

Beyond the personal-anonymous divide: Agency relations in powers of attorney in France, 18th–19th centuries¹

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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 suggest an increased division of labor and professionalization, which does not imply that matching became more impersonal. The choice of proxies in the same occupation as the principal somewhat declined, even for merchants, whereas professional proxies emerged; and principals used relational chains, especially involving notaries, to find proxies.

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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 North and others, for instance, 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 The neo-institutionalist narrative has profoundly influenced development economics. It indeed views the replacement of personal ties by increasing reliance on anonymous market exchanges as a condition for economic development. In Greif's account, the same collectivist mentality and intra-group trust based on religious ties that enabled trade inside the Maghribi's extended network became a limiting factor for the expansion of trade beyond the network and ultimately contributed to the group's demise. In contrast, Greif notes that the Genoese, whose system he implicitly judges superior, thrived in long-distance trade thanks to their rational and individualistic institutions. Such institutions guaranteeing the enforcement of contracts among strangers are the origin of the commercial revolution and underlie the spectacular growth the Western world experienced. North makes the same point by emphasizing trade-offs: "The movement from personal to impersonal exchange always increases total transaction costs but the consequence is a drastic reduction of production costs, which more than offset the increased resources going into transacting—and was

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

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

responsible for the dramatic growth of modern economies.”⁴ Contemporary actors had already described and debated 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.⁵ Others, however, feared 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. They viewed these trends 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.⁶

Whereas most scholars would dismiss as too crude this received storyline of a radical shift from personal relationships based on ascribed ties (such as kinship, religion or ethnicity) to more anonymous, self-interested ones, the divide between “early modern” and “modern” history, in fact, implicitly validates it. Recent research in early modern history that has offered promising new, relational approaches to the study of long-distance trade has insisted on the ways in which personal relationships could mitigate uncertainties or information asymmetries. They more or less explicitly state, however, that such relationships were not used anymore in later periods. As Silvia Marzagalli put it, “Eighteenth-century transatlantic trade relations were built on personal ties because there

4 North, *Economic change*, p. 91.

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

6 Kessler, *Revolution*, chapters 4 and 5 depict the growing anxiety due to the depersonalization of credit relations; on lawyers debating the evolution of powers of attorney from relationships among “friends” to more “venal” relationships see Xifaras, ‘Science sociale’. On credit both in the economic sense and as a scale for the value of persons in eighteenth-century France, Crowston, *Credit*.

was no alternative [as information on potential sellers and on quality, services, and prices was not available publicly].”⁷

This broad-brushed narrative attributes the allegedly inexorable move of Western societies — from transactions supported by ascribed ties to anonymous markets — to an accumulation of structural changes that arguably culminated at the end of the eighteenth century with the French Revolution and the Industrial Revolution, both of which established important legal and economic foundations for impersonal markets. Nowhere during this period were the changes in the legal underpinnings of markets as pronounced as in France. Together, the French Revolution, which fashioned a new legal system (e.g., abolishing the privileges of the nobility in 1789, the guilds in 1791 and, with them, the old social order that rested on status), and the Napoleonic codification of the 1800s (improving access to courts and guaranteeing property rights with, for instance, the creation of an official registry) promoted more impersonal market relationships.⁸ 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. At the same time, profound developments in the organization of commerce accompanied the Industrial Revolution, fueling the emergence of competitive and impersonal markets.⁹ Internally, transportation innovations in canals and railways from 1800 to 1850 (and reforms of local taxes following the Revolution) fostered market expansion and, externally, the growth in transatlantic trade in the eighteenth century arguably tested the limits of personal networks and social sanctions. This was true in France as

7 Marzagalli, “Transatlantic Trade Networks,” p.832. See also e.g. Hancock, *Citizens of the world*; Gervais, “Merchant Strategies;” Fontaine, *Moral Economy* (esp. chap. 10 on “building trust”).

8 See e.g., Rosenthal, ‘Development of irrigation’. Arruñada and Andonovo, ‘Common Law’.

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

well as in many other Western countries: whereas growth relied less on large factories than in England, the expansion of national consumption as well as exports of fashion and luxury goods increased merchant activity.¹⁰ If the standard modernization narrative holds true, it should be easily observable in France over this period.

In reaching new markets, merchants had to overcome, in Braudel's words, "distance, the first enemy".¹¹ 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 delegate further 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, with respect both to the definition and timing of the supposed transition.

We developed our hypotheses in the context of a wider research project that uses three sets of sources to explore the narrative of a supposedly decreasing embeddedness¹² of commercial relationships from the eighteenth to the nineteenth centuries.¹³ In this paper, we empirically test

¹⁰ Verley, *L'échelle du monde*.

¹¹ Braudel, *The Mediterranean*, title of Part 2, p. 355.

¹² 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. See Granovetter, 'Economic Action.'

¹³ Along with powers of attorney, we investigate in a panel data of important merchant houses (1) the first

whether agency relationships became more impersonal in France during that period 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, and more impersonal over time. To this effect, we use over 2,800 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 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 such relationships became more impersonal over time across several markets.

While our main hypothesis tests the idea of a radical change from personal, ascribed to anonymous relationships in agency contracts, our investigation unveiling important general features of powers of attorney made us aware of the diversity of relational bases for cooperation that escape the personal vs. anonymous dichotomy, and we have accordingly devised nuanced hypotheses. Consistent with our findings, some scholars have rejected this simplistic framework of economic relationships (the “over-socialized” and “under-socialized” fictions of human

letters in each merchant correspondence (*‘lettres d’entrée en relation’*) so as to understand why some of the first letters attempting to start a relationship were answered while others were not, and (2) the use of printed circulars (*‘lettres circulaires’*), a device that could be considered, at first glance, was 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. For the first results from the other sources, see Bartolomei et al., ‘L’encastrement.’

behavior, in sociologist Granovetter's phrasing)¹⁴ and pointed at alternative types of relationships, or situations in which the two types co-existed. They have less often directly questioned the narrative of a shift from an ideal-type to another leading to the birth of modernity. The general alternative idea is that of "process-based" rather than "ascribed" relationships supporting transactions.¹⁵ Trade indeed could not have expanded if it had relied solely on families, ethnic and religious communities.¹⁶ "Ascribed" relationships were not only complemented with anonymous exchange based solely on the quality or price of goods¹⁷: alternative mechanisms were at play.

First, "homophily," or the preference for persons similar to oneself as economic partners, does not have to be restricted to ascribed ties (a preference for kin or persons of the same origin, as in Greif's Maghribi coalitions). The latter might offer opportunities of information and more or less formal sanctions based on social or even legal norms. (Information and sanctions being the operational bases of trust)¹⁸ Yet other, less inherited shared attributes can likewise signal trustworthiness. In our period, Trivellato insisted on the shared language of long-distance merchants as such as signal. Of course, sons of a merchant were privileged in mastering it, but others learned this language as employees or even in textbooks. In the context of agency contracts,

¹⁴ Granovetter, 'Economic action.'

¹⁵ This taxonomy derives from economic sociology (e.g. Uzzi, 'Social structure' on interfirm networks in contemporary New York City). For early modern trade, it has been most clearly articulated by Haggerty, 'Merely for Money?', p. 71-2, and summarized by Lamikiz, 'Social Capital,' who also pointed at the need for a reassessment of the grand narrative of anonymization.

¹⁶ Trivellato, *Familiarity*; Vanneste, *Global Trade*.

¹⁷ Uzzi, 'Social structure' calls those "arm's length" market relationships.

