to anonymous relationships during our period. Rather, our results point to the complementarity of embeddedness and formality, and suggest an increase over time in the importance of relationships based on repeated interactions, and a broad homophily driving merchants to choose fellow merchants as proxies.

1 We thank James Fenske, Timothy Guinnane, James Hines, Paul Lagneau-Ymonet, Naomi Lamoreaux, William Miller, Francesca Trivellato, Lisbeth Wallmann and seminar participants of The 9th Meeting of the Caltech Early Modern Group for helpful comments. Hunter Harris provided excellent research assistance. This working paper is part of a wider research project, Fiduciae, funded by the French National Agency for Research, and led by Arnaud Bartolomei: see http://cmmc-nice.fr/recherches-2/programmes-finances-2/fiduciae/. We acknowledge his contribution as well as that of other members of the team, especially Boris Deschanel, Matthieu de Oliveira, Nadège Sougy. Bartolomei and Deschanel, along with the authors, directly took part in the collection of the data from archival material.

Looming large as a backdrop to descriptions of the transition to the modern period, the tale of modernity contrasts the premodern world's reliance on private-order, personal-based modes of interaction, to which less-developed societies are confined, with the individualistic framework of impersonal exchanges enabled by formal institutions and impartial courts.[2] In a different guise, this narrative has been quite pervasive in other disciplines, and the storyline itself was shared by many contemporaries. North and others echo Weber's account of the developmental path of societies, in which modernization is characterized by a movement from status to contract, or, more precisely, by "the replacement of a fraternal by a business relationship, i.e., of a status contract by a purposive contract".[3] Contemporary actors had, in turn, ambivalent feelings towards these transformations. Adam Smith praised the move away from noncommercial societies, in which personal relationships could imply dependence, to more impersonal commercial societies, which he equated with freedom.[4] Others feared, however, that trust, and therefore credit, would collapse in the context of easily negotiable bills of exchange, corporations with large numbers of shares, and professional agents paid to perform the duties of a proxy, instead of friends representing friends. These trends were viewed as symptoms of a change from a traditional to a money-driven, possibly faithless society – and heated debates took place about the desirability of this change.[5]

This broad-brushed narrative attributes the allegedly inexorable move of Western societies — from the former ideal-type to the latter — to an accumulation of structural changes that arguably culminated at the end of the eighteenth century with the French and the industrial revolutions, both of which established important legal and economic foundations for impersonal markets. Together, the French Revolution, which fashioned a new legal system (e.g., abolishing

2 Greif, *Institutions*; North, *Economic change*; Dixit, *On modes*.

3 Weber, *Economy and society*, p. 709.

4 Berry et al., eds., *Adam Smith*.

5 Kessler, *Revolution*, chapters 4 and 5 depict the growing anxiety due to the depersonalization of credit relations; on lawyers criticizing professional proxies see Xifaras, 'Science sociale'.

the guilds in 1791 and, with them, the old social order that rested on status and communities), and the Napoleonic codification of the 1800s (improving access to courts and guarantying property rights with, for instance, the creation of an official registry) promoted more impersonal market relationships.[6] The granting of legal equality to all men of property is a cornerstone of the narrative about the rise of impersonal societies, in which contracts replaced personal commitments. Nowhere during this period were the changes in the legal underpinnings of markets as pronounced as in France. If the standard modernization narrative holds true, they should be most observable in France over this period. At the same time, profound developments in the organization of commerce accompanied the Industrial Revolution, fueling the emergence of competitive and impersonal markets.[7] In reaching new markets, merchants had to overcome, in Braudel's words, "distance, the first enemy".[8] Representation furnished a means to conduct transactions at a distance and support the geographically expanding structure of commerce. In addition, merchant houses grew in size, creating more hierarchical structures and sharpening the need to delegate. More complex operation chains, in turn, required merchants to specialize and to further delegate non-core activities. Similar to business associations, sea loans, insurance, and bills of exchange, powers of attorney were part of the menu of contractual choices that offered merchants a device to span space, scale, and scope. Studying from a micro perspective when and how these contractual practices responded to this macro modernization allows us to revise the macro narrative, especially with respect to the timing of a supposed transition.

In this paper, we empirically test whether relationships became more impersonal and formalized in France from the eighteenth to the nineteenth centuries by analyzing power of attorney contracts that tied together principals and their proxies. In particular, we test whether principal-proxy relationships became less embedded in families or communities, and more impersonal and formal. To this effect, we use almost 900 notarized proxy forms, covering 4 large French commercial cities at 3 different points in time — 1751, 1800, and 1851 — to build a novel dataset containing information on the identities of principals and proxies, their

6 See e.g., Rosenthal, 'Development of irrigation'. Arruñada and Andonovo, 'Common Law'.

7 For a discussion on the role of long-distance trade, see O'Rourke et al., 'Trade and Empire'.

8 Braudel, *The Mediterranean*, title of Part 2, p. 355.

relationships, and the terms of these delegation contracts. Because such contracts capture a wide variety of agency relations (e.g., legal representation, debt recovery, inheritance proceedings, management of business and assets), studying powers of attorney offers one way to test whether relationships became more impersonal and formal over time across several markets.

While we are interested in empirically testing the idea of a radical change from personal, communitarian-based to formal, anonymous relationships in agency contracts (Hypothesis 0), we have also devised more fine-grained hypotheses, especially regarding the powers of attorney given by merchants. Through Hypothesis 1 we test whether "personal" and "formal" foundations of trust were used as complements, not substitutes, throughout our period; for example, as when formal clauses were used to ensure the loyalty of agents after the matching has occurred on a personal basis. Hypotheses 2 and 3 question the dichotomy between personal relationships (generally thought of as embedded in a family or ethnic community) and anonymous relationships by putting forward other types of relationships that might have become more common during our period. Hypothesis 2 focuses on relationships that are created by repeated economic interactions in a context of division of labor, whereas Hypothesis 3 suggests that signaling that one is part of the merchant community could in itself foster preferential relationships.

The extensive paper trail left in early modern and modern archives by powers of attorney (*mandats* in French) testifies to their importance.[9] Those proxy forms (*procurations*) are everywhere in the French notarial records and present in most Continental European and U.S. archives.[10] For the year of 1851, proxy forms represent 14 per cent of all Parisian notarial records (ca. 60,060 acts in total).[11] Of these proxy forms, 40 per cent were intended to enable a financial operation on government annuities, 15 per cent were to facilitate an inheritance process, and more than 20 per cent enabled the proxy to manage all or most of the principal's properties (land,

9 We use "proxy form" to refer to the piece of paper recording the contract, and "power of attorney" to refer to the contract itself (it may or may not exist in writing).

10 For powers of attorney in the Amsterdam notarial archives, see Antunes and Silva, 'Cross-cultural entrepreneurship'. Trivellato, *Familiarity*, mentions the use of powers of attorney in several European countries. For U.S. examples in our period, see e.g., Acker, *Deeds*, Smith and Owsley, eds., *Papers*, Price, 'Manuscript sources'.

11 For Marseilles in 1751 we estimate they represent around 17% of all notarial records (ca. 11,280 acts). Less than 1% of the 8,490 proxies in the 1851 Parisian records gave the power to represent a third party in court (attorney-at-law): we are talking about attorneys-in-fact.

houses, companies).[12]

Despite its centrality for the expansion of trade, its ubiquity in managing many aspects of everyday economic life, and the fact that these contracts therefore had an important economic impact, "scholars usually skip them [powers of attorney] as mere preliminaries or accessories to the more complex and specific contracts".[13] It is, in fact, surprising that discussions in the economics literature of principal-agent relationships have not, in the last decades, fostered more interest in such contracts, as powers of attorney were the main, if not the only, legal vehicle for such relationships in the eighteenth and nineteenth centuries. Studying powers of attorney sheds light on how agency problems were solved, and how actors matched and deployed contractual terms to mitigate the risk of opportunism in agency. Even more puzzling is the absence of the mention of powers of attorney in debates about trust in the economic literature.[14] In contrast, legal scholarship in fiduciary law, a branch of law which deals with agency costs plaguing contracts such as powers of attorney, often portrays the latter as the epitome of interpersonal trust. Unlike in contract and status relations where each party acts for her own benefit, the nature of fiduciary relationships is that the fiduciary acts first and foremost for the benefit of another. The nature of agency contracts itself defies, then, the Weberian *Gemeinschaft Gesellschaft* distinction. We will maintain, however, a more cautious approach to the idea that a power of attorney is just the legal vehicle for preexisting trust and, by definition, the expression of preexisting personal commitments.[15]

12 Estimates derived from the rather crude classification of the online database ARNO, built by the French National Archives. We thank Gilles Postel-Vinay for access to an offline version of the database.

