

# Parsons' hand-book of forms: a compendium of business and social rules and a complete work of reference and self-instruction, with illustrations. 1890

Parsons, W. F. (William Franklin), 1834-Battle Creek, Mich.: Central Manufacturing Co., 1890

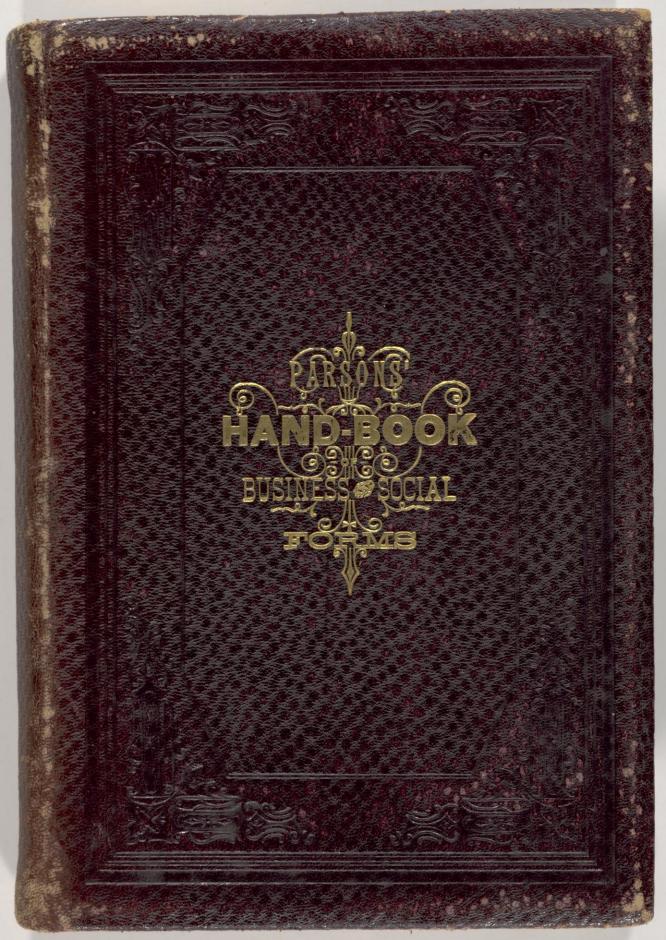
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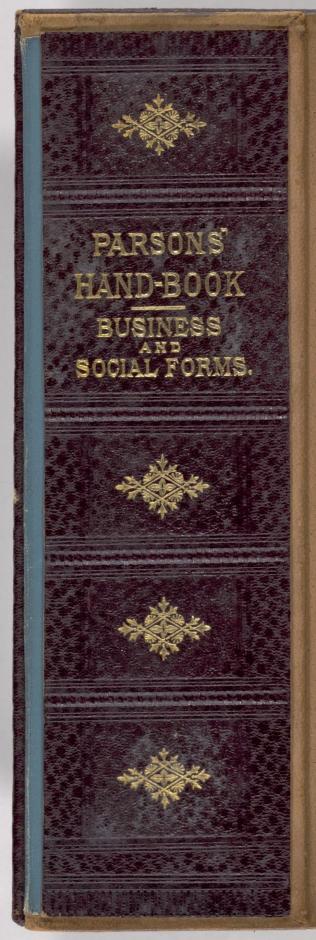
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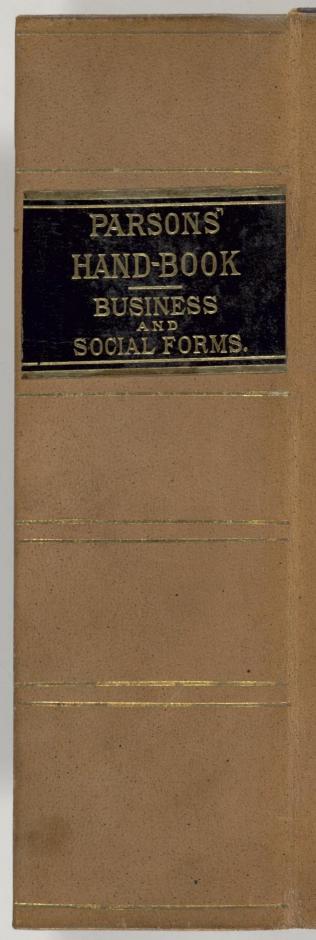
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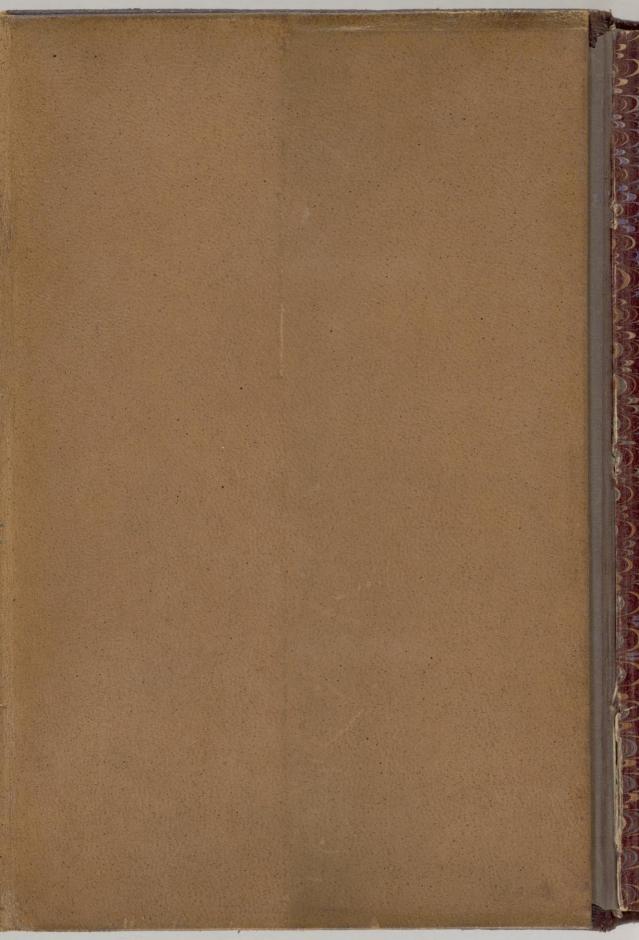
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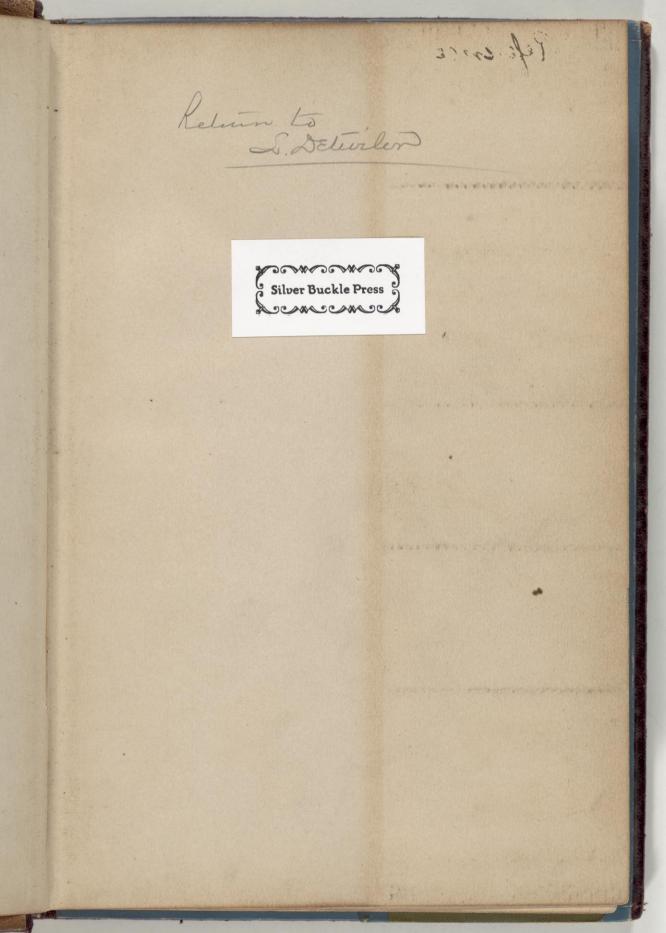