¹⁸ We follow Guinnane, 'Trust,' here (himself following Williamson).

grand narratives of modernization would predict that such homophily would decrease if measured at the level of precise occupations: firms would have become more complex, with more division of labor,¹⁹ thus merchants would maybe resort to employees specialized in debt collection rather than to fellow merchants. It would also decrease at the scale of broader social groups, if professional expertise became more important than status: propertied persons would use lawyers or merchants, rather than friends with the same status, depending on the task to be performed (this is one of the thing conservative contemporary lawyers complained about).

The second type of relationship economic sociologists as well as business historians have recognized as non-ascribed and properly “process-based” is the relational chain – for example, recommendations have figured prominently in the aforementioned accounts of long-distance trade. A relational chain is a relational resource which is available to specific persons, not to everybody (like a printed directory) but which involves at least three actors.²⁰ It is clearly not anonymous, but allows expansion beyond inherited ties. In our case, it means that principals chose proxies with whom they were not personally acquainted, but whom others had recommended. Hoffman et al. thus investigate the role of notaries in forging ultimately anonymous links in French credit markets.²¹ Repeated relationships between the notary and his client engendered “*confiance*” and the exchange of privileged information which the notary drew upon to match unrelated parties.

¹⁹ For example, specialized travelling salesmen appeared in late eighteenth-century Europe: Bartolomei and Lemercier, ‘Travelling salesmen.’ On trust based on a shared professional “subculture,” see also Zucker, ‘Production of trust’ (an otherwise classically Weberian account of trust relying more and more on institutions).

²⁰ Grossetti et al., ‘Studying relational chains’.

²¹ Hoffman et al., *Priceless markets*.

Our assumption is that modernization would rely on the expansion of such chains. In the case of credit, banks replaced notaries in the nineteenth century, but no such alternative device existed to facilitate matching between principals and proxies.

Finally, sociological accounts of modernization imply that relationships were progressively dictated by division of labor (“professionalization”).²² Business historians often endorse this narrative, following Chandler, according to whom “the specialized impersonalized world of the jobber, importer, factor, broker, and the commission agent of the river and port towns replaced the personal work of the colonial merchant [for the United States, during the first half of the nineteenth century].”²³ Decreasing homophily, and relational chains involving notaries, indeed could be variants of professionalization. So could be the appearance of professional agents. This is different from the simplistic idea of an anonymous market, as the specialization of the agent matters: she is known as a professional because of previous transactions with others, be those others personally known of the principal (relational chain) or not (as with an agent found in a public directory). In this sense, specialization is not as impersonal as Chandler would have it.

All in all, these accounts point not to disembeddedness, but to an evolution of social ties. In addition to testing the “stronger version” of the modernity postulate, we test in the following sections for the prevalence and evolution of each of these transformations.

²² For Weber (*Economy and Society*), professionalization, like bureaucratization and the development of markets, was an aspect of the rationalization of Western society: organized professions, formal (impersonal) institutions and anonymous markets supported one another (Ritzer, ‘Professionalization’). He blamed the lack of specialized legal experts, for example, for what he considered as the backwardness of Indian and Chinese law (Weber, *Economy and Society*, 817-8).

²³ Chandler, *The visible hand*, p. 27.

The extensive paper trail left in early modern and modern archives by powers of attorney (*mandats*) testifies to their importance.²⁴ Those proxy forms (*procurations*) are everywhere in the French notarial records and present in most Continental European and U.S. archives.²⁵ For the year of 1851, proxy forms represent 14 per cent of all Parisian notarial records (ca. 60,060 acts in total).²⁶ 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, houses, companies).²⁷

Despite their centrality for the expansion of trade, their ubiquity in managing many aspects of everyday economic life, and the fact that these contracts therefore had an important economic

24 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).

25 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'.

26 For Paris in 1751, the share was 11% (on ca. 59,730 acts in the database ARNO). For Marseilles in 1751 we estimate they represent around 17% of all notarial records (ca. 11,280 acts). In a recent survey of notaries of Livorno in 1751 and 1761, Francesca Trivellato (personal communication, 4 July 2017) found 18% and 20% of proxy forms respectively. Fewer than 1% of the 8,490 proxies in the 1851 Parisian records were mostly intended to give the power to represent a third party in court (attorney-at-law): we are talking about attorneys-in-fact.

27 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.

impact, “scholars usually skip them [powers of attorney] as mere preliminaries or accessories to the more complex and specific contracts”.²⁸ 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.²⁹ In contrast, legal scholarship in fiduciary law, a branch of law that deals with agency costs plaguing contracts such as powers of attorney, often portrays the latter as the epitome of interpersonal trust. Unlike in 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. 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.³⁰ In our view, trust as a

28 Lopez, ‘Proxy in medieval trade’, p. 189.

29 For a critical survey of the trust literature, see Guinnane, ‘Trust’.

30 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

separate analytical concept, too often loosely defined or referring to something we cannot observe, does not add much to our understanding of delegation. We rather try to understand why specific types of proxies were chosen by specific types of principals to perform specific types of tasks in changing political and economic contexts. While we put emphasis on the underlying social relations, we similarly define precise mechanisms rather than discussing “social capital” generally.³¹

I

Since little, if anything, is known about the uses of powers of attorney, our aim in this paper is partly descriptive. It is indeed likely that, beyond the time and place that we study, many of the patterns that we find hold for other times and places. We thus offer a basis for comparative research. More specifically, we are interested in understand who used which type of proxy, for which type of tasks.

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 (there was no revolution, war harshly impacting trade, large wave of bankruptcies, etc.), 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 initial effects of the legal reforms the French Revolution instantiated. In the context of the revolutionary and

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’.

³¹ On the need for conceptual precision in these matters, see Guinnane, ‘Trust.’ This does not preclude us from recognizing the importance of trust for the actors’ understanding of situations of delegation.

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.³² Paris, Lyons, and Marseilles were the largest cities in France by population and the most important commercial centers in the eighteenth and nineteenth centuries.³³ We chose three notaries in each city, for each year, and collected all the proxy forms registered by those notaries 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 selected those notaries who had the greatest number of merchants among their clientele (see Appendix). We intentionally biased our data collection in favor of merchants, as they often

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

33 Bairoch, Batou, and Chèvre, *Population des villes européennes*. We did not sample Atlantic ports, which would certainly be interesting, because of practical constraints related to the two other parts of this research (see note 14 – no suitable archive of a merchant house was available there). The bulk of the historical literature on the relational bases of early modern trade, with the exception of Trivellato, *Familiarity*, which deals with an earlier period, has been focused on Transatlantic trade. We thus complement rather than directly discuss this literature, although most of the merchants we found, especially in Paris and Marseilles, certainly had interests in Transatlantic trade.

play the role of protagonists in the storyline of the rise of a commercial, impersonal society. Note that by oversampling merchants, who under this account would be more prone to impersonal relationships, we make it easier to find the radical shift predicted by the narrative of modernity.

We collected in total 2,831 proxy forms (“full sample”). Notarized proxy forms could record the identity of the proxy (“non-blank”), could be blank (“blank”) — that is, no name or function was given for the proxy, just a blank space — or originally blank and filled in later. In these cases (“filled-in blank”), the name, and often the occupation and address of the proxy were written in a different handwriting. For each proxy form, we coded its length, the main object of the agency contract, and variables describing, both for the principal and proxy, their identities, their profession or social status, addresses, gender, and, if recorded, the relationship between the principal and the proxy. (See descriptive statistics on all our variables in Appendix 2). In addition, for 870 of these proxy forms (“reduced sample”), which were randomly selected out of our total 2,831 proxy forms, our database records each of the tasks the proxy was authorized to perform for the principal, along with a dozen variables referring to the existence of diverse restrictive or discretionary clauses.

