256 A51a v.3

000 564 881

SERICAN SHORTHAND SYSTEM

PART III



AND MEDICAL SERVICE OF CHARLEFORD ENGE

ENIERCO LLLINOIS



THE LIBRARY
OF
THE UNIVERSITY
OF CALIFORNIA
LOS ANGELES

rollas, iekis

Digitized by the Internet Archive in 2007 with funding from Microsoft Corporation

AMERICAN SHORTHAND SYSTEM

PART III

INSTRUCTION PAPER

PREPARED BY

JOSEPH M. CARNEY .

OFFICIAL COURT REPORTER CIRCUIT COURT,
MILWAUKEE, WIS.

AMERICAN SCHOOL OF CORRESPONDENCE

CHICAGO

ILLINOIS

U. S. A.

UNIVOF CALIFORNIA AT LOS ANGELES Copyright 1909 by
American School, of Correspondence

Entered at Stationers' Hall, London All Rights Reserved

AMERICAN SHORTHAND SYSTEM

PART III

GENERAL INSTRUCTIONS

The average pupil makes the very grave mistake of taking it for granted that when he has completed the study of the principles of shorthand and entered the dictation portion of his course, he has at last gotten away from all reference to the principles taught in the earlier lessons. Nothing could be more erroneous than such a belief, for the fact is, more attention should be given to the principles in building up speed than to dictation exercises given for the purpose. Not only is a knowledge of the principles of shorthand absolutely necessary, but the ability to apply those principles is an important requisite which should not be for one moment lost sight of.

Undoubtedly you have already found it to be a fact that while you really *know* the principles of phrasing, yet when matter is dictated to you, you do not apply those principles, but resort to the elementary method of writing out each word without joining. That is a grievious fault and must be overcome, if you desire to become known as a really competent shorthand writer.

Now, how is it possible to overcome the difficulty? Here is a somewhat tedious plan, but it is the best one by which to build up real speed. It is not to take from dictation the letters and other matter given in this part, but to turn to the very first lesson on phrasing and write the phrases contained in that lesson hundreds and hundreds of times. Take each phrase found in each lesson and do the same with it, mixing it up in such a manner as to bring them most sharply to the ear. The writer of this course has "loaded" one cylinder of a phonograph with but twenty short phrases, repeated again and again,

Copyright, 1909, by American School of Correspondence.

and then taken that dictation of but twenty short phrases for more than two hours. By that time it was easy to write each phrase, no matter where or when it occurred, for each phrase had become a part of his phonographic being.

It takes perseverance to pursue such a course of study, but it will pay in the end. It is the *thorough* shorthand writer who is the *best* shorthand writer, every time. If, at this stage of the study, after you have completed your study of the first two parts of the course, you would review each lesson from the third, devoting 200 pages of practice matter to each lesson, it would be the very best investment of time you could make. Stenographers are paid according to the ability they possess, and the greater your ability, the greater will be the emoluments resulting from this study.

There is enough work connected with Lesson 19 alone to keep one profitably employed for three weeks. There is a list of phrases given with that lesson which should be written 500 times each. After that, sentences should be composed containing those phrases, and that lesson should not be laid aside until every phrase is so familiar that it can be written without hesitation.

Nor should this study be confined to the phrases and word signs. It is more important that the principles should be thoroughly mastered, for they are the basis of shorthand. It is through such a mastery of the principles that it is possible for one to write words he has never before written, without the slightest hesitation. The practiced, accomplished writer will follow the sounds of the words given by the speaker or dictator absolutely automatically, writing the phonographic outlines representing those sounds as easily as the ordinary longhand is written. He does this because he knows the principles of shorthand, and writes the sound characters as easily as you now write the letters in ordinary longhand spelling.

There is a mistaken idea that it is well to compile and learn a great number of arbitrary phrases. Unless phrases are of frequent occurrence, they should be written as fully as possible. When easily joined phrases occur, they should, of course, be written. But the practice of using but a portion of infrequent words or phrases to represent those words or phrases should be discountenanced. They will hinder and retard, rather than accelerate speed.

SHORTHAND PUNCTUATION

The object of shorthand is not only to reproduce the words of a speaker or dictator, but to, as far as possible, convey to paper the exact meaning which the speaker or dictator intended. In other words, the shorthand writer should endeavor to make a pen picture of the sayings of the one whose dictation he is taking or whose speech he is reporting. To do this, the transcript must be carefully punctuated, and in order that this can be done, the shorthand notes must be written with such care that the right punctuation can be supplied.

Too frequently do stenographers forget that it is sometimes an impossibility to supply the punctuation unless there is a key to it in their notes. They rely on their ability to supply correct punctuation, and frequently omit the period showing a full stop on the part of the speaker. Different punctuation of the same words may convey an entirely different meaning. For instance, when John D. Rockefeller exclaimed, during an investigation of the Standard Oil Company, when asked if he had entered into a certain contract: "I entered into that contract!" he did not intend to affirm that he had entered into it, but intended to denote surprise that anyone should think he had entered into it. Had the exclamation point been replaced by a period, it would have changed the entire meaning of the answer. "William Jones," says Frank Smith, "is a fool" is an altogether different proposition than "William Jones says Frank Smith is a fool," although exactly the same words are used.