13 Lopez, 'Proxy in medieval trade', p. 189.

14 For a critical survey of the trust literature, see Guinnane, 'Trust'.

15 In a pioneering paper that attracted no followers, the French specialist of notarial records Jean-Pierre Poisson advocated for a systematic study of powers of attorney as the only way to quantify trust. Recently, a series of papers on both sides of the Atlantic treated them as evidence of trust put in wives by husbands traveling abroad. Poisson, 'Sociologie des actes de procuration', Sturtz, 'Virginia women'', Dufournaud & Michon, 'Les femmes et le commerce', Cyr, 'L'activité économique des femmes', Grenier & Ferland, 'Procurations et pouvoir féminin', Palmer, Women and contracts'. Mostly ignoring one another, these papers generally deal with a few cases. The only systematic study, comparable in scope and sample size to ours but restricted to a rural region and purely descriptive, is that by Molina Jiménez, 'Informe sobre las cartas poder' and 'Solidaridades, conflictos y derechos'.

I

We developed our hypotheses in the context of a wider research project, which uses three sets of sources to explore the narrative of a supposed decreasing embeddedness of commercial relationships from the eighteenth to the nineteenth centuries.[16] By "embeddedness", we loosely refer here to the "relational bases of social action in economic contexts", or, in other words, to the overlay of personal relationships, and especially communities, in the incentives faced by economic actors.

Whereas most scholars would dismiss the received storyline as too crude, the divide between "early modern" and "modern" history in fact implicitly validates it. Recent monographs in early modern history (sometimes including the early nineteenth century) that have offered promising new, relational approaches to the study of long-distance trade have insisted on the ways in which personal relationships could mitigate uncertainties or information asymmetries. They seem to imply, however, that such relationships were not used anymore in later periods.[17] Conversely, studies of the mid-nineteenth century often search for the roots of twentieth-century modernity by selectively studying the institutions that survived the transition, for instance, modern banks and corporations, rather than attempting to tell the whole story and tracking how the common practices of eighteenth-century trade evolved.[18]

We therefore focus on the 1750–1850 period in order to test the commonly implicit assumption that this was the period when economic relationships had become more modern by becoming less personal and, especially, less embedded in families or ethnic communities (Hypothesis 0). We focus on France as the start of this pilot study (however, some of the relationships we study involve other countries). France is a fertile testing ground for such a tale of modernization because the new legal system established by the Revolution and the Napoleonic codification of the 1800s facilitated impersonal market relationships. At the same

16 Along with powers of attorney, we investigate in a panel data of important merchant houses (1) the first letters in each merchant correspondence ('*lettres d'entrée en relation*') so as to understand what allowed some of the first letters attempting to start a relationship to be answered while others were not, and (2) the use of printed circulars ('*lettres circulaires*'), a device that could be considered, at first glance, as less personal than the classical merchant correspondence. Those two sources only inform us about relationships among merchants (large-scale merchants, merchant-bankers), whereas powers of attorneys allow us to compare merchants with other professional groups.

17 See for example Hancock, *Citizens of the world*; Gervais et al., eds., *Merchants*; Marzagalli, *Bordeaux*.

18 Lemercier and Zalc, 'New approach', p. 666–71, discuss this pitfall.

time, transportation innovations in canals and railways from 1800 to 1850 fostered market expansion and, arguably, tested the limits of personal networks and social sanctions. All these changes would be conducive to an increase of impersonal relationships and would furnish ideal conditions for an abrupt transition, as predicted by the narrative. Crudely speaking, if there is one place and time where and when the narrative would be true, that place would be France 1750–1850.

Exceptions to the implicit endorsement of North's grand narrative exist in the historical (and sociological) literature, and these exceptions provided us with alternative and more fine-grained hypotheses to explain the patterns we observe in our data. We found that Jean-Pierre Hirsch most clearly articulated Hypothesis 1. Hirsch stressed the importance of names, in the context of merchants' relationships, as signals for interpersonal trust well into the nineteenth century, and showed that family businesses formalized their partnerships through a creative use of the law to leverage their ties.[19] A good name gave credit, in both the literal and metaphorical senses of the word, but it had to be supplemented by formal devices.

Our Hypothesis 1 is, therefore, as broadly defined as Hypothesis 0, and contradicts it in stating that personal and formal foundations of trust were generally used as complements, rather than the former abruptly replacing the latter. Chandler articulated a version of this argument when commenting on the fact that nineteenth-century merchants were more specialized than earlier ones and employed many agents, but chose them from among kin or long-time friends.[20] In another important contribution showing the virtues of early family capitalism, Lamoreaux' study of nineteenth-century New England banks attributes their successful role in providing financing to the practice of insider lending, in which banker-entrepreneurs leveraged their personal relationships to lend to and monitor each other.[21] Yet banks were not mere kinship networks: the bankers also used a specific legal vehicle, the corporation.

Hypotheses 2 and 3 question the dichotomy between personal relationships (generally thought of as embedded in a family or ethnic community) and impersonal relationships, by

19 Hirsch, *Deux rêves*.

20 Chandler, *The visible hand*.

21 Lamoreaux, *Insider lending*.

suggesting other types of interactions that might have become more common during our period. We posit that if relationships that were embedded in families or ethnic communities became less important in the nineteenth century, this transition might imply their replacement by a different type of specific, interpersonal relationship, rather than anonymous "arm's length market relationships".[22] Hypothesis 2 focuses on relationships that are created either by repeated economic interactions, generating mutual expectations, or that arise in the context of specialization. It draws inspiration from a literature in economic sociology that posits the notion of "weak ties", and generally warns against the "over-socialized" and "under-socialized" visions of economic exchange, which Greif's and North's ideal types embody.[23] We are especially interested in the idea that such relationships could be rooted in complementarity, or division of labor; in other words, they would occur between partners who consider themselves as quite different from one another — contrary to the "personal" relationships of Greif, which are generally thought of as occurring within groups of people defined by their similarity with one another (homophilic relationships, in sociological phrasing).

Finally, Hypothesis 3 is informed by our reading of Francesca Trivellato's assessment of the social and linguistic norms of correspondence.[24] She shows that knowing the right way to write a business letter could foster transactions between trans-oceanic partners with different faiths and native languages. Being a merchant was something that could be learned (during our period, increasing numbers of merchants' handbooks taught correspondence), and, once learnt, could be considered as a signal of trustworthiness. Rather than a move from homophily (relationships preferentially confined inside the family or community) to a relationship based on division of labor or repeated interactions (Hypothesis 2), we could observe a move from homophily based on innate qualities to an homophily based more broadly on the recognition of each other as genuine merchants (Hypothesis 3).

22 Uzzi, 'Source and consequences of embeddedness', esp. p. 676.

23 Granovetter, 'Economic action'.

24 Trivellato, *Familiarity*, ch. 7.

II

Since little, if anything, is known about the uses of powers of attorney, our aim in this paper is partly descriptive. We want to understand who used which type of proxy, for which type of tasks, and what degree of discretion the proxies enjoyed.

Because we are interested in changes occurring between the eighteenth and the nineteenth centuries, we compare three samples: 1751, 1800, and 1851. The years 1751 and 1851 were unexceptional politically and economically, and coincide with the dates of the digital database (ARNO) of all Parisian notarial records, which provides information useful to selecting the notaries suitable to our study. Our use of the year 1800 as a midway check allows us to observe the effects of the legal reforms instantiated by the French Revolution, before they were codified. In the context of the revolutionary and then imperial wars, 1800 was relatively uneventful. The year 1851 is situated after major changes in transportation due to the creation of canals and railways in the 1820s–40s, but long before the telegraph began to be routinely used for commercial purposes.