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.³⁴ In addition, one way to make the contract more official while paying

34 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).

less than a notarial fee was to have it registered (*acte sous seing privé*), which left few usable traces in the archives.³⁵ Further, 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 for legal reasons.³⁶ From this point of view, the fact that we find as high as 18 per cent of notarized forms given to kin is rather interesting indicating a demand for formalization of even the most embedded relationships. Although it is possible that we are working with a small, non-representative 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

35 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 were charged a registration tax of ca. 10 sols, then a little more than 1FF (half a day of work). The archives have traces of their registration, but they very often give only the date and the names of the parties. On notarial fees, see Amiaud, *Le Tarif Général*; and Murlon and Jeannest-Saint-Hilaire, *Formulaire Général*.

36 For example, Art. 1432 of the Civil Code explicitly stated that each spouse tacitly had the power to manage 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) (Daloz and Daloz, 'Mandat').

in the archives. Devising more complete, official contracts could have its virtues. The proxy might have needed to prove to third parties her legitimacy to conclude a binding deal, especially when her authority was not apparent, such as when 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. For women, minors, or foreigners, for example, formalized powers of attorney acted as a bulwark for the legal rights of those holding the proxy, rather than as a safeguard for those giving the proxy. 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 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,³⁷ suggest that leaving judges to apply default rules could be a risky strategy. All this implies that, in contrast to the nineteenth century depictions of powers of attorney being increasingly used as a vehicle of interpersonal trust, a notarized proxy form does not signify an especially high level of trust between the parties, but could, in some cases, conceivably indicate 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.

Yet the study of the length and clauses of notarized proxy forms qualifies the idea that the added formalization would have primarily been used to prevent abuse by the proxy. On the contrary, the most detailed contracts gave him more discretion. 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

³⁷ 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'.

the 1760s, 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.³⁸ 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 proxy” (*avoir le tout pour agréable*) or, in 35 cases, to ratify all the actions of the proxy.³⁹ 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.⁴⁰ One of the

38 Pothier, 'Traité du contrat de mandat'.

39 Numbers and frequencies in this paragraph and the following one refer to our reduced sample. 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 unmarried 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.

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

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 add the idea that the proxy should do “as the circumstances will dictate,” (*ce que les circonstances exigeront*) “what will be useful” (*tout ce qui sera utile*) or “whatever the case might require, without further power of attorney”.⁴¹ Especially 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 1, column a).

This routine clause appeared more in some cities than in others, reflecting the local diversity of notarial practices, but was used for all main tasks, except for attorneys-at-law, and by all types of principals, be they related to their proxies or not. We found it less often when there were multiple principals, a situation when notaries seem to have been generally most careful in their phrasing: *ceteris paribus*, those were also the longest proxy forms (column b in Table 1).⁴²

41 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.

42 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

Table 1

Logistic regression. Dependent variable in column a: final clause “do whatever is necessary”, in column b: contract longer than 2 pages.

Variable	a: Coef	a: P> z	b: Coef	b: P> z
Place				
Lille	3.2	0.000***	-0.2	0.372
Lyons	0.1	0.844	-0.8	0.000***
Marseilles	ref		ref	
Paris	2.3	0.000***	0.2	0.264
Other French	2.1	0.000***	-0.0	0.827
Abroad	0.8	0.157	0.4	0.088
Main task				
General/inher	0.2	0.769	0.7	0.001**
Manag. Bus.	-0.3	0.757	0.9	0.012*
Debt recovery	0.2	0.772	0.0	0.951
Annuities	0.1	0.923	-0.9	0.000***
Justice	-15.1	0.987	-0.4	0.14
Other comm.	Ref		ref	
Other civil	0.8	0.225	-0.3	0.185
Principal				
Merchant	0.3	0.426	-0.0	0.995
ECO	0.3	0.468	-0.1	0.522
Other	ref		ref	
No. Principals				
1	ref		ref	
2 or more	-1.2	0.002**	0.6	0.000***
Gender Princ.				
Male/Mixed	ref		ref	
Female	-0.7	0.066	0.2	0.132
Cohort				
1751	ref		ref	
1800	1.0	0.093	1.3	0.000***
1851	4.3	0.000***	-0.3	0.003**
Family				
No	ref		ref	
Yes	0.3	0.444	-0.1	0.572
Constant	-5.3	0.000***		
No. Obs.	730			
Null deviance	712			
Residual dev.	359			

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.

Regression on reduced sample, omitting cases with unknown main task (both columns), and cases without a final clause (column a).

Family: principal and proxy have kinship ties. For details on the other variables, see appendix.

Other factors influenced the length of contracts: for example, Lyonese notaries were generally less prolix, but notaries everywhere wrote more when the delegation was to be more general. They 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. For example, managing land included managing harvests, tenants, repairing buildings, etc. Forty-five per cent of the contracts mention the possibility of going 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. The general legal context seems to have influenced this detailed expression of discretion by notaries. Proxy forms were significantly longer in 1800 than in 1751; but in 1851 their length had decreased: *ceteris paribus*, they were shorter than in 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. Finally, contracts between spouses or other kin were strikingly similar, in terms of length and final clause, to all the others. Not only were many of them notarized, but they did not give less discretion or use less formalization, once the decision had been made to use a notary.

The data at hand thus does not make it easy to discriminate as to the direction of the bias introduced by self-selection into notarizing the proxy form. The listed reasons furnished the parties

incentives to notarize their contract and allays concerns that we might be dealing with a non-representative sample. In any case, since we are interested in changes over time in the fraction of personal vs. impersonal relationships, a potential bias would only arise if the formalization probabilities for personal and impersonal relationships changed differentially over time. We are not aware of events that would have altered the demand for formalization differentially for personal and impersonal relationships over time.

II

The explicit mentions of relationships in the proxy forms are directly relevant for testing our core hypothesis of a transition from personal to anonymous.

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 other explicit ties in 3 per cent of cases⁴³) were exhaustively included in the forms. The exception is neighbors: some addresses show 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 in Section IV, 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

⁴³ Percentages calculated on non-blank forms. Our 41 “other explicit ties” include 16 employees or the principal, 7 associates, 3 colleagues (e.g. priests in the same college) and 15 miscellaneous cases: for example, the captain of a ship owned by the principal, the neighbor who had tended to the deceased cousin whose inheritance is now to be managed, or a co-creditor of the principal. In addition, we inferred a tie between neighbors in 16 cases.

anonymous. Apart from the more indirect relations (occupational homophily or relational chains) that 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. Hence our discussion of the standard narrative of modernization is mostly focused on one of its most prominent player: the family. A preliminary analysis of the evolution of the fraction of proxies given to kin, depicted in Table 2, reveals that, although the proportion of proxies given to spouses was higher in 1800 than in 1851, and the proportion given to other kin lowest in 1851, the differences between 1751 and 1851 are not striking. Moreover, Poisson found a similar share of proxy forms given to kin (24 per cent, including 11 per cent between spouses) 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).⁴⁴

Table 2: Evolution in the relationships between principal and proxy

Year\City	Spouses	Other kin	Other	% No mention	No. of contracts
% in 1751	6	16	3	75	632
% in 1800	10	20	3	67	618
% in 1851	7	15	2	76	782
% in Total	8	17	3	73	2032

Notes: Calculations exclude blank (and filled-in blank) forms.

In order to more rigorously test whether relationships between principals and proxies, in the notarized contracts, became more impersonal from the eighteenth to the nineteenth centuries, we

⁴⁴ Poisson, ‘Sociologie des actes de procuration’.

employ the following simple specification:

$$y_i = \alpha + \beta_1 X_i + \sum_{t=1751,1800,1851} \gamma_t T + C + \varepsilon_i, (1)$$

where y_i denotes the binary outcome of interest; in this case whether in the proxy form i a personal tie (defined as above, therefore often a family tie) existed between the principal and her proxy; X_i is a vector of characteristics such as the main object of the agency contract, the principal's occupation, the number of principals listed and their gender; T is time fixed effects; C is cities fixed effects; and ε_i is the idiosyncratic error term. The model is estimated using a logistic regression. The underlying variables are defined in Appendix 2.