It is therefore necessary that the stenographer must show the punctuation, and this can be done by grouping the outlines. Not only does this grouping preserve the sense intended, but it makes the shorthand much more easily read. Each parenthetical phrase is set off by itself, and consequently there is no trouble experienced because the context is broken by a parenthetical phrase—one of the things which stenographers have heretofore had to contend with. So grouping the outlines not only preserves the sense intended, but makes the shorthand more legible, more easily read, and more certain.

Whenever there is a change in the sense relation of the words that change should be shown in the shorthand notes. To illustrate, we will take a peroration delivered by William J. Bryan in his lecture, "The Prince of Peace." First we will show this without punctuation,

and then follow it with the shorthand fully punctuated. The peroration is:

If the Father deigns to touch with divine power the cold and pulseless heart of the buried acorn and make it burst forth from its prison walls will He leave neglected the soul of man who was made in the image of his Creator if he gives to the rosebush whose withering blossoms float upon the breeze the sweet assurance of another springtime will He withhold the words of hope from the sons of man when the frosts of winter come if matter mute and inanimate though changed by the forces of nature into a multitude of forms can never die will the imperial spirit of man suffer annihilation after a brief sojourn like a royal guest to this tenement of clay rather let us believe that He who in His apparent prodigality wastes not the raindrop the evening's sighing zephyr or the blade of grass but makes them all to carry out His eternal plans has given immortality to the mortal and gathered to Himself the generous spirit of our friend then let us look up to Him and say thy day has come not gone thy sun has risen not set thy life is now beyond the reach of change or death not ended but begun oh gentle soul hail and farewell.

Even in the longhand the above is something of a confused mass. Without punctuation in shorthand it would nearly be impossible to reproduce the matter correctly. Here is the way many stenographers would show that argument on "Immortality" in their shorthand notes:

An effort to read the above notes will demonstrate the importance of writing notes in such a manner that they can be read easily, and correctly punctuated. The sense relation of the words is not shown and it would be practically an impossibility to transcribe such notes. Compare them with the following illustration of the same matter, and it will be found that, when correctly grouped, the outlines are easily

read and easily punctuated. It will be seen that the paragraphs are shown, not only with the paragraph mark, but by writing the new paragraph on a new line, properly indented:

The above, properly transcribed and punctuated, should be included in your final work sent for suggestions and correction.

PROPER NAMES

In commercial work, unless proper names are familiar to the stenographer they should be written in longhand. In reporting work this is a practical impossibility, for they are spoken too rapidly to permit of longhand writing. When a stenographer receives proper names in dictation, he should insist that his dictator spell out all

proper names, and in such instances, of course, there is time enough to write them in longhand.

In the reporting of witnesses, all the proper names should be looked up, if it is possible. If not, mistakes are sure to occur which will reflect on the work of the stenographer. For instance, the commonly used name "Smith" is also spelled "Smyth" and there is no clue to the correct spelling from the sound.

The following list contains many proper names of frequent use and can be studied with profit:



Hanson	Mackintosh	Robinson
Harris	Marsh	Rogers
Harrison	Martin	Sanders
Henderson	Matthews	Sharp
Hill	Miller	Smith
Howe	Mitchell	Snyder
Howell	Morris	Starr
Hughes	Morrison	Stewart
Hunter	Morse	Taylor
Johnson	Nelson	Thompson
Jones	Olson	Washburn
Kennedy	Osborn	Watson
King	Palmer	Webster
	Peterson	Wheeler
Lane	Reed	
Lawrence	Rice	White
Lindsay	Richards	Williams
Lewis	Richardson	Wilson
Logan	Roberts	Wood
I,ong	Robertson	Young

AMERICAN SHORTHAND

NAMES OF STATES AND TERRITORIES

Alabama	Kentucky	North Dakota
Alaska	Louisiana	.EOhio
Arizona	Maine	Oklahoma
Arkansas	Maryland	Oregon
California	Massachusetts	Pennsylvania
Colorado	Michigan	Rhode Island
Connectlent	Minnesota	South
Delaware	Mississippi	South Dakota
District of Columbia	Missouri	Tennessee
Florida	Montana	LoTexas
Georgia	Nebraska	YUtah
Hawaiian Territory	Nevada	Vermont
1 Idaho	New Hampshire	Virginia
Lilinois	New Jersey	Washington
Indlana	New Mexico	West Virginia
Iowa	New York	Wisconsin
Kansas	North Carolina	Wyoming

NAMES OF CITIES.