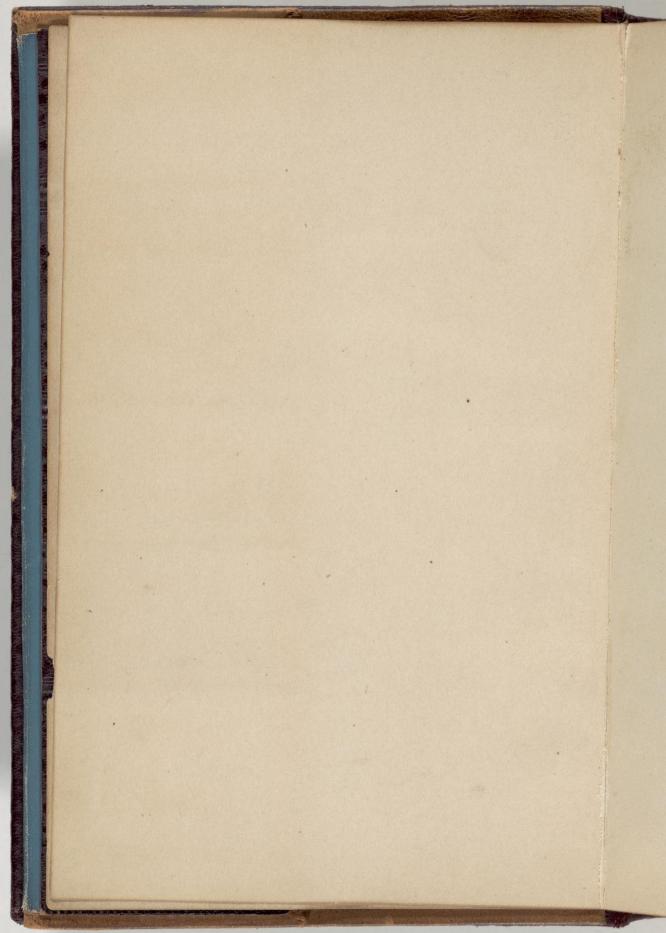


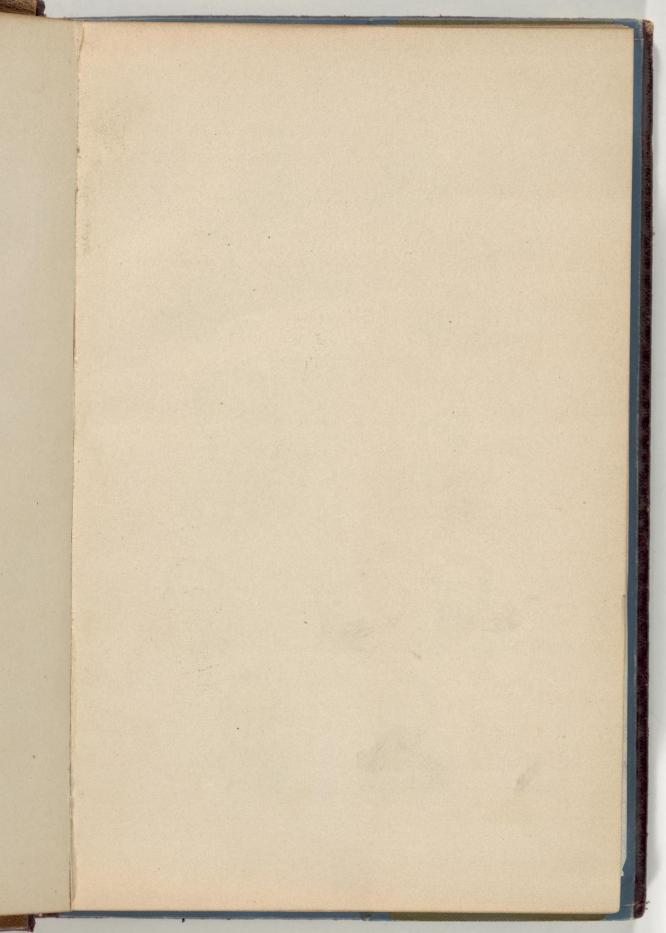


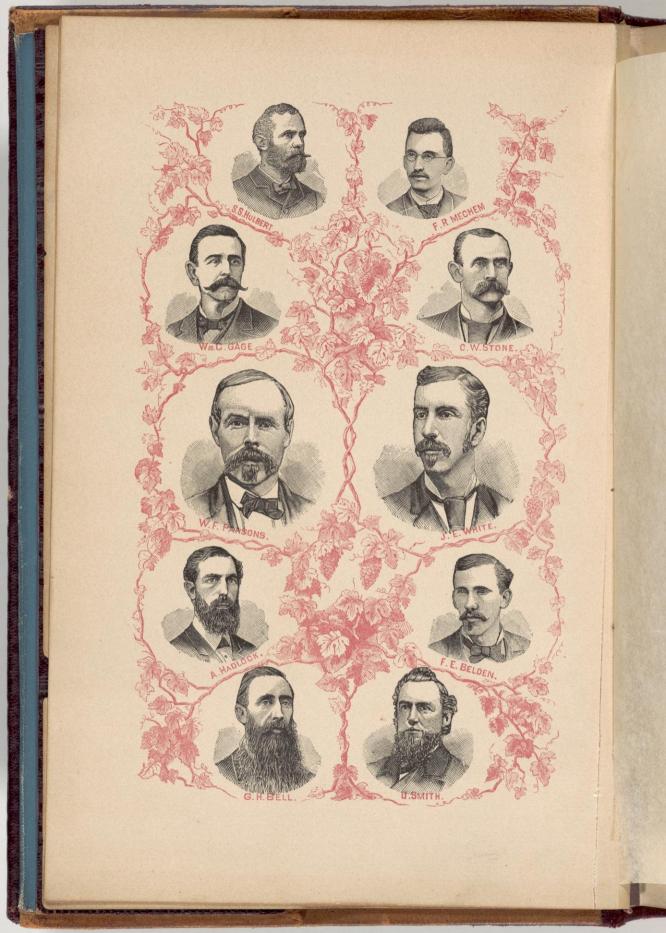












## PARSONS'

# MAND-BOOK OF FORMS:

A COMPENDIUM OF

### BUSINESS AND SOCIAL RULES.

AND A COMPLETE WORK OF

## REFERENCE SELF-INSTRUCTION,

#### WITH ILLUSTRATIONS.

#### TENTH EDITION, REVISED AND ENLARGED.

A PRACTICAL TREATISE ON PENMANSHIP, COMMERCIAL ARITHMET'C, BUSINESS FORMS, COMMERCIAL LAW, WEIGHTS AND MEASURES, GOVERNMENT, BANKING, TELEGRAPHY, LETTER WRITING, CARDS AND INVITATIONS, DEPORTMENT, PARLIAMENTARY PRACTICE; AND A SELF-TEACHING COURSE IN BOOK KEEPING, GRAMMAR, PUNCTUATION, AND CAPITAL-IZATION, TOGETHER WITH A DICTIONARY OF SYNONYMS, AND TABULAR STATISTICS ON VARIOUS TOPICS.

> Published by THE CENTRAL MANUFACTURING CO., BATTLE CREEK, MICHIGAN. 1890.

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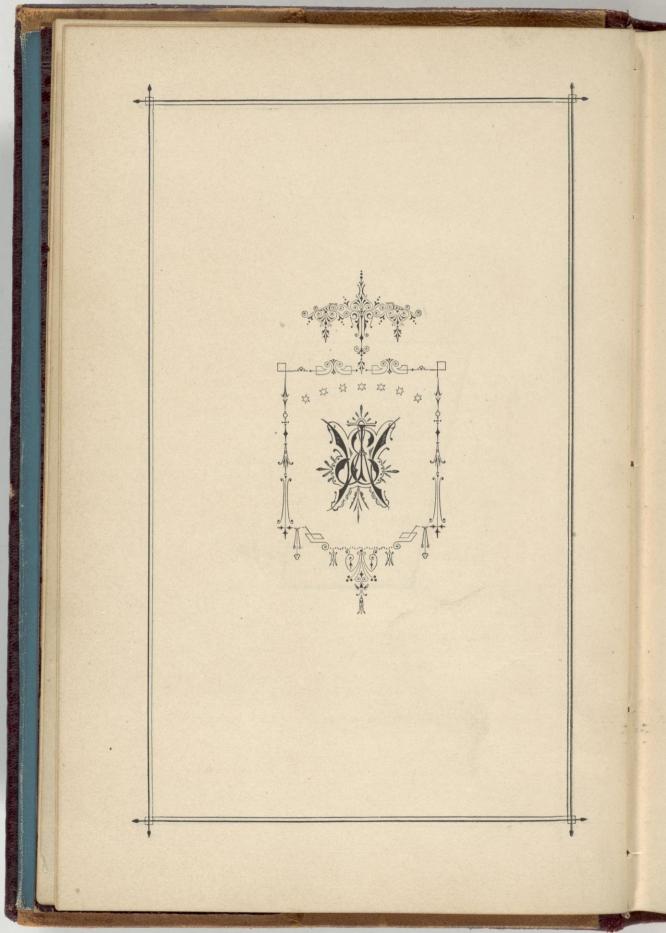
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Silver Buckle Press HF 7256430 1243 P2 18906 AUTHORS. Prof. IV. F. Parsons. F. E. Belden, Hulbert & Mechem. Prof. A. Hadloch. Irof. G. H. Bell. Prof. C. 2. Stone. Hon. 2. C. Gage. Prof. 2l. Smith. J. E. White.





ARSONS' Hand-Book of Business and Social Forms is, as its name indicates, a book to be kept at hand, for ready reference or for study, to enable the business man, the farmer, the mechanic, laborer, doctor, preacher, student, or any live person, to successfully deal with the thousand and one matters of greater or less importance which demand and must receive attention. The pub-

lisher has excluded from its pages all frivolous and unimportant matter, making use of only such as will prove of practical utility; and the book is confidently offered to the public as a work full of valuable information, unencumbered with useless material.

PREFACE.

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Its success thus far has been beyond our most sanguine expectations, and unsolicited commendations have been received from State and county Superintendents of Public Instruction, and from men of business, testifying to its great value as a hand-book for business and professional men, and as an educational work for all classes.

In the preparation of the work it has been the aim of the publisher to steadily keep in view the information constantly needed by all classes of people, so as to enable them to refer at once, instead of having to examine whole libraries, to find what is wanted. Neither pains nor expense has been spared to render the book reliable and trustworthy; and to this end the best talent in the country has been secured to prepare the different departments of the work. Most books are written by one author, while this work is the united labor of ten different persons, each excelling in his specialty. Prof. Parsons has for years conducted one of the leading Business Colleges in Michigan, located at Kalamazoo, besides being connected with the Parsons' Chain of Business Colleges, all of which use his system of Penmanship and Book-keeping introduced in this book.

