

Case No. 370.

IN RE ANDREWS ET AL.

[11 N. B. R. (1875,) 59; 22 Pittsb. Leg. J. 41.]

District Court, W. D. Pennsylvania.

BANKRUPTCY—COUNSEL'S FEES—PREPARATION OF SCHEDULE.

[The fee to be allowed counsel for the preparation of a schedule of a bankrupt is not to be determined by the amount of mere clerical labor performed; the systematizing, arrangement, and condensation of the matter should be considered; and a fee of \$100 for preparing a schedule numbering 40 pages of bankruptcy blanks was properly allowed.]

In bankruptcy.

By the register: Noah W. Shafer, the register to whom was referred the petition of Ferguson & Murray, Esqs., attorneys-at-law and solicitors for said bankrupts, for a reasonable compensation for preparing and making the individual and partnership schedules of said bankrupts, beg leave to report: That I have very carefully examined the matters alleged in the said petition, and have compared and considered the amount of professional labor involved, and also what is a reasonable compensation for the same. It has been adjudicated

in your honorable court, that counsel in cases of this kind have the right to be compensated out of the funds of the bankrupt in the hands of the assignee, and the register accepts the adjudication as fixing the law and practice.

Then as to the amount of compensation. In examining the schedule I find that there are partnership schedules of Andrews & Jones, of Robert Andrews and Henry C. Jones, the individuals composing the said firm. The whole schedule numbers forty pages of bankruptcy blanks, exclusive of the blanks for jurats and certificates. The question of compensation of counsel fees in any given case is always difficult. It requires great care, experience, and caution to do justice to the solicitors and at the same time to preserve the estate from improper allowance. It is not the mere manual labor of writing that counsel, in cases of this kind, is required to do. He must first get his matter systematized, arranged, and condensed, so as to appear to as much advantage and convenience as is possible. This cannot be done with the celerity of mere copying, as all those who have tried it know. In a voluntary petition and schedules filed before me, or rather referred to me by your honorable court, not so large as this, not so many pages, nor any more difficult, the petitioner paid four hundred dollars for its preparation and the accompanying counsel and advice. I refer to the case of Stephen G. Barnes, [Case No. 1,010,] bankrupt, No. 2253 in bankruptcy. This, I have no hesitation in saying, is not to be taken as a fair precedent, for I am free to say that I think that a compensation entirely disproportionate to the work and professional skill required. In the case before me, and in view of the value that counsel put upon their own services (I mean counsel competent to perform the duties they undertake), the register does not think that one hundred dollars would be more than a reasonable compensation, but on the other hand, considers it reasonable—not too much, but at the same time ample for the services rendered. The professional labor required is much more than that required in an involuntary petition prior to the amendment of June 22, 1874, to the bankrupt law, in which cases, from seventy-five dollars to one hundred and twenty-five dollars have been allowed in my district. The assignee, A. W. Irwin, Esq., has funds of the said bankrupts in his hands, and whatever compensation is allowed, he has the funds to pay. The register would recommend that the petitioning counsel in this case be allowed the sum of one hundred dollars for the preparation of the schedules of bankrupt—both partnership and individual—the preparation of which was in obedience to the mandate of your honorable court, as contained in the warrant issued in the case, and further, that the assignee, A. W. Irwin, be directed to pay the same out of the funds of the estate in his hands. Respectfully submitted, N. W. Shafer.

McCANDLESS, District Judge. The foregoing report of register Shafer, recommending an allowance of one hundred dollars to Ferguson & Murray, Esqs., solicitors for said bankrupt, is confirmed, and the assignee is ordered to pay the same.