Our database covers four French cities: Paris, Lyons, Marseilles, and Lille. Each one had an important commercial activity (focused on different regions of the world and tied to different industries) and prominent merchants in our period.[25] Paris, Lyons and Marseilles were the largest cities in France by population and the most important commercial centers in the eighteenth and nineteenth centuries.[26] We chose three notaries in each city, for each year, and collected a random sample of the proxy forms registered that year, rather than using a random sample of all notarial records (see Appendix 1). This latter solution would not have been very practical (except for Paris in 1751 and 1851) due to the lack of a consolidated list of all notarial records (there were dozens of notaries in each city).

We tried to select those notaries who had the greatest number of merchants among their clientele. We intentionally biased our data collection in favor of merchants, as they often play the role of protagonists in the storyline of the rise of a commercial, impersonal society. Note that by oversampling merchants, who in any case would be more prone to impersonal relationships, we

25 See e.g., Bergeron, *Banquiers*; Chassagne, *Veuve Guerin et fils*; Carrière, *Négociants marseillais*; Hirsch, *Entreprise et institution*.

26 Bairoch, Batou, and Chèvre, *Population des villes européennes.*

make it easier to find the radical shift predicted by the narrative of modernity.

For each proxy form, our database records a dozen variables referring to the proxy form, from its length to the existence of diverse restrictive or discretionary clauses; in addition, we coded each of the tasks the proxy was entitled to perform for the principal, along with the main object of the agency contract, and variables describing the profession or social status of the principal, the proxy, and their relationships. (See descriptive statistics on all our variables in Appendix 2).

A caveat to our sample is that a power of attorney could be granted, and considered as such in courts, without being notarized. It is therefore likely that the vast majority of powers of attorney did not survive — or even were never written, or written as such. An oral order, or the order to do something included in an ordinary letter, could be considered valid by a court, both before and after the French Revolution.[27] In addition, one way to make the contract more official while paying less than a notarial fee was to have it registered (*acte sous seing privé*), which left few usable traces in the archives.[28] Although it is possible that we are working with a small, nonrepresentative subsample of the contracts a lawyer would consider as powers of attorney, the vast quantities of notarized powers of attorney, which alone fill miles of notarial archives, are significant enough to warrant attention. Moreover, some powers had to be notarized: hence, the large number of powers for transactions on annuities found in the archives. The proxy might have needed to prove to third parties her legitimacy to conclude a binding deal, especially when her authority was not apparent, i.e., the principal and the proxy were not linked through family ties, or the proxy had to perform tasks far away from the principal's location. Finally, it is likely that powers of attorney were notarized if high stakes were involved (such as general powers to manage the properties of a person), or because the parties anticipated that they might have to go

27 The Civil Code required written proof for powers of attorney whose subject matter exceeded the value of 150FF. If the object was commercial, witnesses could, however, substitute the written proof, independently of the value (Dalloz and Dalloz, 'Mandat', p. 682).

28 The notarial fees to write a proxy form were never officially standardized, but the total expenses incurred for a notarized form seems to have been, in Paris, ca. 2–2.5 livres before the Revolution and 17–25FF after the Revolution (in other cities, the sums were a bit lower). This amounts to ca. 10 days of work for a male unskilled worker. Written, registered, but nonnotarized proxy forms (*actes sous seing privé*) only had to pay a registration tax of ca. 10 sols, then a little more than 1FF (half a day of work). There are traces of their registration in the archives, but they very often give only the date and the names of the parties. On notarial fees, see Amiaud, *Le Tarif Général*; and Mourlon and Jeannest-Saint-Hilaire, *Formulaire Général*.

to court. Whereas non-notarized and even non-written contracts could be admitted as evidence, the many ongoing jurisprudential debates, both before and after the Revolution,[29] suggest that leaving judges to apply default rules could be a risky strategy; on the other hand, devising more complete, official contracts could have its virtues.

All this implies that, in contrast to the nineteenth century depictions on powers of attorney being increasingly used as a vehicle of interpersonal trust, finding a notarized proxy form does not signify an especially high level of trust between the parties, but some measure of distrust (e.g., because of too little information, or little likelihood of sanction by social norms) that had to be mitigated by reliance on the legal system as a credible threat of sanction. The data at hand does not make it easy to discriminate as to the direction of the bias introduced by self-selection into notarizing the proxy form, although the length and phrasing of forms give us some hints (see Part III).

III

Taken at face value, Hypothesis 0 posits an evolution from embedded contracts, enforceable through social sanctions, to more formal contracts, enforceable thanks to legal institutions. If true, this would imply that we should observe in our sample an increase over time in formalization, which would be translated into contractual features such as length and phrasing of the contracts. In addition, it seems likely that powers given to members of the same family or community would be less lengthy and detailed, whereas powers given to complete strangers would try to provide a more complete version of the contract and, especially, include clauses limiting the discretion of the proxy. As we only observe notarized powers of attorney — the most formal of all — and those that might have been intended to be used as evidence in courts, one would expect the samples to commonly include lengthy clauses limiting the proxies' discretion.

As depicted in Table 1, the length of the contract varies considerably according to the

29 Hundreds of pages were written on the topic. Our discussion of legal debates, below, is mostly based on Pothier, 'Traité du contrat de mandat'; Troplong, *Le droit civil expliqué*; Dalloz and Dalloz, 'Mandat', and the surveys by Xifaras, 'Science sociale', and Pfister, 'Un contrat en quête d'identité'.

type of task.[30] Within each category, the more general the power given to the proxy, the longer the contract that had to enumerate all the tasks deriving from it. For example, managing land included managing harvests, tenants, repairing buildings, etc. Forty-five per cent of the contracts mention the possibility to go to court (generally listing all courts that could be used and the stages of the judicial process), whereas representation in court was the main object of only 4 per cent of our proxy forms. Notaries apparently considered that it was better to enumerate all the tasks that the proxy was authorized to perform, even though two-thirds of forms began with the phrase "*procuration générale et spéciale*", intended to cover tasks derived from the main ones, and ended with general clauses stating even more clearly that actions not explicitly described in the contract were also authorized. For example, a frequent expression found at the end of proxy forms, used with kin as well as with professionals, was "whatever the case might require, without further power of attorney".[31]

Table 1: Length of the contract according to the main task to be performed

Task\Length	≤1 page (%)	1-2 pages (%)	>2 pages (%)	No. of contracts
Doing everything	10	52	38	21
Inheritance or managing land, buildings or company	14	64	22	254
Other	35	58	7	604

Note: Chi-square test: prob < 0.001. Fisher exact test (rows 1 and 2 vs. 3, columns 1 vs. 2 and 3): prob < 0.001

We found no evidence within the categories listed in Table 1 that contracts between spouses, kin, employer and employee, etc., were less detailed than non-kin, or that merchants, as

30 Note that as the size of the notary registers did not change during the period under analysis, any differences in the number of pages can be attributed to differences in the length of the contract. While the calligraphy of each individual notary may have varied, we did not observe any relevant changes over time in the calligraphy of notaries as a group. Therefore, the number of pages as a unit of analysis is the closest indication for contractual length, given that a word count of each act would be a herculean task.