The department of Commercial Arithmetic was prepared by A. Hadlock, Professor of Mathematics in the Kalamazoo College. Business Forms, Commercial Law, Banking, and Government received the personal supervision of Hulbert and Mechem, of Battle Creek, Mich., prominent attorneys at law.

#### PREFACE.

The departments of Practical Grammar, Punctuation, and Use of Capitals were prepared by Prof. G. H. Bell, author of "Natural Method in English," and for years Professor of English Literature in Battle Creek College. The chapter on Letter Writing was furnished by Prof. C. W. Stone, late principal of the Battle Creek Business College; while Good Behaviour, and Cards and Invitations were prepared by Hon. W. C. Gage, ex-Mayor of the City of Battle Creek, and for years connected with the eastern metropolitan press.

Parliamentary Practice was prepared by Prof. U. Smith, author of Smith's "Diagram of Parliamentary Rules," and member of the faculty of Battle Creek College. Language of Flowers was written by F. E. Belden, of Boulder, Colorado.

There are thirty heads, or subjects, all of which are treated at great length. Unlike many works of its class, which are superficial, skimming over the surface only, and are at best but little more than commentaries on the subjects they profess to treat, this work is thorough in all its departments, going into details and explaining principles as thoroughly and efficiently as they are brought out in standard works. Penmanship, the first department, covers 53 large octavo, closely printed pages; Book-keeping and Commercial Arithmetic, 60 pages; English Practical Grammar, a very valuable treatise, covers 82 pages; Letter Writing, 58 pages; Commercial Law, 82 pages; Good Behaviour at Home and Abroad, 48 pages; other departments are full and complete, making one of the most useful and practical works before the people.

The work has been revised with great care, and corrected up to date, so that we are able to present to the people a work unsurpassed for conciseness and accuracy, and one which in all the methods and facts it advocates and teaches is equaled by few, and excelled by none.

Lastly, the artistic manner in which the workman hip of this book is done, and the excellent and beautiful binding in which it appears, will commend it to all who have an eye for utility and beauty combined. We send it forth, trusting that many will be saved from perplexity by its possession, while more will be made wise by a careful study of its pages.