Akron	Bay City	? Charleston
Alameda	Beatrice	Christiana
Albany	Beloit	-2 Charlotte
Alexandria	Bethlehem	Chattanooga
Allegheny	Beverly	Chicago
Allentown	Birmingham	Cincinnati
Amsterdam	Boston	- Cleveland
Anderson	Bowling Green	Clinton
Ann Arbor	- 🥎 Bradford	. Cold Water
- Asheville	Brooklyn	Colorado Springs
Ashland	Brunswick	Columbia
Astoria	Buffalo	Columbus
Atchison	Burlington	P Constantinople
Atlanta	Butte	Copenhagen
Augusta	Cairo	Corinth
Aurora	Caleutta	
Baltimore		Council Bluffs
Batavia	Cape Town	Dallas
Battle Creek	Cedar Rapids	Davenport

	Helena	Lincoln
Des Moines	Hobart	Liverpool
Detroit	Honolulu	Logansport
Duluth	Houston	London
Elmira	Jackson	Los Angeles
- Emporia	Janesville	Louisville
Erie	Jefferson City	Lowell
Evansville	Kalamazoo	Mansfield
Fond du Lac	Kankakee	Marshall
Fort Dodge	Kansas City	
Fort Wayne	Keokuk	Memphis
Fort Worth	— > Key West	Meridian
Fostoria	Kingston	Michigan City
Grand Rapids	Knoxville	Milwaukee
Greenville	Kokomo	Minueapolis
Indianapolis	La Crosse	Mobile
Hamburg	Lafayette	Montgomery
	Lancaster	Montreal
A Harrisburg	Lansing	Nashville
- Le Hastings	Leavenworth	Nebraska City

New Albany	Portland	Springfield
New Bedford	Providence	Streator
New Orleans	Pueblo	Stockholm
Newport	Quincy	Superior
Newton	Raleigh	Sydney
New York	Richmond	Syracuse
Oakland	Rochester	Toledo
Omaha	Rock Island	Topeka
Oshkosh	St. Louis	Vicksburg
Oswego	St. Paul	Walla Walla
Ottawa	Salt Lake City	Washington
Paris	San Francisco	Wellington
Philadelphia	San Jose	Wheeling
Phoenix	Seattle	Williamsport
Pittsburg	Shreveport	Wichita
Plainfield	Sioux City	Worcester
Port Huron	Stoux Falls	Zanesville

New York, April 4, 1909.

Messrs. Williams & Fletcher, 939 East Twenty-Third street, Chicago, Ill.

Gentlemen:

We desire to call your attention to the advertising columns of our new publication, a copy of which we send you under separate cover. While we have only published three issues of this magazine, we have already secured a circulation of more than 50,000 copies and each mail brings to us a large number of new subscriptions. We are pushing this periodical in several different ways, and believe we are justified in making the prediction that the next year will bring to us more than 300,000 new subscribers.

We are now quoting an extremely low price for our advertising space—\$50 a page—and contracts entered into now will run for a year. You will see that this rate is very low, when you take into consideration the possibilities of this magazine during the next twelve months.

We shall be glad to receive a trial order from you, and if you will let us hear from you at an early date, we will reserve a choice position in the next issue.

Yours truly,

Kansas City, Mo., June 10, 1909.

Mr. John H. Horton,

560 Commercial National Bank Building,

Chicago, Ill.

Dear Sir:

We are in receipt of a letter from Mr. W. L. Graham, of your city, relative to an exhaust fan sent by us to him on the 12th ult. His order called for a 60-inch fan, but by mistake he was sent a 44-inch fan. Please call on Mr. Graham as soon as possible, and see whether it is not possible for him to make use of the fan sent him. Of course, if he sticks for the larger fan, we shall be glad to send it to him, but if the 44-inch fan will do, it will save us the expense of making the change. Graham's address is 281 West Lake street.

We are informed that a party living at 1738 Grace street, Chicago, will soon be ready for some of our goods. We think his name is W. S. Wilson. It would be well for you to call on him.

Yours truly,

アクラビー

2012 Cosh J)

Pittsburg, Pa., February, 28, 1909.

Arthur S. Sullivan Esq., 416 Sentinel Building, Milwaukee, Wis.

My dear sir:

I enclose proof of claim in the matter of our account against William W. Alexander, duly verified by the affidavit of the president of our company. I hope you will be able to press this matter to a successful conclusion. Kindly acknowledge receipt.

Very truly yours,

Detroit, Mich., January 30, 1909.

Mr. F. H. Muldoon, 603 Reaper Block, Chicago, Ill.

Dear Sir:

It is our desire to take the depositions of several witnesses in your city, pursuant to the enclosed notice, and we have had you appointed Commissioner, for the purpose of taking the testimony of the witnesses therein named. Will you please issue the necessary subpoenas, and have the parties served at once, advancing the witnesses' fees and doing all the work which it will be necessary to do in order to secure the attendance of the witnesses. Please have this attended to at once, and let us know immediately whether you succeed in obtaining service.

Our Mr. Hogan will be in Chicago, and will call on you the day before the time set for the proceedings. We desire you to personally report the depositions in shorthand, and the signatures of the witnesses will be waived. We will want you to transcribe the testimony as soon as possible, and to furnish us with a copy, aside from the original for record.

It may be necessary for us to have a court reporter go with us in several of the Western states in order to take depositions. Would you care to go on such a trip? If so, I think I can fix it. This is a case for payment for 25,000 head of cattle, and we will probably have to take the testimony of two or three hundred cowboys. Such a trip would therefore be interesting, as well as profitable. We will probably leave for Nevada in a month or two. I hope you can go with us.

Let us hear from you as quickly as possible.

Sincerely yours,

V W Ban

12/2

cel

Bloomington, Ill., May 1, 1902.