31 In French, '*tout ce que le cas requerra, sans avoir besoin de plus amples pouvoirs*'. This clause is, for example, found in Archives départementales du Rhône (henceforth ADR), 3 E / 22990, proxy form of 23 ventôse an 8 (13 March 1800), given by the Lyonese bookseller Pierre Bernufet to his wife Marguerite Derville to manage his business. In the same year and city, but with a different notary (ADR 3 E / 9197), the propertied citizen (*rentier*) François Piquet used the same clause when appointing citizen Mollière, the notary of Saint-Symphorien-le-Château, a small village in Eure-et-Loir, ca. 500 km away from Lyons, to recover the price of the sale of a farm and to sell objects that had been seized from the buyer.

principals, signed shorter or longer contracts than average. The main pattern that we find is an evolution between our three dates (Table 2). Proxy forms were significantly longer in 1800 than in 1751; but in 1851 their length had decreased, going back to the level of 1751. In 1800, the revolution had abolished many Old Regime laws, but it was not necessarily clear which rules remained in force, and codification was not yet finished. Notaries might have written longer powers of attorney at that time in order to protect their clients from the legal uncertainty following the revolution. Although the jurisprudence was far from settled by 1851, the "law in the books" was more established and well known. In sum, we find no evidence of linear modernization here.

Table 2: Length of contracts for the simple tasks over time

Task\Length	≤1 page (%)	1-2 pages (%)	>2 pages (%)	No. of contracts
1751 Other (see Table 1)	41	49	11	210
1800 Other (see Table 1)	13	83	4	175
1851 Other (see Table 1)	46	47	7	219

Notes: "Simple tasks" includes all main tasks except doing everything for the proxy, managing inheritance proceedings, land, buildings or a company. Chi-square test: prob < 0.001. The same trends were found for more complex contracts, but the contrasts are not significant

If we turn to the phrasing of contracts, what is striking is that clauses giving instructions on how perform one of the tasks gave *more*, not *less* discretion to the proxies. For example, they made it explicit that a sale could be either direct (*de gré à gré*) or in an auction (*aux enchères*). Pothier, writing in the 1760's, explicitly discussed the interpretation of prices given in powers of attorney – stating that a selling price should be interpreted as a minimum threshold and a buying price as a maximum threshold[32] (Lopez describes such clauses in medieval contracts.[33]). Pothier also insisted on the fact that the principal would ultimately have to agree on the price paid or received. However, almost none of our contracts mention specific prices, and many explicitly state, in their final clause, that the principal promises to "agree to the terms determined by the

32 Pothier, 'Traité du contrat de mandat'.

33 Lopez, 'Proxy in medieval trade'.

proxy" (*avoir le tout pour agréable*) or, in 35 cases, to ratify all the actions of the proxy.[34] Only 6 per cent of our contracts include any kind of restriction on the proxy's discretion (e.g., he has to discuss with the principal before making some decisions), or specific parameters of how a certain task is to be executed (e.g., the length of leases the proxy has to decide on). On the contrary, many use long clauses that emphasize the proxy's discretion: for example, he can sign a settlement, in a bankruptcy proceeding for instance, even at a loss.[35] One of the most frequent phrases, which appears for many auxiliary tasks, is "as he [the agent] will find convenient" (*ce que le mandataire jugera convenable*). In addition to that, final clauses often added the idea that the proxy should do "as the circumstances will dictate" (*ce que les circonstances exigeront*) or "what will be useful" (*tout ce qui sera utile*). In 1851, we find shorter final clauses stating, "and generally do whatever is necessary" (*et généralement faire le nécessaire* or *tout ce qui sera nécessaire*), which seems to indicate the routinization of maximum discretion for the proxy (Table 3).

Table 3: Final short discretionary clause "do whatever is necessary"

Year\City	Lille	Lyons	Marseilles	Paris
% in 1751	8	0	2	2
% in 1800	35	1	0	7
% in 1851	86	38	28	63
% in Total (Total No.)	46 (102)	12 (239)	17 (262)	25 (134)
Chi-square test prob				
1751 and 1800 vs. 1851	<0.001	<0.001	<0.001	<0.001

Note: This table only includes the forms that had a final clause (142 had none)

34 These cases are found in all cities except Lille, but only one occurred in 1751, which points in the same direction as the more robust results of Table 3. The clause was used by three different Londoners, in 1851, to have the Parisian banker Ferrère-Laffitte recover annuities for them in Paris, as well as by the celibate Marseillaise cook Marie Sophie Franchette Cornut, in the same year, who gave blank powers to deal with her father's inheritance; he was a blacksmith who had died in Switzerland. (The other cases generally did not involve parties abroad.) AN, MC/ET/X/1216, 2 February 1851 (deposit of proxy form drawn in London, 24 January 1851); AN, MC/ET/X/1217, 4 April 1851 (31 March); AN, MC/ET/X/1220, 3 December 1851 (6 October); Archives départementales des Bouches-du-Rhône (henceforth ADBR), 364E640, 7 April 1851.

35 '*même à perte de finance*'. This clause is present in 25 of our cases — mostly, but not only, in Marseilles in 1751.

Conversely, final clauses that explicitly stated that the proxy could do "whatever the principal could have done if he or she had been present" (*tout ce que le constituant pourrait faire lui-même s'il était présent en personne*), or could have done if "in person", tended to disappear (Table 4). Interestingly, their frequency varied greatly among our cities in the eighteenth century (probably due to different local notarial customs), but decreased everywhere over time. Giving a power of attorney could more often be a way to get something done that one, despite being present, *was not able/capable to do it himself* – so that you can be drawn to give a power of attorney even if you are present. This testifies to the very thing that some nineteenth-century lawyers feared was happening: the disappearance of the phrase "do all the things the constituent [the principal] would do if he/she was present" suggests that powers of attorney were used to hire experts, or at least proxies who had more knowledge or experience than the principal, in order to conduct specialized transactions. This type of division of labor could lead to choices supporting either Hypothesis 0 (a more impersonal choice of proxies) or Hypothesis 2 (a choice of proxies based on professional skills, that could include repeated choices of the same proxy by the same principal).

Table 4: Final discretionary clause "whatever the principal could do in person"

Year\City	Lille	Lyons	Marseilles	Paris
% in 1751	39	41	73	9
% in 1800	31	15	50	0
% in 1851	0	0	5	0
% in Total (Total No.)	7 (102)	25 (239)	66 (262)	2 (134)
Chi-square (Lyons, Marseilles) or Fisher (Lille, Paris) test prob				
1751 vs. 1800 and 1851	<0.05	<0.001	<0.001	<0.01

Note: This table only includes the forms that had a final clause (142 had none).

IV

Moving from a description of the phrasing and length of contracts to a study of the relationships between the principal and the proxy and their occupations allows us to further test our hypotheses. The explicit mentions of relationships in the proxy forms are directly relevant in testing for Hypotheses 0 and 1. We code the identities of principals and proxies as well, which

we use to test for the presence of frequent proxies and to track the growing professionalization of proxies (Hypothesis 2). Finally, we test for homophilic preferences for some types of proxies among merchants (Hypothesis 3).

Having surveyed a large quantity of notarized proxy forms, we are confident that the types of relationships that could be recorded in the source (kinship ties in 17 per cent of cases, including 5 per cent of spouses; and employer-employee, associates, etc., in 3 per cent of cases) were exhaustively included in the forms. (The exception is neighbors: some addresses showed that the two lived in the same building or street, which was not explicitly pointed out by the contract, but which we considered as a likely personal tie.) This leaves a vast majority of cases without any explicit preexisting relationship between the parties. Even if we exclude blank forms, which we will discuss below, 80 per cent of powers did not contain any information on the relationship between the parties. This does not mean that the interactions represented by these 80 per cent were completely anonymous. Apart from the possibility of repeated interactions (Hypothesis 2, which we will discuss below), the obvious case is that of "friendship," the ideal-type used by lawyers to characterize powers of attorney. The parties and the notaries did not use, however, the vocabulary of friendship in any way, be it purely rhetorical or not, in the contracts; they did not give any hints either about citizenship, religion, or any other basis for communitarian solidarity. It is of course possible that many principals knew their proxies before giving them powers, and even were close to them. In addition, it could be argued that, *ceteris paribus,* the closer the preexisting relationship, the less the power would need to be notarized. This could be true because social norms would make formalization less necessary (by ensuring that no dispute would occur, or that disputes would be dealt with inside the family or community) or for legal reasons. For example, Art. 1432 of the Civil Code explicitly stated that each spouse tacitly had the power to manager the other's property; nineteenth-century jurisprudence accepted oral powers without further proof if the principal and proxy were kin or "*commensaux"* (eating together — i.e., presumably living in the same household).[36] From this point of view, the fact that we find as high as 17 per cent of notarized forms given to kin is rather interesting regarding a demand for formalization of even the most embedded relationships —

36 Dalloz and Dalloz, 'Mandat'.

which would support our Hypothesis 1.