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 Longfellow

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Independence Hall, 1876, 1776	University of Michigan
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xvi

PENMANSHIP.

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Y well-directed and perserving effort, even without the aid of a teacher, a good degree of proficiency may be attained in the art of penmanship. The acquirement of a good, clear, legible style of writing may be properly called the corner-stone of a correct business education, and may well claim the at-

9

tention of every young man or young woman. Good penmen are always in demand, and good positions are often secured by those whose greatest recommendation is their accomplishment in this art. It has often proved a steppingstone to success.

In the following treatise we have introduced, first, the standard alphabet, as taught by the best writers of the present day. Each letter is fully analyzed, and principles laid down, which, if followed, will be the best guide to a correct formation of letters.

Following this, several alphabets of capitals are introduced, all more or less modifications of the first.

PENMANSHIP 21 Incorrect Correct

#### Holding the Pen.

Your pen will not get away from you, so don't pinch it; for this is destructive of all freedom of movement. It should be held at about the angle represented in the above illustration, so that the points will not catch in the paper while writing. Do not rest the hand on its side, but on the nails of the third and fourth fingers, with the back ot the hand as nearly horizontal as possible. Rest the holder against the end of the thumb, with the forefinger on the holder. Allow the holder to cross the second finger at the root of the nail. Let both points of the pen press evenly on the paper.

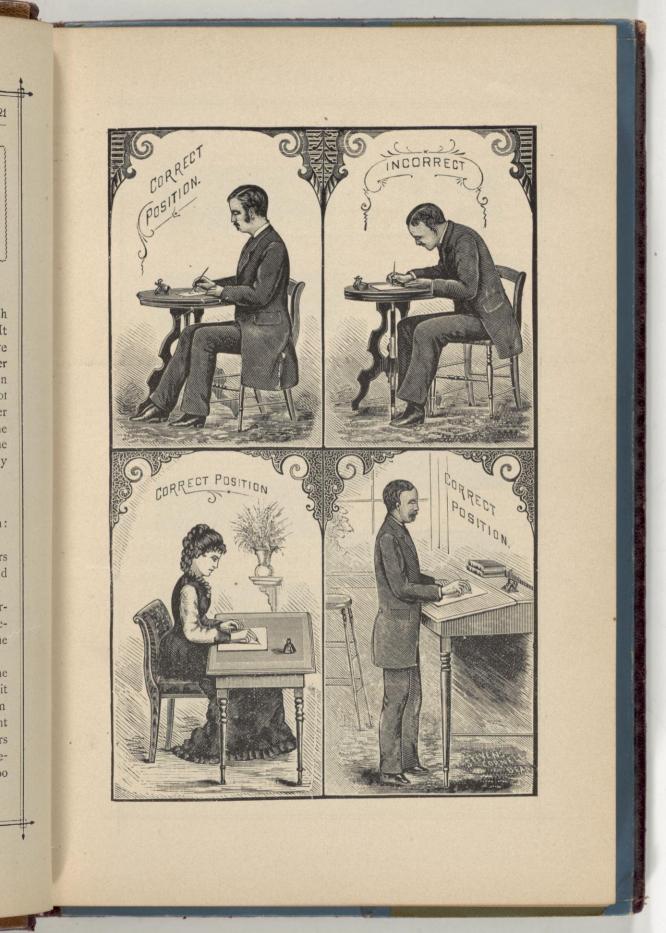
#### Movements.

Three movements in writing are recognized by penmen: the *Finger*, the *Whole-Arm*, and the *Muscular*.

The Finger Movement is a movement of the fingers only. If used alone, it always gives a cramped hand, and prevents an even, easy style of writing.

The Whole-Arm Movement is used principally in flourishing and in making whole-arm capitals. In this movement the arm is carried free from the desk, the tips of the third and fourth fingers moving lightly over the paper.

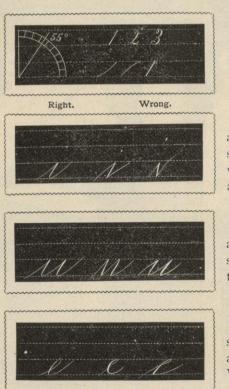
The Muscular or Combined Movement. This is the only correct movement to employ in ordinary writing. Sit at the desk as recommended in *Position*. Let the arm and fingers move together as one. The finger movement may come in to advantage in forming loops and letters running far above and below the line. This finger movement will come spontaneously. Guard against using it too much.



HE alphabet given below is arranged in the order of the principles commencing the letter. The pupil will find it greatly to his advantage to practice on the letters as they are classified, rather than take them in alphabetical order.

PENMANSHIP.

The ruled lines on writing books or paper are three spaces apart, divided into three equal parts. The m occupies one space; the d, two spaces; the l, three spaces.



The first principle is the right curve; the second, the left curve; third, the straight mark on the slant of 55°, one space high.

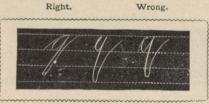
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Formed with the first and third principles. One space in height, and two in width. Dotted one space above the letter.

Formed from the first and third principles. One space in height. Width, three spaces.

Formed with first and second principles. Loop at one-third the height. Width, two spaces.

#### PENMANSHIP.













Formed with the second, first, and third principles. One space and a half below the ruled line. Width, three spaces. Oval, same slant as a.

Formed with the first, third, and second principles. Width, three spaces. Looped one space above the ruled line. Height, three spaces.

Formed with the first, third, and second principles. Width, three spaces, Looped the same as h. Height, same as h. Last part, one and one-fourth spaces high.

Formed with first and third principles. Width, two spaces. In height, the same as *k*. Looped one space above ruled line.

Formed with first and third principles. Width, two spaces. Height, three spaces. Looped same as *l*.

Formed with the first, third, and second principles. Width, two spaces. Extends two spaces below the ruled line. Looped on the ruled line. Dotted the same as *i*.