Mr. W. H. Hayden,

503 First National Bank Building, Buffalo, New York.

Dear Sir:

Replying to your favor of the 29th ult., we will be glad to furnish you our No. 60 double buggy harness for the following prices:

Nickel, or imitation rubber trimmed,

\$23 per set.

Rubber trimmed.

28 per set.

Shall be pleased to receive an order.

Very truly yours,

Kansas City, Mo., October 20, 1904.

Mr. S. B. Osborn,

Dexter, Iowa.

Dear Sir:

Your valued order of the 9th inst. was received, and the goods have gone forward. We did not have the case of Swift's Roast Beef, but we sent immediately to Chicago, instructing them to ship direct to you, and without a doubt you have received it before this.

Thanking you for this order, which we hope will be entirely satisfactory, we are

Very truly yours,

160 Fifth Ave., Brooklyn, N. Y. February 5, 1909.

American School of Correspondence,

Chicago, Ill.

Gentlemen:

I received the second section of the matter for the new book this morning. The first section, which Mr. Griffith informed me was mailed on the second inst., has not been received. If it is not here by to-morrow, I will telegraph you to have it traced. I will give the work careful attention, and rush it all I can.

Yours truly,

Ly Coes

00/1

(ab) 1917 p

New York City, April 22, 1903.

Dr. C. H. Russell,

Pullman, Wash.

Dear Sir:

I am in receipt of your favor of the 3rd inst. There are but two companies on the list that you mention that we would guarantee under the circumstances, and we would add that there are only two or three mutual companies that we ever guarantee.

If you have any list upon which you would like to consider a guaranty, if you will forward it to us, we will advise you just what companies we would guarantee, and what the cost will be.

Very truly yours,

Elmira, N. Y., December 2, 1904.

Mr. E. G. Snow, Jr.,

Vice-President Home Insurance Co.,

New York City, N. Y.

Dear Sir:

In reply to yours of the 12th inst. would say, I have employed an excellent solicitor to work up farm business, and he has already secured nearly \$800 in premiums. I pay him 15 per cent. commission. A very great portion of the premiums were tornado. It will therefore be necessary for me to discontinue the services of my solicitor, as I cannot afford to work for nothing.

Very truly yours,

New York City, January 24, 1905.

Mr. Arthur Connors,

65 Clark street.

Madison, Wis.

Dear Sir:

After May 1st, you will please charge a rate of \$5 per \$1,000 on all individual policies issued in the preferred class. In making up your accounts on this business, take credit on such policies for 30 per cent. commission. This new rate does away with the difference between preferred A and preferred B; that is, all preferred risks will be classed alike, and written at the uniform rate of \$5 per \$1,000. If there are any cases which you think you can close by the first of May at the old rate, you are at liberty to do so.

Yours truly,

AMERICAN SHORTHAND

-

and the second s

Chicago, Ill., February 9, 1903.

Mr. William H. Danforth, Lake Forest, Ill.

My dear sir:

In response to your letter of a few days ago, we take pleasure in recommending to you as a competent stenographer, Miss Florence Maybrick, who will hand you this letter, and who is desirous of securing the position you have at your disposal. It is our understanding that you wish a young lady to take dictation of a literary character, and that your work calls for one who has more than an ordinary education. Miss Maybrick is not only a careful, painstaking, and accurate stenographer, but she has had exceptional educational advantages, being a graduate of the Chicago University and a student of classical literature. We have no doubt that you will find Miss Maybrick to be competent to do the work, and hope you will see fit to give her a trial.

Very truly yours,

The Smith Engraving Co., 450 South Clinton street, Chicago.

Gentlemen:

Enclosed you will please find drawings for twenty-six cuts of shorthand notes. You will please make zinc etchings of these, same size as the copy, and return to us at your earliest convenience.

We do not remember the prices quoted by your representative, but think they were four and a half cents per square inch for zincs, and twenty-five cents for half tones. Let us know whether we are right in this, in order that we may know the exact cost of this work.

We shall probably have more than 1,000 cuts, and hope you will be able to satisfy us, both as to-price and quality of the work.

Yours truly,

Chicago, Ill., May 15, 1909.

Major C. W. Hawes,

Head Clerk, Modern Woodmen of America,

Rock Island, Ill.

Dear Sir:

We desire to do the reporting for the head camp, Modern Woodmen of America, to be held in Buffalo, and would be greatly pleased if you would advise us of the date, the probable length of time it will consume, the number of copies of transcript desired, etc. We enclose stamped envelope for reply and will thank you for this information.

Very truly yours,

2 (25

2'E / 1/20/15 2/16 2/7 / 1/20/16 / 1

5/12(2) 7/2 / 4

3/5/x 1 2/5/2 1/5/

-

La Salle, Ill., March 5, 1909.

Marshall Field & Co., Chicago, Ill.

Gentlemen:

More than three weeks ago my wife purchased four pairs of curtains from you, while in Chicago, which were to be delivered to us immediately. We have not received them as yet, and fear they have been missent. I enclose the purchasing check given my wife, and hope you can trace the matter up.