What we can more firmly state from our data — in addition to the fact that men giving notarized powers to women was a rather rare occurrence (see Appendix 2) — is that the relationships between principals and proxies, in the notarized contracts, did not change significantly from the eighteenth to the nineteenth centuries, and that merchants did not behave differently from other social groups in choosing between kin and non-kin proxies (Table 5). More precisely, the total proportion of proxies given to kin was significantly higher in 1800 than in 1851, but there was no significant difference between 1751 and 1851. 1800 might not stand out in a larger sample; if it did, it could, once again, be a result of post–French Revolution legal uncertainties, but definitely not of linear depersonalization. Moreover, a similar share of proxy forms given to kin (24 per cent, including 11 per cent between spouses) was found in Parisian records of the 1960s, despite their being quite different from ours in terms of the tasks to be performed (no debt recoveries, inheritance proceedings, or management of estates, but more sales and loans than in our period).[37]

Table 5: Evolution in the relationships between principal and proxy

Year\City	Spouses	Other kin	Other	% explicit rel.	No. of contracts
% in 1751	6	18	4	72	189
% in 1800	11	18	5	66	204
% in 1851	6	12	4	78	187
% in Total	8	16	5	72	580
% from merchants	7	17	5	72	80

Notes: Calculations exclude blank (and filled-in blank) forms. "Other" mostly includes neighbors (living in the same house or street, something that we deduced but usually was not explicitly stated), along with a few employees, associates, co-creditors, etc.

The pattern worth exploring about these relationships is not their correlation with a period or social position of the principal but the choice of different types or proxies for different types of tasks (Table 6). Proxies in inheritance proceedings, but also those who had to perform a wide menu of tasks generally, were significantly more often members of the family than the agents who were chosen for a simpler task (and spouses hold 44 per cent of the 23 general

37 Poisson, 'Sociologie des actes de procuration'.

powers of attorney). This distinction in complexity seems much more meaningful here than that between commercial and noncommercial tasks. Dealing with annuities, a task increasingly performed by professionals (brokers, bankers), is the only one where more than 90 per cent of cases do not note any explicit relationship.[38] The fact that 13 out of 27 non-blank proxy forms to manage a company are given inside the family, 3 to neighbors, 1 to an associate, and 1 to an employee, is particularly noteworthy. Management of a business is by far (67 per cent of cases) the type of power for which the most explicit ties are recorded. Anecdotal evidence from a study of printed circulars from the nineteenth century hints that such general powers of attorney was one step in commercial careers, used to further integrate young relatives and sometimes long-serving employees in a company before making them full partners.[39]

Table 6: Relationships between principal and proxy, according to the task to be performed
% of proxies who are spouses or otherwise part of kin

Doing everything for the principal	53*	Total	24
Managing a company	48*	Selling-other (mostly merchandise)	19
Managing land and/or buildings	38*	Representation in court	16
Dealing with inheritance	35*	Recovering debts	15*
Selling land and/or buildings	31	Other commercial matter	10
Other non-commercial matter	25	Selling annuities or collecting interest	7*

*Notes: Calculations exclude blank (and filled-in blank) forms. *: Chi-square test of kin vs. non-kin x task vs. all other tasks is significant at the 0.05 level*

Proxy forms do not inform us of about the embeddedness of commercial relationships in friendship or communitarian ties. They, however, allow us to test our Hypothesis 3 — that is, a

38 We also tested for differences between periods in the percentage of kin used for the groups of main tasks with a number of non-blank observations superior to 50. We found no significant differences for the management of land and/or buildings, of inheritance proceedings, and for debt recovery. On the contrary, the increase in the proportion of proxies chosen out of kin to deal with annuities (from 74% to 87% to 100%) was significant.

39 See e.g., a brother and employee (Centre d'archives du monde du travail, 69AQ/3, sent to Foache from Le Havre, 1 January 1824), a brother-in-law (Archives municipales de Marseille, Fonds Roux, LIX-164, sent from Bordeaux, 1 June 1816), a son (Le Havre, 1 July 1826), and long-time employees (Le Havre, 1 January 1828, 28 August 1817, 10 April 1830,1 March 1824) promoted to proxy (sometimes explicitly as a ‘testimony of our trust’), another son promoted from proxy to partner (Le Havre, 1 January 1827), a long-time proxy of the father, then of his son, finally becoming a partner (Le Havre, 1 June 1814).

broad version of the language homophily found by Trivellato.[40] Does the mere fact of being a merchant matter to fellow merchants when it comes to choosing a proxy? In our period, the words *marchand*, *négociant*, and *commissionnaire*, which we have used to define the category "merchant", were still used with Old Regime social statuses in mind: they denoted wholesale operations and some degree of recognition by fellow merchants as being part of a local elite.[41] Therefore, if merchants as principals exhibit some preference for merchants as proxies — whereas, commercial occupations generally (our category ECO, which also includes bankers, manufacturers, employees of merchants, artisans, etc.) did not show the same degree of homophily — we could interpret this as denoting preference for a social group, not only for the skills associated with persons performing commercial transactions. Such an interpretation should, of course, be accepted with much caution at this stage, and we will look for confirmation in a closer study of some cases (i.e., by looking for our "merchants" in other sources to try to assess their wealth, reputation, exact location in the city, etc.; and by looking for reciprocated principal-proxy ties in our notaries' inventories for other years). In our future work we will also extend the sample so as to be able to use multivariate statistics on the whole sample to control for the fact that merchants clearly used merchants more often as proxies to recover debts (28 cases out of 37 in our current sample) than to deal with inheritance or sales of land (4 cases out of 17): skills as well as social proximity played a role. Bearing in mind this caveat, we can still state that no other occupation group (except for financial, which comprises only 3 observations) exhibits the same degree of preference for proxies drawn from the same category, or for merchants as proxies, and that the preference for merchants among merchants is much stronger than the general preference for commercial occupations (ECO) among commercial occupations (Table 7).

40 Trivellato, *Familiarity.*

41 Carrière, *Négociants marseillais.*

Table 7: Occupations of principals and proxies

Principal\Proxy	% merchant	% ECO	% same cat. as principal	No. of contracts
merchant	47	66	47	101
financial	33	100	67	3
employee of merch.	18	73	9	11
other eco	18	72	31	71
ECO	*34*	*69*	*69*	*186*
civil servant	26	55	13	47
lawyer	7	47	33	15
propertied	9	41	23	78
other	14	45	21	29
Total	*25*	*58*		*355*

Notes: Calculations exclude blank forms but include filled-in blank forms. Unknown occupations are excluded on both sides. ECO is a sub-total of the four categories above (merchant, financial, employee of merchant, other eco). Chi-square test on merchant vs other x merchant vs other table: $\approx 3x10^{-9}$. Chi-square test on ECO vs other x ECO vs other table: prob$\approx 2x10^{-5}$.

An interesting anecdotal case hints that those self-identifying as merchants could be considered, by fellow merchants, better proxies than others. In our study of printed circulars, we found a former merchant, a certain Bruguière (who pointed out that he even had been a commercial judge in Nîmes and Marseilles), advertising for his new company, which offered services of representation in courts and, more broadly, before the authorities. Bruguière stated both that this sort of business required full-time dedication and that a former merchant would provide better services than any other person. Of course, he would have had to use licensed attorneys to go to court, but his skill as a professional proxy, knowledgeable about the needs of merchants, would be to find the best attorneys.[42] This Bruguière argued against using active merchants as proxies, at least in the context of litigation, because it would harm local friendships; but he used the mutual recognition among merchants to promote his new business. We do not know whether he succeeded — the Lyonese bank, in whose records we found his printed circular, did not reply to his advertisement — but his rhetoric points to both the signaling power of the label "merchant" among peers and to the possibility of envisioning the role of proxy as a full-time job.