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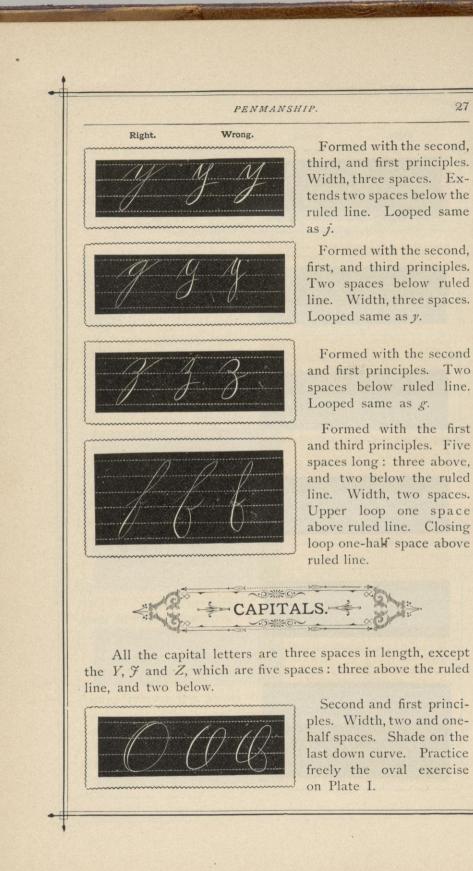
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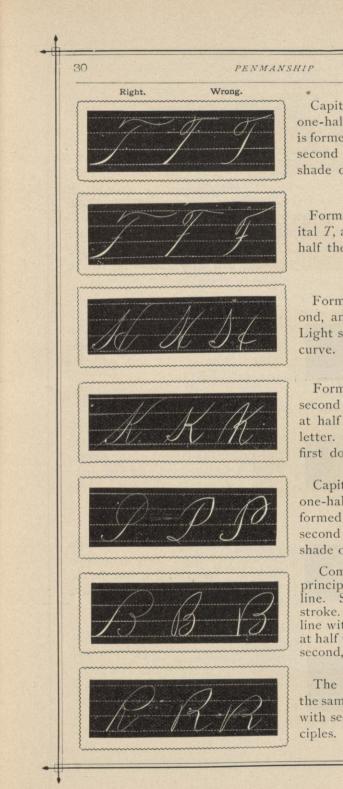
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Capital stem two and one-half spaces high. Top is formed from the first and second principles. Light shade on capital stem.

Formed the same as capital *T*, and crossed at onehalf the height.

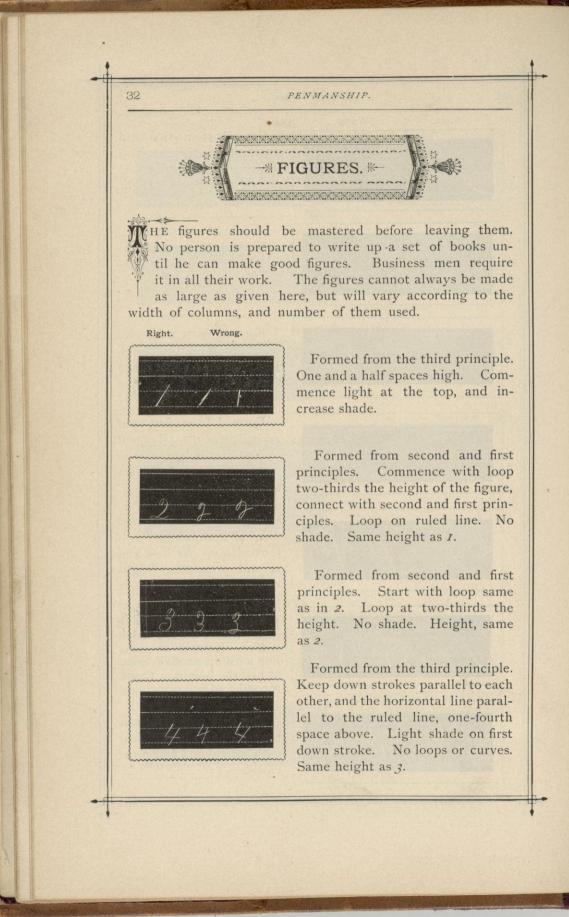
Formed from first, second, and third principles. Light shade on first down curve.

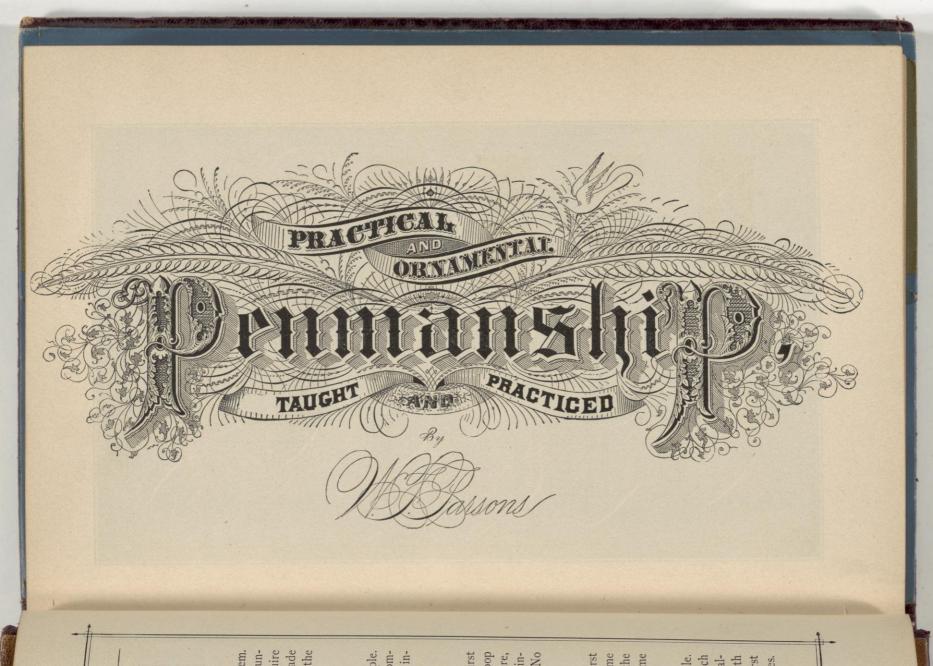
Formed from first and second principles. Looped at half the height of the letter. Light shade on first down curve.

Capital stem two and one-half spaces high. Top formed from the first and second principles. Light shade on the stem.

Commence with third principle two spaces above line. Shade on the down stroke. Retrace on same line with up stroke. Loop at half the height. Third, second, and first principles.

The first part is formed the same as B; but finished with second and first principles.

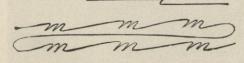


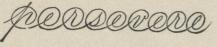


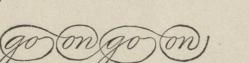


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### Exercises in Mhole Arm Movement.