Very truly yours,

Chicago, Ill., April 16, 1909

Mr. A. P. Moreland, 1333 Rokeby street, Chicago, Ill.

Dear Sir:

I am contemplating building a bungalow at Wilmette during the next six months, and remembering you as a friend and neighbor, and knowing that you are a contractor, I am going to ask you to call and make an estimate on the building of the same. This should not be a very expensive or extensive job, but I hope we may find it large enough to interest you. You may call at my office during the day, or I will be at home any evening during the coming week.

Very truly yours,

New York City, May 17, 1907.

Mr. Charles A Welch, 612 Wells Building, Milwaukee, Wis.

My dear sir:

There will be a meeting of the Interstate Commerce Commission in your city June 10, and we have a contract for the reporting of it. It will be necessary for us to make daily transcript of the meeting, and we wish to secure the services of two reporters and three typewriters during the sessions of the Commission. You have been recommended to us and we desire, if possible, to get you for that occasion. We suppose the usual exchange rate prevailing among the members of the National Shorthand Reporters' Association will be satisfactory to you.

Will you please write us at once and let us know whether you can furnish the required force. We shall have one of our men from New York on hand to take charge of the work, and he will do a part of the reporting with you. Of course, he will have to have a typewriter operator, and we hope you can secure

him a good one.

Very truly yours,

Indianapolis, Ind., May 12, 1906.

J. M. Glenn, Esq.,

463 Chicago Opera House building, Chicago, Ill.

My dear sir:

In relation to the attached memorandum bill of goods furnished us April 5 and April 13:

We are unable to find any record of the same having come to us, and we are informed that you hold no receipt from us on the same. Will you kindly look this matter up and advise us as to the developments in the matter. We are desirous of getting the matter straightened out, and will thank you for your early attention.

Yours truly,

Fort Wayne, Ind., June 16, 1907.

J. H. Arnold, Esq.,

343 West Randolph street, Chicago, Ill.

Dear Sir:

We desire to acknowledge receipt of your check for \$250, and thank you for the same.

We have also received your valued order for sixteen barrels of Gold Medal flour and the same will go forward at once.

Thanking you, we are

Very truly yours,

Lafayette, Ind., June 20, 1908.

Mr. S. M. Phillips, Sedalia, Mo.

Dear Sir:

We have your invoice of the 15th inst. for 25 cases of National Oats. We desire to say that these goods have not reached us as yet. Will you kindly send duplicate bill of lading and trace from your end? We have noticed that the last four or five shipments have taken six or eight days to reach us. Do you know whether there is any reason for this? It seems to us that the goods should reach us as promptly as your invoice. If there is any way in which you can get quicker shipments we would appreciate it.

Yours truly,

1= ==

1/56'6 (Do'5-6/5), 6.00 o/moly 1
2/2/6/6/6/5, 6.00 o/moly 1
2/2/6/6/6/5, 6.00 o/moly 1
2/2/6/6/6/6/5, 6.00 o/moly 1

New York City, April 19, 1906.

D. A. Devlin Esq.,

63 Crescent Building,

New Orleans, La.

Dear Sir:

We respectfully ask your careful consideration of the enclosed circulars bearing upon a form of insurance which we term "General Liability."

It is one which especially commends itself to landlords, tenants, and all owners of real estate, and has already been received with much favor in this city, Boston, Philadelphia, and elsewhere. Some few dozen accidents, out of a number which have come to our knowledge, have resulted in suits for damages aggregating upwards of \$100,000.

This form of policy protects the holder, not only from the liability, but from the annoyance and expense of defending such suits.

Very truly yours,

General Agent.

Armstrong Engine Co.,

Anderson, Ind.

Gentlemen:

We are in receipt of a letter from the Norwegian Plow Co., of Dubuque, Iowa, saying that they have had some correspondence with you about handling your planter in that territory, and wanting to know what we think of it. If we knew which of your planters you are trying to sell them, we could no doubt say something which would be of advantage to you. We think you understand how we feel about the regular combination planter, such as we have been handling. Please let us know what planter you contemplate furnishing them.

Yours truly,

Denver, Col., September 16, 1904.

Raymond Dairy Co.,

Des Moines, Iowa.

Gentlemen:

We are in receipt of New York draft for \$905, for which we thank you. We enclose receipted bill.

We are also sending, under separate cover, our last catalogue, and hope you will find interesting articles therein.

Yours truly,

1/2/62 202 157 12 107/ 1/2/62 202 157 12 107/ 1/2/62 10 202 157 7000 1/2/62 10 202

1/28/27/2000 1/200

AGREEMENT FOR WARRANTY DEED

ARTICLES OF AGREEMENT, made this sixteenth day of February, in the year of our Lord, One Thousand, Nine Hundred and Three, by and between Lester Samuels, of the city of Chicago, in the county of Cook and the state of Illinois, party of the first part, and Walter S. Taylor, of the same place, party of the second part, WITNESSETH:

That if the party of the second part shall first make the payments and perform the covenants hereinafter mentioned on his part to be performed, the said party of the first part hereby covenants and agrees to convey and assure to the said party of the second part, in fee simple, clear of all encumbrances whatever, by a good and sufficient warranty deed, the lots, pieces, or parcels of ground, situated in the city of Chicago, county of Cook, and state of Illinois, known and described as Lots five (5), six (6) and seven (7) in Block ten (10) of Lester's Addition to the city of Chicago, lying and being in the northwest quarter of the southeast quarter of Section twenty-six (26), Township twenty-three (23) North, Range fourteen (14) East of the Third Principal Meridian.*

And the said party of the second part hereby covenants and agrees to pay to the said party of the first part, the sum of Five Thousand (\$5,000) Dollars in the manner following, to-wit: One Thousand Dollars on the signing of this contract, One Thousand Dollars on the first day of October, 1903. One Thousand Dollars on the first day of March, 1904, One Thousand Dollars on the first day of October, 1904, and One Thousand Dollars on the first day of March, 1905, with interest at the rate of six per cent per annum, payable annually, on the whole sum remaining from time to time unpaid, and to pay all of the taxes, assessments, or impositions that may be legally levied or imposed upon said land subsequent to the year 1903. And in case of the failure of said party of the second part to make any of the payments, or any part thereof, or perform any of the covenants on his part hereby made and entered into, this contract shall, at the option of the said party of the first part, be forfeited and determined, and the party of the second part shall forfeit all payments made by him on this contract, and such payments shall be retained by the said party of the first part in full satisfaction and in liquidation of all damages by him sustained, and he shall have the right to re-enter and take possession of the premises aforesaid.

It is mutually agreed by and between the parties hereto that the time of payment shall be the essence of this contract; and that all of the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties.

IN WITHESS WHEREC	or the parties to these presents have hereunto set
their hands and seals the day a	
Sealed and delivered in the	
presence of	(Seal)
Sealed and delivered in the presence of	(Seal)

^{*}A ring thrown around a numeral indicates that the number is to be spelled out and then repeated in numerals in parentheses.

~(M1.

2; = 16-14 you) (Je) }
الم المحادث المحادث المحادث
21/2 3 (1) > 1 d : 0 \ (2)
~ il (101) (101) (101) (101)
ed = 10 10 200 1 1/4 TO9, 20 Med 1
2/6 82,5/√ 20,6/ 20,1/2 1/2)
- Colon 61 () ? Pd 1 1 7 - PUCION 61 7
100 1 - C6 - C1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
6-17/2 11/2 /2061; 71/2021, 199
16 1.3 Feb. 58 /
Je de Copé i l'a
61-7201

FINAL DECREE FOR A SPECIFIC PERFORMANCE OF AN AGREEMENT

At a Term of the Circuit Court, held in and for the County of Cook, in the State of Illinois, at the Court House in Chicago, on the 19th day of February, 1903.

Present: The Honorable Philip Stein, Judge Presiding.

This cause coming on to be heard for further directions on the report of the Master in Chancery, to whom the same stood referred, and the said report, together with the pleadings and proofs, having been read, and the counsel for the parties respectively having been heard, and the court being fully advised in the premises, and it appearing to the court that a good title can be made by the complainant to the premises comprised in the agreement between the parties to this case, mentioned in the pleadings herein, and dated the second day of March, 1901;

It is therefore ordered, adjudged, and decreed and this court does order adjudge, and decree that the said agreement, so made and entered into between the complainant and defendant, and duly proved in this case, be specifically performed.

And it is further ordered, adjudged, and decreed that the complainant execute and deliver to the defendant a proper and sufficient conveyance, in fee, of the premises described in the same agreement between the parties, and particularly described therein as follows:

The east half of the northeast quarter of the northwest quarter of Section Twenty-One (21), Township Twenty-Four (24) North, Range Thirteen (13) East of the Third Principal Meridian, containing Twenty (20) acres, to be approved by the Master in Chancery of this court, in case the parties differ about the same.

And it is further ordered, adjudged, and decreed that the defendant, upon the tender or delivery to him of such conveyance; do pay unto the plaintiff the sum of Forty-Five Hundred Dollars, the balance of the purchase money of said premises reported by the said Master in Chancery to be still due, with interest from the date of his report at the rate of five per cent.

And it is further ordered, adjudged, and decreed that the complainant have execution against the defendant for the said sum of Forty-Five Hundred Dollars, the balance of said purchase money reported by the Master to be due, with interest from the date of his report, and for the costs to be taxed according to the course and practice of the court.

Either of the parties is to be at liberty to apply to this court as occasion may require.