42 Archives municipales de Lyon, Fonds Veuve Guérin, 4J331, sent by Bruguière aîné, '*agent de commerce*' in Marseilles, 1 May 1809.

Although clearly naming the proxies in only 396 out of 8,490 cases, the ARNO database of all notarized contracts drawn in Paris in 1851 already allows us to identify 12 proxies who were chosen as agents in at least 3 different proxy forms (this represents a total of 55, or 14 per cent, of the 396 proxy forms with identifiable names). Among these 12 men, 3 were lawyers, 3 clerks of notaries, 3 "propertied men", 1 notary, and 2 occupations are not stated. In contrast, in 752 cases in which the proxy's name is known for the 1751 ARNO database, we find only 3 proxies appearing at least 3 times, corresponding to a total of 14 forms (2 per cent of all identifiable forms). Our sample, despite its modest size, confirmed the existence of such frequent proxies in other cities in 1851, but not at the 2 other dates. In some cases, the proxies' legal or financial profession required them to use proxy forms; other proxies seem to have been almost full-time attorneys-in-fact, performing a variety of tasks for several different principals.

Two brokers at the Lille stock exchange in 1851, Frédéric Tattet fils and Joseph Jules Blerzy, used several different notaries, bringing their own standard proxy forms with them. The local professional organization, *Compagnie des agents de change*, might have provided standardized forms. All their contracts look the same, independently of which notary registered them. In Paris, also in 1851, the banker Ferrère-Laffitte was a proxy in many contracts dealing with the sale or collection of interest from annuities, like Tattet and Blerzy. Unlike them, however, he used slightly different phrasings according to his principals' notaries; one of the forms, coming from a notary in Jersey, was even printed.[43] Some professionals who often acted as proxies therefore used notaries to certify their contracts, but did not really need them to provide templates.

If we focus on proxies appearing at least four times in our sample, along with our three brokers, comprising 56 contracts, we find three other interesting cases: Étienne Maurice Olivier, a notary's clerk; Joseph Darasse, a merchant; Louis Montagne, only described as a "propertied man". Olivier and Montagne resided in Lille, Darasse in Paris; they were proxies in at least five, four, and six contracts, respectively, in 1851 (we found Montagne's in the records of one notary among the three in our sample, Olivier's in two, Darasse's in one). Their repeated role as proxies was not a direct consequence of their profession, as with Tattet, Blerzy, and Ferrère-Laffitte.

43 AN, MC/ET/X/1220, 15 December 1851

They performed diverse tasks related to the management of inheritance proceedings, the management and sale of lands and buildings, or debt recovery. Darasse offers an interesting case of repeated interactions: he was chosen by six separate representatives of France abroad (five diplomats who appointed him to recover their overdue wages at the ministry of Foreign Affairs, while one of the diplomats asked for annuities to be sold, and one professor at the French School of Athens)[44]. He had obviously made a reputation among employees of the ministry as a reliable proxy, so much so that one of the forms had been drawn in Tbilissi, Georgia, before being deposited in the records of Darasse's customary notary. Choosing him was clearly nothing like an impersonal decision.

Montagne and Olivier, however, resembled the ideal-type of the professional proxy more than the merchant Darasse did. Conservative lawyers, as well as nineteenth-century writers generally, were very much concerned about this type of individual whose only business was to manage the business of others. As their role as proxies would necessarily call for compensation beyond expenses (although the forms never explicitly stated it), they threatened the Roman definition of "power of attorney" as a voluntarily accepted assignment from a friend. Often called *agents d'affaires* (business agents, with a negative connotation), they would perform all sorts of tasks as proxies, or in other variously defined positions — for example, as arbitrators for commercial courts, trustees in bankruptcies, etc. Historians have sometimes mentioned their importance and bad reputation,[45] but very little is known about them as a social group. Identifying individuals such as Olivier and Montagne and looking for their other contracts in the notaries' directories, beyond our three 1-year samples, would offer insight on these business agents and their growing importance.

44 AN, MC/ET/LXXVI. Box 811: 5 and 26 February 1851; box 812-813: 8 Marc 1851; box 814-815: 19 July and 1 September 1851; box 816-817: 23 Decembre 1851.

45 Boigeol and Dezalay, 'De l'agent d'affaires au barreau'.

V

Finally, one of our most interesting findings is the high proportion of notarized proxy forms that were either blank (27 per cent) — that is, no name or function was given for the proxy, just a blank space — or originally blank and filled in later (7 per cent), in which the name, and often occupation and address of the proxy, were written in a different handwriting. Two-thirds of the filled-in blank proxy forms are 'deposits': the proxy filled in his name, then had the form recorded by his notary. Nineteenth-century lawyers made little or no mention of such a practice. Conservatives among them would certainly have deemed it a betrayal of the original idea of the power of attorney as a vehicle for interpersonal trust, a practice typical of modernity and/or merchants. Except perhaps for Marseilles, our data does not point to any trend over time (Table 8). Interestingly, a similar share of blank forms appeared in notarial records of the 1960s.[46] This evidence tends to confirm the lack of support for Hypothesis 0; it is likely that there was no modernization in this respect, at least from the eighteenth-century onward.

Table 8: Evolution in the use of blank forms and substitution clauses

Year\City	Lille	Lyons	Marseilles	Paris
% in 1751	18//35	44//59	25//60	42//42
% in 1800	29//45	36//64	33//66	16//81
% in 1851	29//33	54//38	62//67	7//79

Note: For each cell: % Blank// % Substitution. Both blank forms and filled-in blank forms are included. Both general and partial substitutions are included.

Evidence on the use of substitution clauses leads to the same conclusion (Table 8). Substitution clauses, which, with a few exceptions, have not drawn a lot of scholarly attention either, allowed the proxy to choose another proxy, who would perform all or some of the tasks included in the power of attorney. Forty-seven per cent of the forms in our sample included a final, general substitution clause. Around 23 per cent of all proxy forms (some of which might or might not contain a final general substitution clause) mentioned a specific task that could be performed by a person chosen by the proxy, who would often represent the principal in court, or

46 Poisson, 'Sociologie des actes de procuration'.

perform transactions for him/her at the stock exchange: tasks that only a licensed solicitor/attorney/barrister (*avocat / avoué*) or broker was authorized to perform. This suggests that principals might have chosen nonprofessionals as proxies for a general power of attorney, even if the general task to be performed included auxiliary tasks that would have to be subcontracted to professionals, and that many principals left the choice of these professionals to their proxy. As Table 8 shows, there were no clear trends over time in the use of substitution clauses allowing this modern form of delegation — a finding that also undermines Hypothesis 0.

In the frequent case of a general substitution clause, the proxy could be only the first person in a chain of delegation of powers. Indeed, we found 31 substitution contracts in our sample — that is, forms in which the first proxy transferred powers to a second one, without any explicit intervention of the principal. It is likely that many other substitutions occurred without being notarized, especially when they were partial and/or provisional.

As expected, general and partial substitution clauses were found more often in the longest contracts (more than one page). Table 9 shows that such clauses were slightly more frequent when commercial, rather than civil, tasks were described (if we take into account the length associated with each task in interpretation), although this would have to be confirmed by a larger sample. Merchants, as principals, did not, however, use this clause significantly more often than other professional categories.

Table 9: Use of substitution clauses depending on the main task in the power (%)

Other non-commercial matter	29*	Dealing with inheritance	62
Representation in court	36*	Managing land and/or buildings	64
Other commercial matter	39*	Recovering debts	67*
Selling land and/or buildings	43*	Selling-other (mostly merchandise)	75
Selling annuities or collecting interest	43*	Managing a company	82*
Total	*57*	Doing everything for the principal	91*
Total–principal is a merchant	*60*		

*Notes: Includes general and partial substitution clauses. *: Chi-square test is significant at the 0.05 level (task vs. all other tasks)*

This qualifies the relational interpretation of powers of attorney as manifestations of trust that we find among nineteenth-century lawyers — a view that persists to our day, and the sharp

divide built by contemporaries between powers given among equals and those given to professionals, as the former could be a first step toward the latter. A proxy form with a substitution clause could indicate that the proxy chosen by the principal was entrusted not so much to perform the task, or all the tasks, as to find reliable agents to do so. It points in the general direction of Hypothesis 1, that principals and proxies apparently used powers of attorney in ways that allowed them to leverage both personal relationships and professional skills.