The modernization thesis predicts that $\gamma_t < 0$ and is decreasing in t .

Table 3 reveals interesting patterns *vis-à-vis* powers of attorney in general. Other things being equal, female principals tend to engage proxies with personal links. This reminds us that, the recent literature on powers of attorneys given to wives by their husbands notwithstanding, the reverse situation was as frequent. We nevertheless found 111 husbands choosing their wives as proxies, and just 44 wives choosing their husbands – perhaps because husbands travelled more. This is a useful reminder of the fact that civil law did not completely preclude the agency of wives; however, *ceteris paribus*, the range of possible proxies for female principals seems to have been more limited. Merchant principals are more prone, all other things being equal, to choose strangers as proxies, seemingly confirming contemporary suspicions that they were at the vanguard of anonymizing delegation. Compared to the reference category, which includes commercial operations such as (mostly) the sale of merchandise or ships, the management of bankruptcies and the winding up of businesses, principals tend to choose proxies with personal ties less often for other limited, specialized tasks of money recovery, management of annuities and lawsuits (just 6% of known proxies dealing with annuities, and 12% of attorneys-at-law, are kin). Conversely,

proxies with personal ties more often receive general powers (entitling the proxy to do everything in the name of the principal) or perform tasks such as the management of inheritance proceedings, of a company, of land and buildings. Those tasks are mostly non-commercial, but more importantly, they are complex and consequential. Here, the intuitive idea that they would not be delegated to an unknown person often, holds. Spouses receive 33 per cent of the 130 general powers of attorney, and 30 are given to other kin (but 3 are blank). Out of 82 non-blank proxy forms to manage a company, 31 are given inside the family, 4 are given to neighbors, 3 to an associate, and 6 to an employee: this is the one task for which “other ties” play an important role. Anecdotal evidence from a study of printed circulars from the nineteenth century hints that such general powers of attorney were one step in commercial careers, used to further integrate young relatives and sometimes long-serving employees in a company before making them full partners.⁴⁵

Finally, controlling for all these important effects, we seem to find more change than in the descriptive Table 2. The coefficient associated with the 1800 cohort is insignificant, suggesting no change in principals’ reliance on agents with personal ties from 1751 to 1800. The 1851 cohort coefficient is however negative and significant (in Table 3, column a), pointing to a decrease in personal connections. Compared to proxies in 1751, proxies in 1851 are 26 per cent less likely to be personally connected to the principal. Yet this result, contrary to the previous ones, is not very

45 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), and a long-time proxy of the father, then of his son, finally becoming a partner (Le Havre, 1 June 1814).

robust in alternative specifications – not enough to be deemed a confirmation of the modernization narrative.

Table 3

Logistic regression. Dependent variable: explicit personal relation between principal and proxy.

Variable	a: Coef	a: P> z	b: Coef	b: P> z	c: Coef	c: P> z		
Place								
Lille	-0.2	0.263	-0.0	0.972	-0.4	0.105		
Lyons	ref		ref		ref			
Marseilles	0.1	0.384	-0.2	0.544	0.2	0.209		
Paris	0.2	0.499	1.2	0.002**			-0.2	0.235
Other French	0.2	0.576	0.3	0.567	0.2	0.274		
Abroad	-0.9	0.036*	-0.0	0.962	-1.3	0.002**		
Main task								
General/inher	0.6	0.012*	0.9	0.027*	0.7	0.002**		
Manag. Bus.	1.4	0.000***	1.5	0.001**	1.3	0.000***		
Debt recovery	-0.6	0.013*	-0.7	0.065	-0.4	0.120		
Annuities	-1.4	0.000***	-0.8	0.203	-1.3	0.000***		
Justice	-1.2	0.003**	-2.0	0.066	-1.1	0.008**		
Other comm.	ref		ref		Ref			
Other civil	-0.0	0.976	0.3	0.507	0.4	0.122		
Principal								
Merchant	-0.3	0.049*			-0.3	0.047*		
ECO	0.1	0.414			0.1	0.355		
Other	ref				ref			
No. Principals								
1	ref		ref		ref			
2 or more	-0.1	0.344	-0.1	0.797	-0.1	0.317		
Gender Princ.								
Male/Mixed	ref		ref		ref			
Female	0.5	0.000***	0.1	0.858	0.5	0.000***		
Cohort								
1751	ref		ref		ref			
1800	0.0	0.923	-0.2	0.520	0.0	0.836		
1851	-0.3	0.000***	-0.1	0.736	4.3	0.000***		
Constant	-1.3	0.000***	-1.7	0.000***	-1.0	0.000***		
No. Obs.	2,748		675		1,975			
Pseudo R2	0.100		0.140		0.122			

Regression on complete sample, omitting cases with unknown main task and blank forms (all columns), merchant principals (column b), and filled-in blank forms for all principals (column c).

First, it is conceivable that the process of depersonalization might have happened with a different timing depending on the city (e.g. Paris, as the more “modern” city might have had a head start), on the object of the power of attorney (e.g. commercial matters might more easily be handled by strangers), or on the principal’s profession (e.g., merchants were regarded as more prone to impersonal relationships). To test for these differential trends, we have re-estimated (1) with a set of interactions of year with city, object, and principal’s occupation. The interaction coefficients are, in general, insignificant, and the results do not point to different evolutionary paths by city, by type of object, or by type of occupation. Second, redefining the dependent variable more restrictively to consider personal links as only those with family ties does not change the results.

What then drove the significant, but small decrease in 1851 in personal connections? In order to further investigate this, we re-estimate (1) in two sub-samples, one restricted to principal merchants and the other comprised of only “non-blank” powers of attorney. Column b of Table 3 shows that this weak depersonalization was not led by merchants, often regarded as more prone to impersonal relationships and the protagonists of stories of depersonalization. On the contrary, change was restricted to the other categories of principals. By restricting the sample to “non-blank” powers, we focus on the powers of attorney for which the principals directly chose the proxies, as opposed to “blank” or “filled-in blank” powers in which another person, probably a notary in many cases, chose a proxy on behalf of the principal. (We will fully discuss such relational chains in section IV.) As reported in column c of Table 3, both cohort coefficients are insignificant in this restricted sample. This evidence confirms the lack of support for the radical shift story, and it is consistent with no depersonalization *per se*, in the sense of principals’ consciously choosing anonymous parties in detriment to kin or friends. The decrease in personal ties is a mere

consequence principals increasingly giving blank powers of attorney to notaries: this mechanically increases the share of explicit personal ties, as those are found in just 2% of blank proxy forms (15 filled-in blank forms), but 27% of non-blank forms.

Proxy forms do not inform us about the embeddedness of commercial relationships in friendship or religious or ethnic communities. They, however, allow us to test the version of the homophily hypothesis discussed in the introduction: does the mere fact of being a merchant matter to fellow merchants when it comes to choosing a proxy? The words *marchand*, *négociant*, and *commissionnaire*, which we have used to define the category “merchant”, were still often used, in the first half of the nineteenth century, 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.⁴⁶ 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.⁴⁷ 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

46 Carrière, *Négociants marseillais*.

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

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 both to the signaling power of the label “merchant” among peers and to the possibility of envisioning the role of proxy as a full-time job.