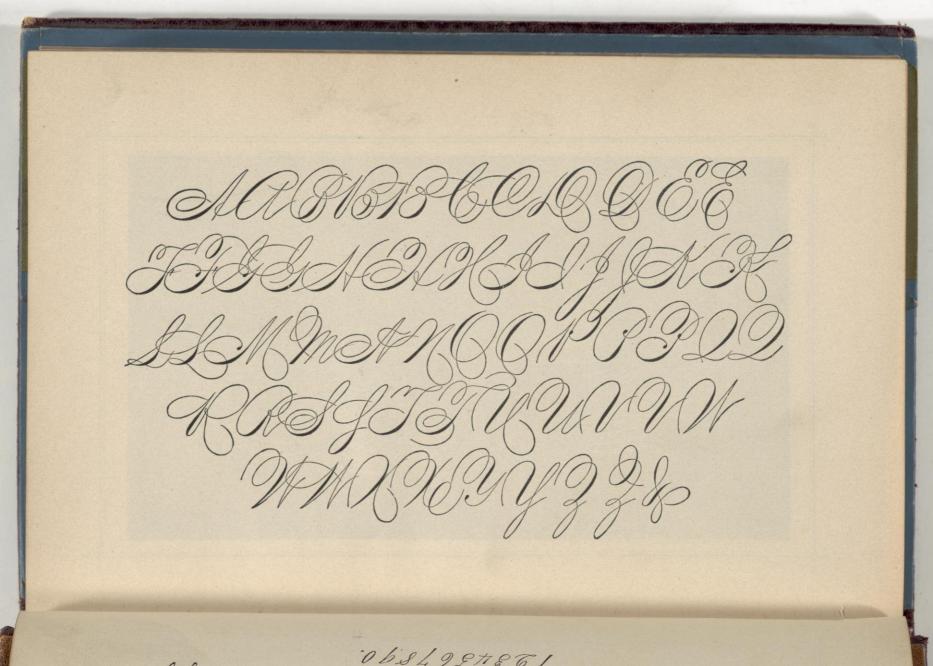


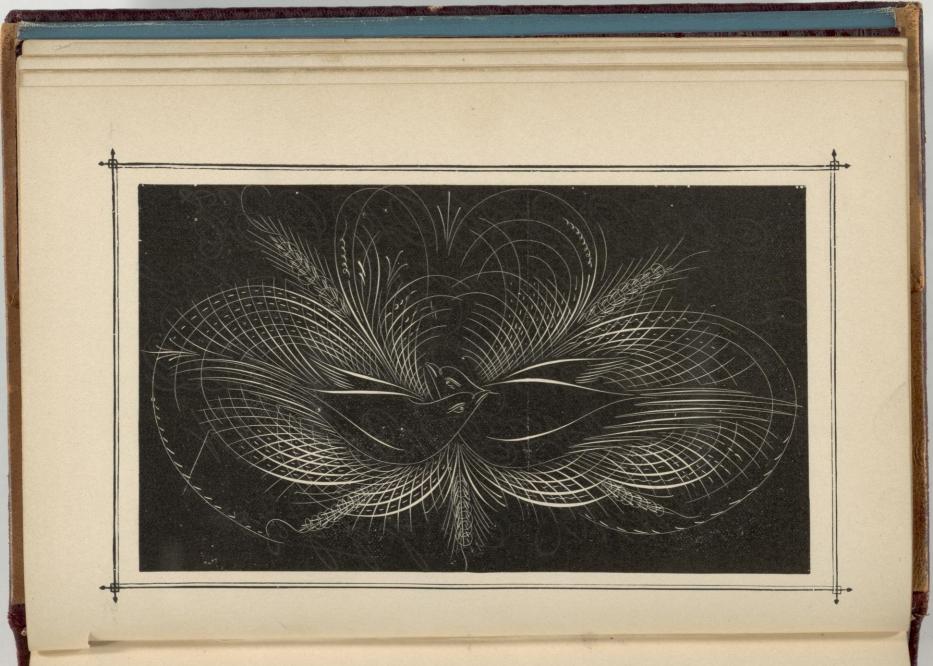


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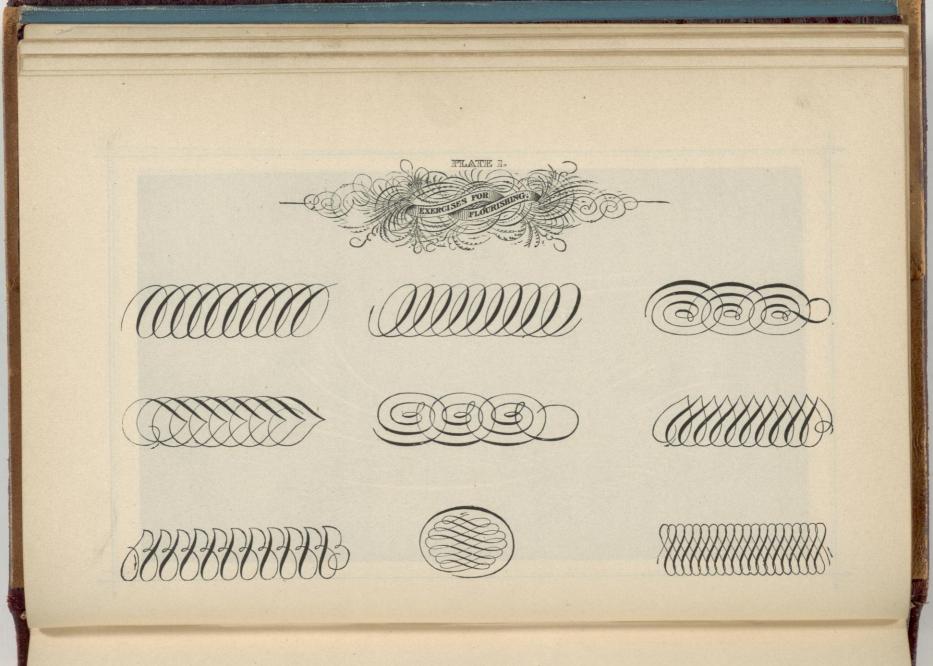
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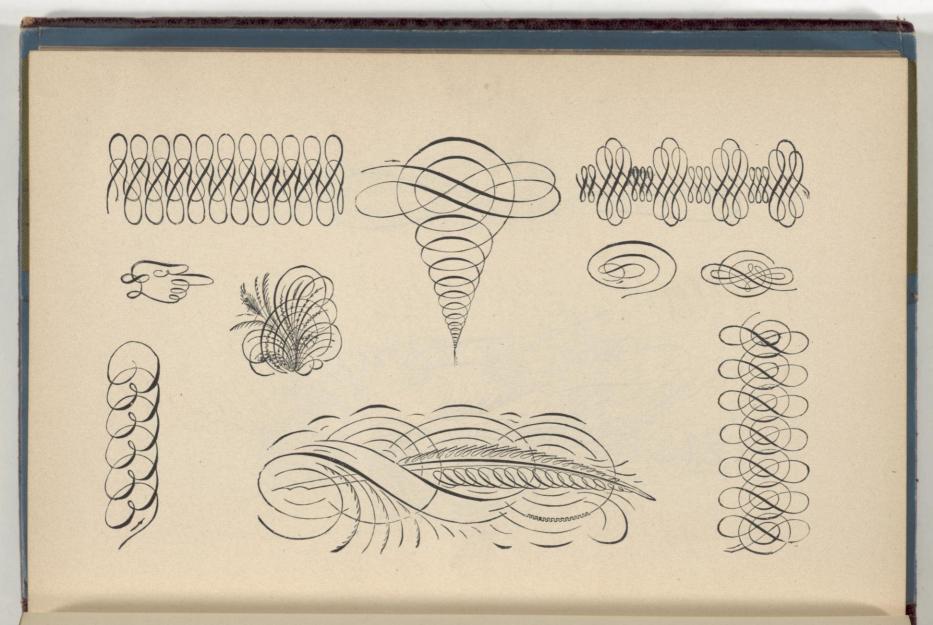
Spencerian Capitals! ABCQEFBAJKSM AOPQRSTUVVXYZ abcdefghijklmmopgrstuvvyz 1234567890.