Blank (and filled-in blank) forms can be interpreted similarly in that drawing a proxy form could be just one step in a relational chain.[47] Contrary to our findings regarding substitution clauses, merchants (as principals) used blank forms more often than other professional groups. It is all the more interesting because one could consider that using a blank form was a deliberate choice by the principal, whereas inserting a standardized substitution clause could be something the notary did or did not casually suggest to all his clients, who then did or did not accept.

Why would principals, especially merchants, use blank forms, then, and why notarize them? The likelihood is that, in many cases, this had something to do with the place in which the task was to be performed – something that we have found surprisingly difficult to code because it is very seldom explicitly mentioned. Perhaps the principal did not know that place well, but it was the place where the deceased had lived, or the debtor was currently located, and so on; thus, it might be useful to find a still-unknown proxy there, rather than to employ someone known by the principal but located in the wrong place. For example, Jean-Charles Galhaut, a merchant in Amiens, head of the Galhaut & Thibaut company, sought to recover 2,000 FF (equivalent to the yearly wages of a clerk) from a Lyonnaise company, for merchandise he had sold them and for which they had not paid. His blank proxy form for this task was recorded almost one year later, in Lyons, filled in with the name of a company, not a person, as proxy (‘*Bourget père et fils aîné de Lyon*’).[48]

The role of French notaries in the circulation of economic information and the matching of contract partners has already been well documented.[49] Lawyers writing about powers of

47 Grossetti et al., ‘Studying relational chains’.

48 ADR, 3E/12868, deposit of 1er ventôse an 8 (20 February 1800), proxy form of 28 ventôse an 7 (18 March 1799).

49 Hoffman et al., *Priceless markets.*

attorney commented on the growing trust clients put in their notaries.[50] Such commentators were talking about notaries acting as proxies, though, not as intermediaries used to find proxies. In our current database among the non-blank forms in which the occupation is provided, we only find 14 proxies explicitly described as notaries and 18 as clerks of a notary — that is, 7 per cent of the documented cases – but, of course, we do not know who eventually performed the tasks described in the 27 per cent of blank forms. More interestingly, but not very conclusively due to the small number of cases, 7 out of the 48 filled-in blank forms (15 per cent) in which the proxy's occupation is known were given to notaries or clerks, as compared to 6 per cent of the non-blank forms; barristers and civil servants also seem to have been overrepresented in the filled-in blank forms. Similarly to what the literature has shown about the search for credit partners, our principals could have trusted their notary to look for a proper proxy and provide him with the blank form, which the proxy would then fill in with his name and sometimes record with his own notary. When the task had to be performed in a distant place, the notary in that place could be used as an intermediary to find an adequate proxy. It is not easy to empirically confirm this interpretation, though.[51] What we can confirm is that the use of blank forms, and what that use implies regarding the complementarity between personal and formal relationships and the role of repeated interactions, was in no way specific to the nineteenth century, as opposed to the eighteenth.

VI

Despite having carefully chosen a case study in which macro events (the French Revolution and the "industrial" revolution) arguably were likely to transform incentives, leading to less interpersonal, more formal powers of attorney, we have found little or no support in our data for the simplest modernization narrative (Hypothesis 0). As this storyline was shared by many contemporaries and is very much present, if sometimes implicitly and in the background, in historical and economic scholarship today, this is in itself a useful result. We found few

50 Dalloz and Dalloz, 'Mandat'.

51 On the contrary, it is possible that some principals kept their forms blank because they did not want their notary to use information about their proxies.

significant changes between our periods, and those did not point the direction of increasingly anonymous and formal relationships. At a micro level, political and legal changes from the Revolution and Napoleonic codification seem mostly to have played the role of a minor disruption, introducing legal uncertainty during the time of change itself.

On the basis of the empirical evidence revealed by this study, we cannot rule out that a radical shift in the depersonalization of powers of attorney had occurred before the mid-eighteenth century. This result is consistent with a recent literature uncovering through careful empirical analysis of contracts the institutional micro foundations for impersonal exchange.[52] In each case, incentives for transactions to cross business networks were found earlier than generally thought. In agreement with these studies, our sources do not paint a picture of a purely anonymous market in which trust relied solely on formal institutions. Our goal was to provide a more fine-grained micro-level account of differently specified types of economic interactions, which appeared in a century that is usually depicted by an extreme account of depersonalization and anonymity.

In this vein, some preliminary results point in the direction of a complementarity between trust based on pre-existing relationships, especially among kin, and formalization, rather than a substitution over time (Hypothesis 1). The very use of the most formal contracts, notarized proxy forms, between relatives, hints at this. It is likely that this complementarity already existed in the early eighteenth century, and even before, but further research in older records would be needed to prove it.

We also find some support for Hypothesis 2, pointing to the growing role of non-embedded, repeated interactions, and on the professionalization of agents. Changes to that effect appear in our variables related to the phrasing of contracts and to the frequent choice of some proxies. If our results, that generally show little change, support one over-arching modernization narrative, it would be that of professionalization, rather than depersonalization. Supporting Hypothesis 2, the study of blank forms and substitution clauses has also pointed out the limits of one common hidden assumption: the idea that what mattered to the commercial relationship,

52 Studying long-term notarial credit, Hoffman et al., Priceless markets, p. 286, concluded: “If one believes that capitalism involves large-scale credit in a depersonalized market, then capitalism has to have arisen long before the nineteenth century.” See also Santarosa, 'Financing,' for how the joint liability rule promoted a semi-anonymous market for bills of exchange in long-distance trade.

what was to be described, what possibly supported trust, was the type of pre-existing tie between two individuals. On the contrary, blank forms and substitution clauses are indications of longer relational chains, in which the principal-proxy contract is just one step, in the case of substitutions, or could only be established thanks to one or several intermediaries, especially notaries, in the case of blank forms.

Our findings open several avenues for future research. Time-series data could allow us to disentangle the preference for a fellow merchant from the preference for someone who knows how to recover debts and offer additional support to Hypothesis 3, which considers the social status of "merchant" as a broad base for homophily, signaling not just commercial skills but a shared identity. Finding traces of reciprocation and mutual agency in the principal-proxy relationships among merchants, phenomena which are likely to unfold over more than one year, would point more clearly in the first direction. Finally, extending our sample across time may shed light on the extent to which powers of attorney were part of the "usual business" of a merchant, as opposed to an instrument reserved to react to exceptional situations. Understanding when a power of attorney represented a one-time interaction or short-term agency leading to a long-term partnership will elucidate the place of powers of attorney in the commercial life of merchants and the tradeoffs of these instruments in view of the menu of contractual devices available to merchants.