Since our dataset records the occupation of principals and proxies we can test for the presence and evolution over time of relationships based on occupational homophily. We estimate in Table 4 specification (1) using as a dependent variable a binary outcome indicating whether the principal and her proxy shared the same occupation, defined in broad categories. The regression results reveal that merchants consistently display more homophily than other occupational categories, and that homophily decreased over time — at least, it was lower in 1851 than in 1751. The 1800 and 1851 cohort coefficients are negative and significant at per cent and 1 per cent levels, respectively. A Wald test does not reject that the coefficients are equal so, although there was a decrease in homophily, the decrease might have already happened between 1751 to 1800. The interaction regression disaggregating the trends in homophily for the different groups qualifies this picture, and suggests that the decrease in 1851 on homophily is due to a decrease in homophily among merchants. While they remained more likely than other categories to choose a proxy in their own occupation (*ceteris paribus*, *i.e.* not just to perform commercial tasks), this decrease made them less specific. It is possible that we capture here an effect of the revolutionary abolition of statutory privileges (although merchants did not have guilds in many cities) and of simultaneous economic and social change (specialization, textbooks and printed directories lowering barriers to entry), casting doubt on the qualities previously associated with the “merchant” category and on its boundaries.⁴⁸

⁴⁸ Deschanel, ‘Que vaut un négociant?’, who studied the fates of merchants and of the word *négociant*

Table 4

Logistic regression. Dependent variables: homophily (columns a & b), merchant proxy (columns c & d).

Variable	a: Coef	a: P> z	b: Coef	b: P> z	c: Coef	c: P> z	d: Coef	d: P> z
Place								
Lille	-1.0	0.009**	1.0	0.010*	-0.7	0.139	-0.7	0.128
Lyons	ref		ref		ref		ref	
Marseilles	0.0	0.981	0.1	0.719	0.4	0.04	0.3	0.051
Paris	-0.7	0.008**	-0.7	0.009**	-0.2	0.339	-0.3	0.301
Other French	-0.8	0.010*	-0.8	0.018*	-0.0	0.957	-0.1	0.713
Abroad	-0.6	0.324	-0.6	0.334	0.6	0.12	0.6	0.099
Main task								
General/inher	0.1	0.701	0.1	0.772	-0.9	0.001**	0.9	0.001**
Manag. Bus.	-0.6	0.201	-0.4	0.366	-1.0	0.023*	-1.0	0.014*
Debt recovery	0.2	0.232	0.3	0.280	-0.2	0.364	-0.2	0.374
Annuities	-1.0	0.014*	-1.0	0.017*	-1.0	0.002**	-1.0	0.002**
Justice	-0.9	0.082	-1.0	0.068	-1.7	0.000***	-1.7	0.000***
Other comm.	ref		ref		ref		Ref	
Other civil	-0.1	0.810	0.1	0.772	-0.8	0.012*	-0.8	0.008**
Principal								
Merchant	0.9	0.000***	1.3	0.004**	0.9	0.000***	0.6	0.009**
ECO	-0.1	0.809	-0.2	0.717	0.0	0.980	-0.2	0.462
Other	ref		ref		ref		ref	
No. Principals								
1	ref		ref		ref		ref	
2 or more	0.0	0.961	0.0	0.892	0.1	0.599	0.1	0.639
Gender Princ.								
Male/Mixed	ref		ref		ref		ref	
Female	0.0	0.961	0.1	0.841	-0.6	0.013*	-0.6	0.010*
Cohort								
1751	ref		ref		ref		ref	
1800	-0.2	0.330	0.0	0.941	-0.6	0.000***	-0.9	0.000***
1851	-0.5	0.024*	-0.0	0.957	-1.5	0.000***	-2.0	0.000***
Cohort x Principal								
1800 x Merchant			-0.4	0.543			0.3	0.306
1800 x ECO			0.3	0.701			0.6	0.245
1851 x Merchant			-1.0	0.066			1.0	0.016*

during and after the French Revolution, similarly concludes that the category kept its meaning but witnesses important turnover. Bartolomei et al., 'L'encastrement,' on the basis of merchant correspondences, find that outsiders, especially specialized traders who would not self-describe as 'merchants,' were still relatively avoided by established houses.

1851 x ECO			0.3	0.705			0.3	0.711
Constant	-0.9	0.036*	-1.2	0.027*	-1.4	0.000***	-1.1	0.000***
No. Obs.	1,005		1,005		2,748		2,748	
Pseudo R2	0.139		0.145		0.158		0.162	

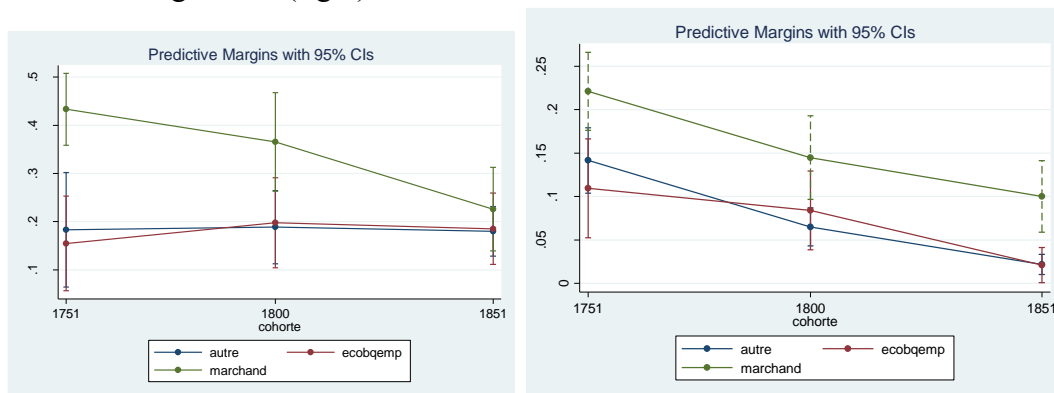
Regression on complete sample, omitting cases with unknown main task and blank forms (all columns). We consider that there is homophily when the principal and proxy share the same occupation (e.g. lawyer, civil servant, etc., see appendix for the list), except for the occupations “unknown” and “other:” cases where the principal or proxy has these occupations are excluded. We also exclude cases with a personal relationship between the principal and proxy, blank and filled-in blank forms, and frequent proxies.

How can we distinguish between a match based on professional expertise, and one based on status or identity, i.e., when we see a merchant choosing another merchant, is it due to a mutual recognition of belonging to a group (“status homophily”) or due to his special abilities and skills (“preference for merchants”)? Controlling for the task to be performed gives us a partial answer: what we observe here is not only the choice of merchants to recover debts, settle accounts, or manage businesses. Merchants in our sample gave 36 of their non-blank general powers or powers to deal with inheritance, land, or family to fellow merchants, 26 of them to unrelated persons: this shows a distinct preference, although we cannot disentangle the fact that some of those unrelated merchants were social acquaintances, living in the same neighborhood or met at the stock exchange, for example, whereas others were perhaps generally deemed trustworthy as merchants. An alternative analytical strategy builds on the fact that a “preference for merchants” based on skills could be displayed by other groups as well. We can estimate a “preference for merchants” regression with the dependent variable indicating whether the proxy is a merchant (Table 4, columns c and d). We do find merchants as principals exhibiting a significantly higher preference than non-commercial occupations for merchants as proxies, whereas the coefficient for other commercial occupations (our category ECO, which also includes bankers, manufacturers, employees of merchants, artisans, etc.) is not significant. This again goes in the direction of preference for a social group, not only for the skills associated with the agent performing

commercial transactions.