E- C 3---

2 / 7 / To E = 0

1)/= 12/1/200 ~ 1/0 om)

~~~ es:

#### CHARTER OF THE MUTUAL RESERVE LIFE INSURANCE COMPANY

#### Article I.

The name of the corporation shall be "Mutual Reserve Life Insurance Company."

#### Article II.

The company shall be located and its principal office shall be in the city of New York in the state of New York.

#### Article III.

The business of the company shall be insurance upon the lives or the health of persons, and all and every insurance pertaining thereto, the making of endowments, and the granting, purchasing, and disposing of annuities, such kind of insurance being authorized under Subdivision 1, of Section 70 of the Insurance Law.

#### Article IV.

- Section 1. All of the corporate powers of the company shall be exercised by the Board of Directors, and such officers and agents as the Board may elect or appoint.
- Section 2. The Board of Directors shall consist of twelve persons, the majority of whom shall be citizens and residents of the state of New York, elected as hereinafter specified and as in the by-laws provided.
- Section 3. The Directors shall continue to be divided into four classes of three each, and as the term of each class shall expire, its successors shall be elected at the annual meeting of the members, for the term of four years, three Directors to be elected each year. In case of a failure to elect Directors at any annual meeting of the members, the Directors whose regular term of office does not then expire, shall have power, acting as a board, to elect Directors, to fill the vacancies caused by such failure to elect, and in case of any vacancy occurring in the board at any time, the Board of Directors shall have power to fill such vacancy for the unexpired term, a majority of the votes of a quorum of the then existing board constituting a choice. Any retiring member shall be eligible for re-election.
- Section 4. The present by-laws of the corporation, which form part of its contracts with its members, shall continue to be the by-laws of the company, unless or until the same shall be revised or amended, in the manner therein provided.

#### Article V.

Section 1. The annual meeting of the members of the company shall be held on the fourth Wednesday in January of each year, at which meeting the election of Directors shall be held. Five days' notice of each annual meeting

37 20 376'by ty ty -- }do - 6'712 - 6 e' - 2 >7/ as/ "- 12 Lophy 7 6 26 pm 6 13/ - 250 - 2 / Les - 2 / Co 26 e / / -2/12/17:01/1/2019 6-8/G ten? 6 / 10 / Lang/ / / C. Cla / 27 10 10 6 11 /200 の人でんかくりできてんかってでいるかん 

shall be given by publication of the notice of such annual meeting for three consecutive days at least five days prior thereto, in two daily newspapers published in the city of New York. All such elections shall be by ballot, and a plurality of the votes cast shall elect. The Board of Directors shall appoint three inspectors for each annual election.

Section 2. At every annual election of directors, each member of the company in good standing shall be entitled to one vote, in person or by proxy, provided that no vote by proxy or power of attorney shall be accepted unless registered with the secretary of the company at least ten days before the election at which it is offered; and such proxy must, at the time, be a member of the company.

Section 3. The regular annual meeting of the Board of Directors shall be held after the annual meeting of members, at which the Board of Directors shall elect a President and Vice-President and such other officers as may be prescribed by the by-laws, who shall hold their respective offices for the terms therein mentioned.

Section 4. The present members of the Board of Directors, and present officers of the corporation, shall continue to be such Directors and officers until the expiration of the respective terms for which they have been elected.

#### Article VI.

Section 1. The company shall have no capital stock, but shall be a mutual company.

Section 2. The Board of Directors shall, within two months subsequent to the first day of January in each year, cause an estimate to be made of the profits and true state of affairs of the company, as near as can be done, for the preceding year, which estimate, and the individual allotment thereof, shall be conclusive upon all persons entitled to share in any distribution of surplus, which shall be paid or credited under and according to the terms of the several respective policy contracts.

Section 3. The Board of Directors shall have authority to reserve and set aside such an amount of the profit, in excess of the reserve required by law to be held and maintained, as shall, in their judgment, be for the best interest of the company.

#### Article VII.

The charter of the company shall be perpetual.