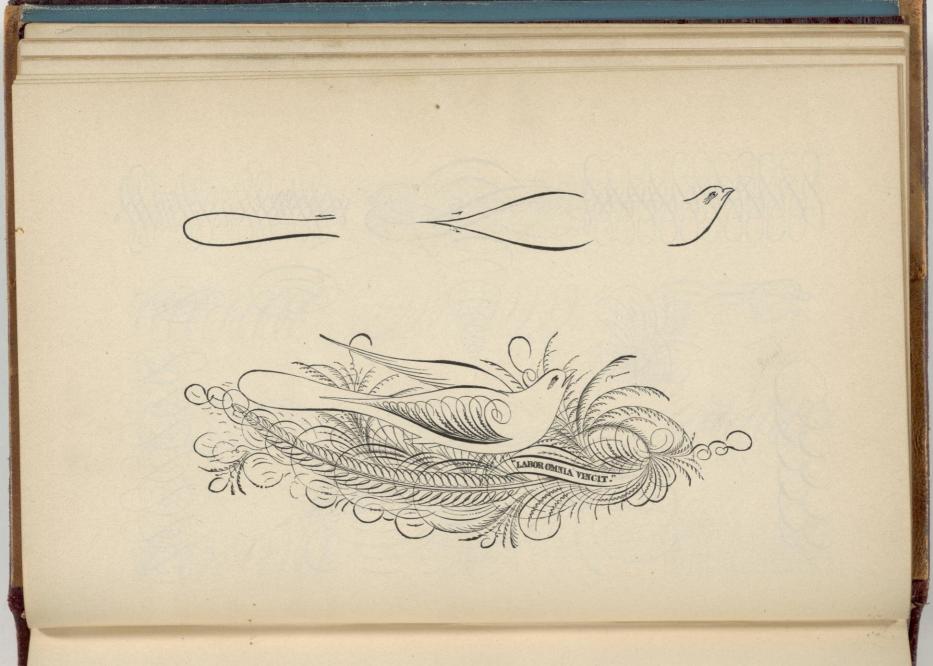


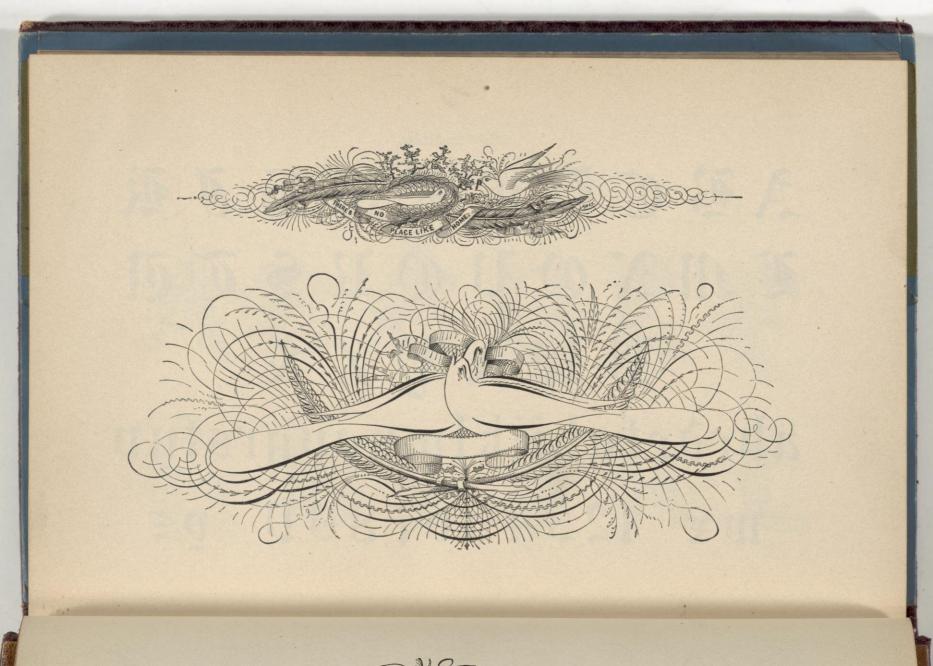






ALLALALALA





Old English.

## ABCACTGAJA HN OP PORSTA मे मा र मे र र abedefghijklmnopgrstuv wx 1234567890 vz



Marking Alphabet.

## **OBCDEECHIJEPWN** OPQRSTUNWXYX& abedefghijklmnopqrst uvwxyx.

# PENMANSHIP.



IRST of all, qualify yourself thoroughly, and you will have but little trouble in devising a plan to impart your knowledge to others.

#### How to Start a Class.

Never undertake to start a class in a place until you are certain there is a sufficient number interested to make your school a success. Advertise thoroughly in the papers, if there are any in the vicinity, and give out specimens of your work. Give a free school, inviting the parents to come and see your method of conducting a class. Give a short exercise on each lesson, that they

may see your plan of teaching. If you show that you understand your business, you will have the whole neighborhood at work for you.

Secure a sufficient number of responsible names to pay you for opening a class. If they will not obligate themselves at the start, you cannot place much dependence upon their promises. Charge enough to make it pay you well. If your tuition is low, people will say at once, "If he is qualified to teach a class as it should be taught, he cannot afford to teach for so low a price."

#### Successful Teaching.

On opening your school, explain, in as few words as possible, the principles and curves from which the letters are formed. Show the faults that are liable to occur. Urge the class to keep an easy position at the desk or table, and demonstrate the importance of holding the pen so free as to avoid cramping the hand.

Discard long speeches. Pupils pay their money to learn to write, and do not care to listen to long lectures. Show every one the importance of practice outside of the classes. Give them a word, sentence, or page to practice upon,

#### PENMANSHIP.

be made much sooner by the pupil. If any have acquired a good style of writing it would not be advisable for them to change, even if the system differs from the one you are teaching; but have them improve upon the formation of any letters in which they may be deficient. There are many who write well with the left hand, also many who write a good back hand; in either case we do not recommend a change unless the learner desires it.

#### Blackboard Work.

We advise a free use of the blackboard, so that all may get, at the same time, the benefit of the explanations given. Allow opportunity for any to ask questions, and occasionally ask a pupil to write the copy on the board, requesting the class to criticise it. By doing this, all will work with more interest, and be better prepared for the next lesson. Give an analysis of each letter with the correct slant, spacing, and height. Keep up an interest, and do not allow your pupils to become discouraged or tired. If a teacher is slow, and shows no life in his work, his pupils are sure to follow his example.

#### Lesson 1.

Call the class to order and explain the rules of the school. Have a fair understanding with your scholars on commencing. Give instructions for sitting at the desk and holding the pen. Pass your signature book around, and have each write the following :--

"This is a specimen of my handwriting before taking lessons of \_\_\_\_\_." The name should then be signed by the person as he has been accustomed to

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write it, and space left in which to sign again at the close of the school. While the scholars are signing, engage the class in practice on the fore arm movement, taking as an exercise the i and n, connecting two or more of them. Then the e and r. Drill upon this copy for the remainder of the lesson, and have the class practice the copies at home and bring in a sample of their work for correction. Insist upon this.

#### Lesson 2.

Examine the work handed in by the class, and represent the faults on the board. Review the first lesson for ten minutes, then take the copy given here

and practice at least ten minutes on each letter, explaining the correct form of the letters at the board, and also the faults that are hable to occur. Urge the necessity of using the fore-arm movement.