As Table 4 column c suggests however, starting in 1751 the preference for merchants as proxies continuously decreased over time among all groups, the cohort effects are significant and negative, and the Wald test rejects the coefficients are equal Prob > chi2 = 0.0000). According to the regression with time interacted with principal's occupation in column d, this decrease over time of preference for merchants as proxies in general happened at the same pace for all groups between 1751-1800 (the interactions terms are insignificant) but between 1800-1851, it was less pronounced among merchants (the coefficient on the 1851 cohort interacted with a dummy for merchant is positive) compared to other groups. Between 1800 and 1851, the preference for merchant is positive) compared to other groups. Between 1800 and 1851, the preference for merchants as proxies by other groups decreased at a faster pace than the combined decrease in status homophily and preference for merchants as proxies by merchants themselves. This analysis would point in the general direction of merchants remaining a rather distinct social group, but being less often entrusted with non strictly commercial tasks as proxies – perhaps as a product of a growing division of labor. Our results here go in the direction expected by modernization narratives, but do not exhibit radical change: homophily does not decrease for other occupations, and that of merchants remains high.

See below the graphed coefficients for the homophily (left) and the “preference for merchants” interaction regression (right).



III

The evidence found so far allows us to dismiss the modernization thesis in its radical form, which postulates a shift from an ideal-type to another. Principals did not display an increase over time in their preference for strangers and merchant homophily did not disappear. Along the way, however, we found evidence on the weight of blank forms, which leads us to an arguably more important change in the period: the increase use of relational chains to find proxies.

Among our notarized proxy forms, 21 per cent were blank (27 per cent) — that is, no name or function was given for the proxy, just a blank space —, and 7 per cent were originally blank and filled in later (7 per cent): the name, and often the proxy's occupation and address, were written in a different handwriting. Two-thirds of our 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. Yet an even higher share of blank forms (more than 40%) appeared in notarial records of the 1960s.⁴⁹ Was then the blank form the genuine vehicle of anonymity in powers of attorney? To answer this question, we must first take into account the fact that blank forms were much more used in some cities than others (we find, once again, differences in notarial practice which would deserve to be studied *per se*) and for some tasks than for others (Table 5, column a).

⁴⁹ Poisson, 'Sociologie des actes de procuration'.

Table 5

Logistic regression. Dependent variables: blank form (columns a and b – including filled-in blank forms), general (column c) or partial (column d) substitution clause.

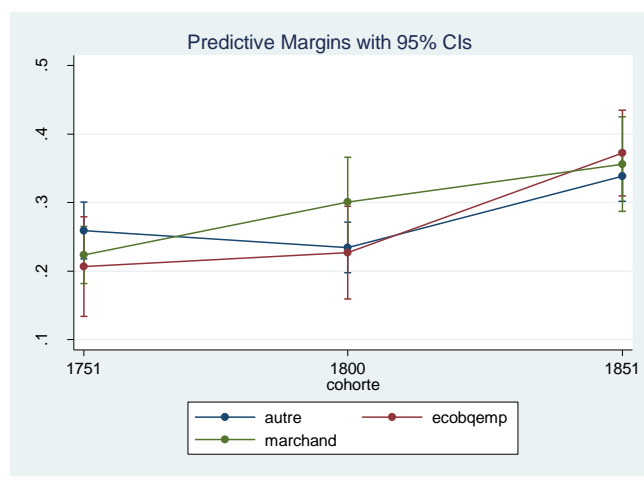
Variable	a: Coef	a: P> z	b: Coef	b: P> z	c: Coef	c: P> z	d: Coef	d: P> z
Place								
Lille	-0.9	0.000***	-0.9	0.000***	-0.5	0.071	-0.7	0.090
Lyons	ref		ref		ref		ref	
Marseilles	0.0	0.857	0.0	0.960	0.7	0.000***	0.3	0.203
Paris	-1.4	0.000***	-1.4	0.000***	0.8	0.003**	0.5	0.075
Other French	0.1	0.682	0.0	0.897	-0.2	0.508	0.3	0.397
Abroad	-1.7	0.000***	-1.7	0.000***	1.7	0.000***	-0.2	0.759
Main task								
General/inher	0.2	0.450	0.2	0.428	0.4	0.184	-0.2	0.551
Manag. Bus.	-0.9	0.021*	-0.9	0.018*	0.8	0.108	0.8	0.091
Debt recovery	0.6	0.004**	0.6	0.003**	0.5	0.152	-0.3	0.446
Annuities	0.1	0.702	0.1	0.768	-0.5	0.212	-0.3	0.520
Justice	0.8	0.007**	0.8	0.008**	-0.7	0.121	-0.6	0.261
Other comm.	ref		ref		ref		Ref	
Other civil	0.9	0.000***	0.9	0.000***	-0.3	0.0414	-1.6	0.000***
Principal								
Merchant	0.1	0.580	-0.2	0.025	0.3	0.164	-0.1	0.619
ECO	-0.0	0.995	-0.3	0.242	0.1	0.526	0.1	0.548
Other	ref		ref		ref		ref	
No. Principals								
1	ref		ref		ref		ref	
2 or more	-0.0	0.702	-0.0	0.636	-0.1	0.699	-0.2	0.441
Gender Princ.								
Male/Mixed	ref		ref		ref		ref	
Female	-0.0	0.847	-0.0	0.823	-0.2	0.428	-0.2	0.377
Cohort								
1751	ref		ref		ref		ref	
1800	0.1	0.530	-0.1	0.376	-0.1	0.637	1.9	0.000***
1851	0.6	0.000***	0.4	0.006**	-0.0	0.950	1.0	0.000***
Cohort x Principal								
1800 x Merchant			0.6	0.031*				
1800 x ECO			0.3	0.449				
1851 x Merchant			0.3	0.252				
1851 x ECO			0.5	0.134				
Personal Rel.								
No					ref		ref	
Yes					-0.0	0.954	0.3	0.167
Blank or filled-in blank form								
No					ref		ref	
Yes					-0.4	0.056	0.5	0.024*

Constant	-0.9	0.036*	-1.1	0.000***	-0.4	0.241	-1.1	0.000***
No. Obs.	2,748		2,748	862		862		
Pseudo R2	0.080		0.082					

Columns a and b: Regression on complete sample, omitting cases with unknown main task.

Columns c and d: Regression on reduced sample, omitting cases with unknown main task.

To assess change over time, we estimate (1) by defining as a dependent variable a binary outcome which takes a value equals to 1 if the proxy form is blank or filled-in blank, 0 otherwise. The 1851 cohort coefficient is significant and positive, indicating an increase in blank forms compared to 1751 (Table 5, column a). *Ceteris paribus*, merchants were not more likely than other groups to give a blank power of attorney, but the interaction regression in column b reveals more nuanced patterns. Compared to other groups, merchants gave more blank powers already in 1800. This might mean that merchants were pioneers in this practice in 1800, but by 1851 all the other groups followed and there is no difference among groups in the probability of giving a blank power of attorney.



Why would principals use blank forms, then, and why notarize them? Was this choice a move toward more anonymity in delegation relations? The likelihood is that, in many cases, it had something to do with the place in which the task was to be performed – something that we 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 have been 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'*).⁵⁰

From such a case, it becomes apparent that blank (and filled-in blank) forms indicate less anonymity than the role of relational chains.⁵¹ Drawing a contract could be just one step in such a chain ultimately leading to the creation of a principal-proxy relation. This chain probably relied on recommendation, especially by notaries. The role of French notaries in the circulation of economic information and the matching of contract partners has already been well documented.⁵² Lawyers writing about powers of attorney commented on the growing trust clients put in their notaries.⁵³ Such commentators were talking about notaries acting as proxies, though, not as intermediaries used to find proxies. 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

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

51 Grossetti et al., 'Studying relational chains'.

52 Hoffman et al., *Priceless markets*.

53 Dalloz and Dalloz, 'Mandat'.

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.⁵⁴ In our current database among the non-blank forms in which the occupation is provided, we only find 36 proxies explicitly described as notaries and 57 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 21 per cent of blank forms. More interestingly, but not very conclusively due to the small number of cases, 28 out of the 151 filled-in blank forms (19 per cent) in which the proxy's occupation is known were given to notaries or clerks, as compared to 7 per cent of the non-blank forms; the legal professions generally were overrepresented in the filled-in blank forms.