IN WITNESS WHEREOF the corporation has caused its corporate seal to be affixed hereto and the same to be attested by its President and Secretary this twenty-fifth day of February, One Thousand, Nine Hundred and Two.

(Signed by the President and Secretary.)

#### JURY INSTRUCTIONS

The Court instructs the jury\* as a matter of law that if you believe from the evidence that the plaintiff, while in the exercise of ordinary care for his personal safety, was injured as alleged in the declaration in this case, by or through the carelessness, negligence or default of the defendant, you will find for the plaintiff, even though you may believe from the evidence that the plaintiff may himself have been guilty of some negligence, even though you further believe from the evidence that the negligence of the plaintiff was slight in comparison with the negligence of the defendant, and that the negligence of the defendant in this case was gross negligence.

The Court instructs the jury as a matter of law that the defendant is bound to use reasonable diligence to keep and maintain its road, and the bridge built over it, and the cars run on its road, in such suitable and safe condition with reference to one another, that the brakemen and employes of the defendant can, with due and reasonable care for their personal safety, and in obedience to the rules of the company, perform their several duties.

The Court instructs the jury that while the plaintiff was required to use reasonable care and diligence to comply with the rules of the company, yet in determining the question of what is reasonable care and diligence, you should take into consideration all of the circumstances surrounding the plaintiff, as shown by the evidence, and if you believe from the evidence that by reason of negligence on the part of the defendant, the plaintiff was, without fault on his part, prevented from complying with one or more of the rules offered in evidence\*, then you should find for the plaintiff, notwithstanding such failure to observe such rule, if you further believe from the evidence that the plaintiff, while in the exercise of reasonable care for his personal safety, was injured by or through the carelessness or negligence of the defendant, as charged in the plaintiff's declaration.

The Court instructs the jury that if the evidence in this case shows that it was a rule of the defendant, in force prior to and at the time of the accident to the plaintiff, that "employes are directed by this rule, when in the vicinity of bridges or viaducts, to keep off from unusually high cars"; and if the evidence shows that before the accident the defendant delivered to the plaintiff a copy of such rule, and that the plaintiff promised defendant he would read and obey such rule, then, in law, it was the duty of the plaintiff to have read and obeyed such rule; and if the evidence in this case shows that the plaintiff, at the time of the injury, was upon an unusually high car, in violation of the rule of the company, and that the accident in this case resulted to the plaintiff by reason of his disregarding and disobeying such rule, then the verdict of the jury should be for the defendant.

<sup>\*</sup>Special phrase used in this class of work.



# **EXAMINATION PAPER**



### AMERICAN SHORTHAND

#### PART III

Read Carefully: In sending in your work, place your name and address prominently on each sheet of your work. Write on one side of the paper only. When shorthand notes are called for, write those notes on alternate lines, leaving plenty of room for corrections and suggestions.

- 1. Transcribe and punctuate correctly the speech on "Immortality" on Page 87.
- 2. Take from dictation, without reference to shorthand notes, letters on Pages 94, 96, and 98, and send in your notes for correction, writing on alternate lines, in order to give plenty of room for suggestions.
- 3. Also send shorthand notes of "Agreement for Warranty Deed" in shorthand, taken from dictation, found on Page 110; also "Final Decree for Specific Performance of an Agreement," on Page 112.

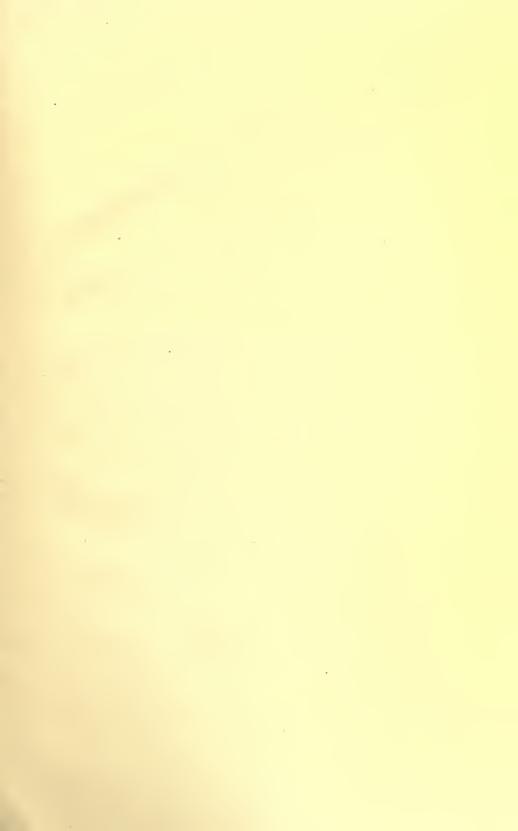
Do not compare your notes with those given in the lessons, but let it be original work on your part.

After completing the work, add and sign the following statement:
I hereby certify that the above work is entirely my own.
(Signed)

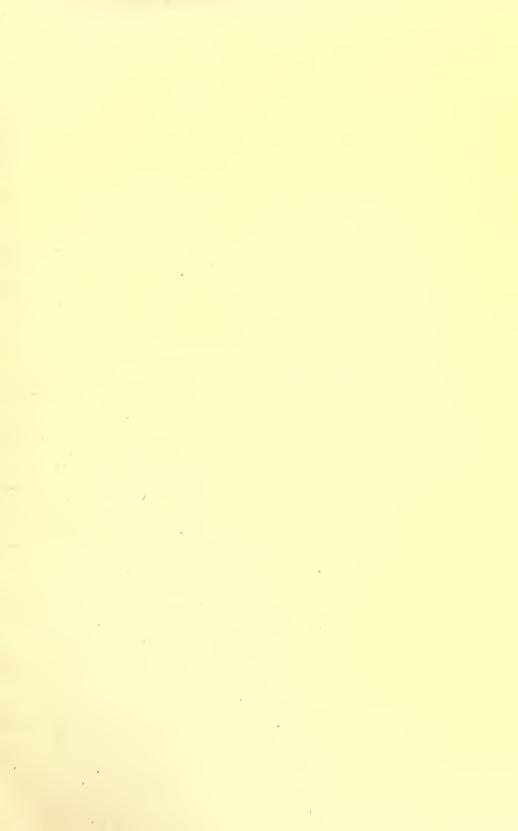








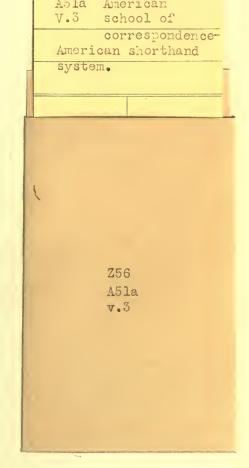




## UNIVERSITY OF CALIFORNIA LIBRARY Los Angeles

This book is DUE on the last date stamped below.

| RETO DOCK BOX               |    |  |
|-----------------------------|----|--|
| SEF 2 9 1962                |    |  |
|                             |    |  |
|                             |    |  |
|                             |    |  |
|                             |    |  |
| Form I.9-25m-9 '47 (A5618)4 | 44 |  |



A 000 564 881 1