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Appendix 1: Details of our sampling scheme

Table A: Number of observations per city and year

City\Year	1751	1800	1851	Total
Lille	40	42	100	182
Lyons	75	140	61	276
Marseilles	119	73	82	274
Paris	43	43	61	147
Total	277	298	304	879

Sources:
Lille: Archives départementales du Nord. For 1751: series 2E3, boxes 127 (Becquart), 498 (Cornil Caullet), 618, 693, 713, 897 (Courtecuisse), 1520 (Desrousseaux), 4290 (diverse notaries), 2124 (Duriez), 2928 (Legrand), 3130 (Lesage), 3233 (Marissal), 3498 (Nicole), 3698 (Ployart), 4047 (Vanoye). For 1800: J1318/3 (Salembier), J1472/20-21 (Coustenoble), J1464/2 (Demilly), J327/17 (Desrousseaux), 2861/135 (Leroy), J953/49-50 (Watrelos). For 1851: 12E48/172-174 (Lebigre, 1851), 2E83/34-36 (Gruloy, 1851), 2E86/39 (Saint-Léger, 1851)
Lyons: Archives départementales du Rhône, series 3E. For 1751: boxes 9688 (Fromental), 4698 (Durand), 6913 (Patrin), 7895 (Saulnier). For 1800: 22990 (Coste), 9197 (Caillat), 9744 (Fromental), 12868-9 (Voron). For 1851: 13524-5 (Charvériat), 23122-4 (Coste), 24074 (Laval).
Marseilles: Archives départementales des Bouches-du-Rhône. For 1751: 353E/155 (Bègue), 364E/458 (Chéry), 362E/189 (Coste). For 1800: 362E/245 (Pin), 364E/535 (Portelany), 370E/84 (Reynaud). For 1851: 354E/319 (Delanglade), 364E/640 (Giraud), 390E/474-477 (Raynouard).
Paris: Archives Nationales. For 1751: MC/ET/X/495-498 (Macquer), MC/ET/XLVIII/97-102 (Patu), MC/ET/LXXVI/329-332 (Mouette). For 1800: MC/ET/X/838-840 (Gobin), MC/ET/XLVIII/428-433 (Robin), MC/ET/LXXVI/554-557 (Chiboust). For 1851: MC/ET/X/1216-1220 (Aumont-Thiéville), MC/ET/XLVIII/789-793 (Dufour), MC/ET/LXXVI/811-817 (Frémyn).

For this paper, we randomly sampled proxy forms out of, whenever possible, three notaries for each city and year (four when each notary's records did not include enough proxy forms). We are in the process of collecting a reduced number of variables, those that appeared the most interesting in the present research, for a total of ca. 3,000 forms, i.e. all the proxy forms recorded by our notaries. As Table A shows, our sample is biased toward some cities and dates: numbers are neither equal for each date and year, nor proportional to the population or total number of notarized contracts. We have tried weighing the sample so as to correct for this bias in the few tables that consider all the cities together. This does not change the direction or significance of our results.

We chose three notaries in each city, except for Lille in 1751 and 1800, where there were few surviving notarial records and even fewer proxy forms, so that we sampled from all the surviving records. Using all the notarial records for Lille in 1851, we were able to code the professions of all principals and proxies, so as to identify the three notaries who had the greatest number of merchants among their clients.

For Lyons, we used the notaries' addresses to select those who were located in the commercial center of the city, roughly between *place Perrache* and *place des Terreaux*. Then we used a combination of practical criteria (e.g. we excluded the notaries who had too few records)

and browsing through records to cursorily identify notaries who had a lot of merchant clients involved as principals or proxies.

For Marseilles in 1800, we were able to use tax records[53] in order to find which notaries produced a lot of protests on bills of exchange, on the assumption that those were the merchants' notaries. We focused the data collection on them. For 1751 and 1851, we tried to collect data among their predecessors' and successors' records and, when this did not produce a lot of proxy forms involving merchants, we used addresses to locate better candidates.

For Paris, we used the 1751 and 1851 ARNO databases to choose two notarial offices (*étude 76* and *étude 10*) in which proxy forms were plentiful, seemed to include more commercial and financial tasks than average (debt recovery, dealing with annuities, managing companies), and to have had more merchants as protagonists than average (although information on this point was sketchy, especially for 1751). In addition, we included *étude 48*, which was singled out by a previous study as the notary of the commercial-financial neighborhood around the Stock Exchange.[54]

Appendix 2: Descriptive statistics (N=879)

Variable / category	%
Type of form	
Proxy form written by the notary in Paris, Marseilles, Lyon or Lille	78
"Deposit:" proxy form written by a different notary elsewhere	15
Other (substitution, discharge, etc.)	7
Forms not written in any of our four cities	
Written somewhere else in France	10
Written in a foreign country	4
Length of form	
Less than one page	28
One to two pages	60
More than two pages	12
Phrase "procuration générale et spéciale" *(covering auxiliary tasks)*	66
Includes restrictions to discretion for at least one task	6
No final clause	16
Among final clauses: as the principal would have done in person	22
Among final clauses: do whatever will be necessary	16
Includes substitution clause of any type	57
More than one principal	17
The proxy appears at least four times in our sample	8
Blank forms	
Completely blank form	27
Originally blank form that has been filled in with the name of a proxy	7
Non-blank form	66

53 Archives départementales des Bouches-du-Rhône, 12 Q9 2 /49-52.

54 Hoffman et al. *Priceless markets*.

*Profession/Social Status of the principal(s)**

unknown	26
merchant	25
other eco	15
propertied	14
civil servant	9
other	6
lawyer	3
employee of merchant	2
financial	1

*Profession/Social Status of the proxy**

blank	26
non-blank, but profession unknown	20
merchant	13
lawyer	12
financial	9
other eco	8
propertied	5
other	3
employee of merchant	3
civil servant	2

*Combination of professions/status of the principal(s) and proxy (1)**

merchant to blank	9
merchant to merchant	5
merchant to other	10
other to blank	17
other to merchant	7
other to other	51

*Combination of positions of the principal(s) and proxy (2)**

ECO to blank	14
ECO to ECO	15
ECO to other	14
other to blank	12
other to ECO	17
other to other	29

merchant: called *marchand* or *négociant* or *commissionnaire* in the source (denotes wholesale activity and social respectability); financial: bankers and brokers; employee of merchant: those employed in shops or by merchants; other eco: manufacturers, workers, shopkeepers, master artisans, captains of ships, etc.; lawyers: attorneys, notaries, their clerks, judges, bailiffs, etc.; civil servants: in the military or the bureaucracy; propertied: denotes the French *propriétaires* and *rentiers*, those who live from the income of their lands or annuities. ECO: includes merchant, financial, employee of merchant, and eco.

Combination of genders of principal(s) and proxy

Man to man	46
Man to blank	18
Woman to man	14
Man and woman to man	7

Woman to blank	5
Man to woman	5
Man and woman to blank	3
Woman to woman	1
Explicit relationship between principal(s) and proxy	
None	80
Other kin	11
Spouse	5
Other (neighbors, employer-ee, co-heirs, members of a partnership, etc.)	3
City where the proxy form was originally recorded in	
The city where the principal lives	29
The city where the proxy lives	16
The city where both live	50
A city where neither the principal, nor the proxy seem to live	4
*Main task to be performed by the proxy (exclusive from each other)***	
Recovering debts	27
Dealing with inheritance	16
Selling annuities or collecting interest	14
Managing land and/or buildings	9
Selling land and/or buildings	9
Other non-commercial matters****	6
Other commercial matters*****	5
Representation in court	4
Managing a company	3
Selling something else (mostly merchandise)	3
Doing everything for the principal	3

** The proxy form often lists auxiliary tasks the proxy can undertake to accomplish the main task. For instance, the delegation of authority to manage a company may include debt recovery, selling of merchandise, representation in court, etc. Such auxiliary tasks are dealt with in the variable below.
*** For example accepting a donation, representation in family proceedings, e.g. about the care of orphans.
**** For example representation in bankruptcy proceedings, checking the delivery of merchandise

Tasks mentioned in the proxy form (each proxy form can include more than one of these tasks)	
Representation in court	45
Recovering debts or receiving sums generally	34
Recovering specific debts or receiving specific sums	27
Selling land and/or buildings	18
Dealing with one specific inheritance	17
Settling accounts: all the accounts related to the main task	14
Paying: all the sums related to the main task	14
Selling annuities	9
Selling merchandise or other items	8
Receiving interest from annuities	7
Managing land and/or buildings: all the properties of the principal	6
Managing land and/or buildings: specific land(s) or building(s)	6

Dealing with a bankruptcy (as creditor)	6
Other non-commercial matter (e.g. related to mortgage)	6
Paying: specific sums to specific persons	4
Buying something (land, merchandise, etc.)	4
Managing a company	4
Settling accounts: with one or several specific persons	3
Other commercial action (e.g. related to patents, lending money)	3
Petitioning the authorities	3
Other family business (dealing with curatorship, etc.)	2
Borrowing	2
Dealing with a winding up of business	1
Dealing with any inheritance proceeding for the principal	1