Moving from the relationship between the parties to the phrasing of the contracts, our data reveal an additional form and layer of delegation of authority creating relational chains. Substitution clauses, which have likewise not drawn a lot of scholarly attention, allowed the proxy to choose another proxy, who would perform all or some of the tasks included in the power of attorney. 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 100 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. This qualifies the relational interpretation of powers of attorney as manifestations of trust that we find among nineteenth-

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

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 principal entrusted the proxy not so much to perform the task, or all the tasks, as to find reliable agents to do so.

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 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 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 5 shows, substitution clauses were surprisingly ubiquitous in the sense that they were not significantly associated with specific types of principals (once again, merchants did not exhibit a particularly “modern” behavior) or even of tasks to be performed. Indeed, the only pattern that we found in general substitution clauses (column c) was a strong differentiation between cities, pointing at local notarial custom. Partial clauses, on the contrary (column d), were found everywhere in a similar proportion, but more often in blank contracts. This makes sense, as the skills and legal status of the proxy were unknown when the form was drafted: she might need to perform legal representation or sell annuities and not be deemed able to do so. Partial clauses, which thus can be read as an indicator of the perceived need for specialization, interestingly were

more frequent, *ceteris paribus*, in 1800 and 1851 than in 1751. Although this was not a linear evolution (there was a decrease between 1800 and 1851, perhaps again pointing at the relative legal uncertainty of 1800), this points in the general direction of professionalization, at least for part of the powers of attorney.

Blank forms and partial substitution clauses were thus widely, increasingly, and often jointly used during our period. Modernization, in the case of proxy forms, seems to have very much relied on relational chains, with notaries playing key roles as brokers of recommendations as well as providers of legal devices.

IV

Quite often, filled-in blank forms ended up with clerks of notaries as proxies.⁵⁵ Those were clearly in a good position to be recommended to undecided principals. Some of them regularly acted as proxies, performing a variety of tasks, receiving filled-in blanks as well as non-blank forms, seemingly making a reputation as specialists of the role of power of attorney. As in the case of partial substitution clauses, the empirical observation of such frequent proxies is an indicator of a growing division of labor as well as of the importance of relational chains.

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 this), 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

⁵⁵ It was the case for 24 filled-in blank forms, or 16% of those in which the occupation of the proxy was known, as compared to 4% of non-blank forms.

defined positions — for example, as arbitrators for commercial courts, trustees in bankruptcies, etc. Historians have sometimes mentioned their importance and bad reputation,⁵⁶ but very little is known about them as a social group.

The growing awareness of a division of labor at play in delegation, rather than a contract between similar friends, appears in the clauses of our reduced sample. 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 from cohort to cohort (Table 6, column a; an alternative specification shows a significant decrease between 1800 and 1851). Giving a power of attorney could more often be recognized as 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 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. In this logic, the clause was more rarely found in contracts having to do with rent annuities, and never in the contracts of frequent proxies, i.e. those we found at least four times in our sample.

⁵⁶ Boigeol and Dezalay, ‘De l’agent d’affaires au barreau.’ Professional proxies specialized in one type of task appear in other works, e.g. property managers in Cheney, *Cul de Sac*, or real estate agents in Yates, ‘Making metropolitan markets.’

Table 6

Logistic regression. Dependent variable in column a: final clause “whatever the principal could have done in person”, in column b: frequent generalist proxy.

Variable	a: Coef	a: P> z	b: Coef	b: P> z
Place				
Lille	0.2	0.800	1.0	0.048*
Lyons	ref		ref	
Marseilles	1.6	0.000***	-1.6	0.047*
Paris	-2.0	0.009**	1.8	0.000***
Other French	0.2	0.612	2.2	0.000***
Abroad	2	0.001**	1.1	0.054
Main task				
General/inher	0.3	0.488	-0.6	0.026*
Manag. Bus.	0.3	0.620	no case	
Debt recovery	0.5	0.263	ref	
Annuities	-1.4	0.026*	-1.9	0.000***
Justice	-0.1	0.876	-1.4	0.174
Other comm.	Ref		no case	
Other civil	-0.4	0.023*	-0.4	0.230
Principal				
Merchant	0.5	0.093	0.2	0.545
ECO	0.3	0.391	-0.8	0.050
Other	ref		ref	
No. Principals				
1	ref		ref	
2 or more	-0.1	0.745	-0.6	0.038*
Gender Princ.				
Male/Mixed	ref		ref	
Female	0.7	0.012*	0.2	0.362
Cohort				
1751	ref		ref	
1800	-1.1	0.000***	-0.1	0.872
1851	-4.2	0.000***	1.9	0.000***
Family				
No	ref			
Yes	0.6	0.053		
Blank or filled-in blank				
No	ref			
Yes	-0.2	0.551		
Constant	-1.1	0.023*	-4.2	0.000***
No. Obs.	732		1,953	
Pseudo R2			0.237	

Column a: Regression on reduced sample, omitting cases with unknown main task and without a final

clause.

Column b: Regression on reduced sample, omitting cases with unknown main task and blank forms.

We in fact found two quite different types of frequent proxies. On the one hand, some tasks had been assigned to specific professionals long before our period: it was the case of attorneys-at-law (who did not need notarized proxy forms for each case, which explains that they do not figure prominently in our data) and of bankers and brokers dealing with rent annuities. Here, division of labor and professionalization were nothing new. For example, two brokers at the Lille stock exchange in 1851, Frédéric Tattet fils (a proxy in 79 separate contracts, 38% of our Lille sample for that year) and Joseph Jules Blerzy (20 contracts), 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, like Tattet and Blerzy, was a proxy in 81 contracts dealing with the sale or collection of interest from annuities. Unlike them, however, he used slightly different phrasings depending on his principals' notaries; one of the forms, coming from a notary in Jersey, was even printed.⁵⁷ Some professionals who often acted as proxies therefore used notaries to certify their contracts, but did not really need them to provide templates. They do not seem to have needed notaries to find clients either (or if they had needed them at some point, now repeated relations or direct recommendations by clients were enough): Ferrère-Laffitte appeared on just one filled-in blank form, Tattet and Blerzy on none.

As we said, such professionals were however not a symptom of recent modernization. We found no equivalent in our 1800 sample, when banks and the stock exchange were arguably still

⁵⁷ AN, MC/ET/X/1220, 15 December 1851

disorganized; but frequent proxies dealing with rent appeared in 1751, even if it was not on the same scale (which could be the accidental product of our selection of notaries). *Ceteris paribus*, in a regression not reported here but including the same covariates as above, we found no cohort effect on the use of such frequent proxies. For example, 12 non-blank forms and 4 filled-in forms were given to Anne Marguerite de la Faye de Joyenval, the widow of a “rent receiver” (*receveur des rentes*) who obviously continued his business.

The second case comes closer to the idea of a generalist professional proxy, or business agent. This time, it seems indeed to be a figure of the nineteenth century. To define this group, we focus on proxies appearing at least four times in our sample and who do not deal with rents. Their main tasks were the management of estates or inheritance proceedings and debt recovery. We find 18 persons and 124 contracts, 98 of which were signed in 1851. This represents 11% of non-blank or filled-in blank forms for this cohort, as compared to 2% in 1751 and 1800. This effect holds in a multivariate regression (Table 6, column b): the coefficient for 1851 indicates that principals were 7 times more likely to use a generalist professional proxy than their predecessors were in 1751. Multiple principals (quite often co-heirs) seem to have particularly favored such proxies: it was perhaps easier in such a case to agree on a professional, be him known by the principals directly, by acquaintances or by their notary. We find important variation among cities (only partly caused by the fact that many of the contracts drawn out of our sample were deposited in one of our 4 cities by a frequent proxy). Contrary to other commercial occupations, merchants were not less likely than propertied persons or civil servants to use this type of proxy.

Zooming in on frequent proxies helps to understand that the emergence of professional business agents did not necessarily imply anonymity: not only because principals relied on their names, which they might have found in directories, but also because recommendation obviously

played a role. Étienne Maurice Olivier, a notary's clerk, was a proxy in 8 contracts in Lille in 1851. He held 3 non-blank and 5 filled-in blank forms: he could take advantage of his profession to benefit from the brokerage of notaries (he used at least two separate notaries) and find clients in Paris, Tours, and Libourne (near Bordeaux) as well as in and around Lille. He sometimes was rather a broker himself than a genuine proxy, however: we also found a substitution contract in which he transferred the powers conferred to him by Antoine Louis Vallois, a “former merchant and propertied man” of Wazemmes, near Lille, to Pierre Joseph Lecieux, another notary's clerk (whom we found as a proxy in two other contracts).⁵⁸ The substitution does not give any information on the tasks to be performed; in other cases, Olivier was chosen to sell land, buildings, manage inheritances and recover debts.

Joseph Darasse, a Parisian merchant of good social standing, who had been awarded the *legion d'honneur*, a very praised medal, for his services in the national guard, was a more specialized proxy. He was chosen by thirteen clients of the same notary, all but one were representatives of France abroad (consuls, interpreters, etc.). Most of them appointed him to recover their overdue wages at the ministry of Foreign Affairs—one also asked for annuities to be sold; a widow, who gave him a general power of attorney, was the exception, in that we cannot testify to her ties with diplomacy.. He had obviously made a reputation among employees of the ministry as a reliable proxy, so much so that three of the forms had been drawn in Cairo, Jerusalem, and Tbilissi (Georgia), before being deposited in the records of Darasse's customary notary. Choosing him was clearly nothing like an impersonal decision.

V

Despite having carefully chosen a case study in which macro events (the French Revolution

⁵⁸ Archives départementales du Nord, 2^E48/172, 27 March 1851.

and the industrial revolution) arguably were likely to transform incentives, leading to less interpersonal powers of attorney, we have found little or no support in our data for the simplest modernization narrative. 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 significant changes between our periods, and those did not point unequivocally in the direction of increasingly anonymous relationships. At a micro level, political and legal changes from the French 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.⁵⁹ 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, our results indicate a complementarity between trust based on pre-existing

59 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.

relationships (especially among kin) and formalization, rather than a substitution over time. The very use of the most formal contracts—notarized proxy forms—between relatives, hints at this. . If our results, which generally show little change, support one over-arching modernization narrative, it would be that of division of labor rather than depersonalization. Changes to that effect appear in our variables related to the phrasing of contracts and to the frequent choice of some proxies. The study of blank forms and substitution clauses has also identified the limits of one common hidden assumption: the idea that what mattered to the commercial relationship, what was to be described, and 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. More systematically comparing notarial practice across places, and across notaries in the same place, would shed light on differences in clauses and perhaps on relational chains. Extending our sample across time and zooming in on specific places and social groups 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, which would require us to look for traces of reciprocation and mutual agency in the principal-proxy relationships among merchants, would 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	63	61	261	385
Lyons	279	252	285	816
Marseilles	299	297	281	877
Paris	221	218	314	753
Total	862	828	1141	2831

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 collected all the proxy forms of, whenever possible, three notaries for each city and year (more when each notary's records did not include enough proxy forms).

For Lille in 1751 and 1800, where there were few surviving notarial records and even fewer proxy forms, we included all the surviving records. Using all the notarial records for Lille in 1851, we were able to code the occupations 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 records⁶⁰ 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

⁶⁰ Archives départementales des Bouches-du-Rhône, 12 Q9 2 /49-52.

(*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.⁶¹

Appendix 2: Descriptive statistics

The % given in roman font are taken on the complete sample (No. Obs=2,831).

The % given in italics are taken on the reduced sample (No. Obs=870)

Type of form

Proxy form written by the notary in Paris, Marseilles, Lyon or Lille	75
“Deposit:” proxy form written by a different notary elsewhere	18
Other (substitution, discharge, etc.)	6

Place where the form was originally written

Lille	10
Lyon	27
Marseille	29
Paris	17
Written somewhere else in France	11
Written in a foreign country	5

In our regressions, we consider the place where the form was originally written, rather than the place where we collected it, so as to account for local notarial practices. Therefore, we do not include “type of form” as a variable, because all forms originally written out of our four main cities are by definition deposits.

Length of form

Less than one page	29
One to two pages	56
More than two pages	15

Phrase “procuration générale et spéciale” (covering auxiliary tasks)

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 general substitution clause 47

Includes partial substitution clause 24

Blank forms

Completely blank form	21
Originally blank form that has been filled in with the name of a proxy	7
Non-blank form	72

More than one principal 17

⁶¹ Hoffman et al. *Priceless markets*.

<i>The proxy appears at least four times in our sample-specialist of rent annuities</i>	8
<i>The proxy appears at least four times in our sample-generalist</i>	4

*Occupation of the principal(s)**

unknown	27
merchant	24
propertied	14
other eco	13
civil servant	9
other	7
lawyer	3
employee of merchant	2
financial	1

*Occupation of the proxy**

blank	21
non-blank, but profession unknown	23
merchant	14
lawyer	13
financial	10
other eco	7
propertied	6
other	3
civil servant	3
employee of merchant	2

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

merchant to blank	7
merchant to merchant	7
merchant to other	11
other to blank	14
other to merchant	7
other to other	55

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

ECO to blank	10
ECO to ECO	16
ECO to other	14
other to blank	10
other to ECO	16
other to other	34

<p>merchant: called <i>marchand</i> or <i>négociant</i> or <i>commissionnaire</i> 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, skilled 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 <i>propriétaires</i> and <i>rentiers</i>, those who live from the income of their lands or annuities. ECO: includes merchant, financial, employee of merchant, and other eco.</p>

Combination of genders of principal(s) and proxy

Man to man	47
Woman to man	17
Man to blank	15

Man and woman to man	8
Man to woman	6
Woman to blank	4
Man and woman to blank	2
Woman to woman	2
Other combinations	1
In our regressions, we have considered the principal as female if all the principals were (22% of cases).	

Explicit relationship between principal(s) and proxy

Blank form	21
No relationship	59
Other kin	13
Spouse	6
Other (associates, employer-ee, neighbors, etc.)	2

City where the proxy form was originally recorded in

The city where the principal lives	36
The city where the proxy lives	11
The city where both live	48
A city where neither the principal, nor the proxy seem to live	6

*Main task to be performed by the proxy (exclusive from each other)***

Recovering debts or other sums owed	28
General powers, inheritance, estate management (includes: general powers, 5%; dealing with inheritance, 15%; managing land and/or buildings, 7%)	26
Selling annuities or collecting interest	18
Other non-commercial matters***	13
Other commercial matters****	6
Representation in court	4
Managing a company	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.

*** Includes selling land and/or buildings (6%) and miscellaneous tasks, for example representation before the bureaucracy, accepting a donation, representation in family proceedings, e.g. about the care of orphans.

**** Includes selling merchandise (2%) and miscellaneous tasks, for example representation in bankruptcy or winding up proceedings.

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