PENMANSHIP.

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tice for the remainder of the lesson, allowing equal time to each letter. Explain them at the board, and show the faults to which they are liable. There are two styles of k given here. Adopt the one the pupil can make the best.

#### Lesson 7.

Explain the faults of the work handed in, and review lesson 6 for ten minutes. Practice on the copy given here for the remainder of the lesson.



Show the difference between the length of the letters. The  $\not >$  should be two and one-fourth spaces above the line.

#### Lesson 8.

Make corrections on the work handed in by the class, and explain faults at the board. Review the last lesson ten minutes. Practice on r, z, and f,



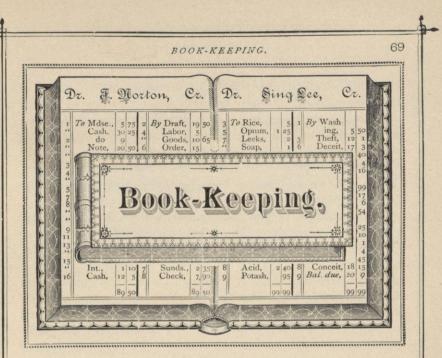
as given in the copy. Loop the y and z on the ruled line. Join the upper loop of the f one space above, and the lower loop at one-half space above the line.

#### Lesson 9.

Correct the work of the scholars, and give a general review of all the lessons, combining the letters into words. Give the entire time to this exercise. Have two or three pupils write words upon the board for the class to criticise.

On the following page is the order in which the capital letters may be used, showing their combination with the small letters. Before taking these copies, practice for twenty minutes on the oval exercise on Plate 1, employing the fore-arm movement. Give at least five minutes to the oval exercise before each lesson. Avoid using the whole arm.

PENMANSHIP 66 Lesson 10. Practice oval exercise for fifteen minutes, after which, allow fifteen minutes for practice on the first copy, then fifteen minutes to each of the other copies. The E will need special attention, as it is the most difficult letter to form. Lesson II. Examine the work handed in by scholars, and make corrections. Review lesson 8 for fifteen minutes. Practice on capitals A and D, allowing ten minmend Demandin utes to each, and then give attention to the words in full, for the same length of time. Explain faults on the board, and question the class on the formation of the letters. Lesson 12. Review samples handed in by the class and explain faults. Practice on the first part of the W for ten minutes, then form the letter. After this, comashington Inestion bine the whole word and practice for fifteen minutes, then practice on the Q for ten minutes, after which combine with the other letters. Then practice upon the K as given on page of capitals. Question the class and explain at the board. Lesson 13. Examine samples handed in, and explain faults. Review capital letters for fifteen minutes. Practice on V for ten minutes. This will aid in making Aneven Vermont your the first part of U and Y. Then practice on U, Y, and Z, each ten minutes; after which give five minutes to each word. Lesson 14. Review the work handed in by pupils, and explain the faults. Practice



T seems hardly necessary to explain the importance of learning how to keep a record of business transactions. The public, generally, are each day becoming more convinced of the necessity of making book-keeping a prominent branch of study. The education of a young man or woman is not considered complete without having some knowledge of accounts; and many are not satisfied until they have thoroughly mastered the science at some good Business College where it is made a special study.

The farmer and mechanic have found, by dear experience, that it pays to keep a correct record of all their business transactions, instead of trusting the merchant with whom they are dealing to keep their accounts for them. What the public

want is a plain, simple style of book-keeping, that will require the least amount of labor, and yet explain in full their transactions with others. The writer's experience of over twenty years, as a teacher of book-keeping in business colleges (be-

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#### BOOK-KEEPING.

sides his practical experience in correcting the accounts of those unqualified, who may be found engaged in every branch of business) has given him a thorough knowledge of the wants of the public, as well as the ability to prepare for them a simple and concise method of keeping a record of their accounts.

**Book-Keeping** is the recording of business transactions. There are two systems of book-keeping—Single Entry and Double Entry.

An Account is the title under which the debits and credits are arranged. The left-hand side of an account is the Debit, or Debtor, side, and the right-hand side the Credit, or Creditor, side. When an account is debited, it signifies that the person or thing represented thereby, owes you; and when credited, it signifies that you owe the person or thing so represented. When a party becomes pecuniarily indebted to another, the party who owes is a debtor, and the party to whom the money is due is a creditor. A *Personal Account* is an account with a person. *Resource* is any value belonging to a person or firm. *Liability* is any indebtedness. *Solvency* is the ability to pay all debts. *Insolvency* is the inability.

#### Single Entry Book-Keeping.

Single Entry Book-Keeping is the recording of business transactions with persons only. The books used in Single Entry are the *Day Book* and the *Ledger*. As soon as we introduce books for Cash, Sales, Invoices, Bills Receivable, Bills Payable, or Expense, we have the elements of Double Entry, yet these are sometimes used in Single Entry.

A Single Entry Day Book is the book of original entry with persons, and should contain a complete history of all transactions.

A Single Entry Ledger is a book of accounts with persons only.

A Stock Set of Books is one in which the transactions of a business conducted by one person are recorded. *Stock* is a term used in place of the proprietor's name.

#### Rules for Opening a Stock Set.

Credit the Proprietor for the resources invested.

Debit the Proprietor for the liabilities assumed.

Liabilities on Personal Accounts.—If there be Liabilities on Personal Accounts, credit each person for the amount due him.

**Personal Accounts as Resources.**—If Personal Accounts are invested as a part of the resources, debit each person for the amount he owes.

Liabilities on Notes or Acceptances.—If the Liabilities be on notes or acceptances, make no credit entry with the persons, but enter the notes in the Bills Payable Book.

#### BOOK-KEEPING.

**Cash Entries.**—Cash invested in the business, and all cash and checks received, should be entered on the debit side of the Cash Book, and all cash paid out on the credit side.

**Balance on Hand.**—The difference between the debit and credit side of the Cash Book should equal the balance on hand, as shown by actual count of money on hand. There can never be an excess on the credit side of the Cash Book without error, as we can never pay more than is secured. The Cash Book is closed by entering on the credit side in red ink the excess of the greater, with the remark, *Balance on Hand*. Single rule both debit and credit columns directly opposite, foot the columns and double rule, then bring the red ink entry below in black ink, as a balance on hand with which to start the next day.

The Sales Book contains a record of all the sales of merchandise, and may be used as a principal book from which to post personal accounts to the Ledger, instead of entering the same transactions in the Day Book.

An Invoice Book should contain a record of all merchandise received, which is usually done by posting all the invoices in a blank invoice book and indexing them for reference. The transactions on account may be posted directly from this book to the Ledger the same as the transactions are in the Sales Book. Some, however, prefer to enter them in the Day Book before posting.

The Sales Book, Invoice Book, Bill Books, and Cash Book are the same in double as in single entry.

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	BBREVIATION	IS.*~
C. A4 82 C		Grande Deres
% or Acct.—Account. @-At. Agt.—Agent. Amt.—Amount. Ans.—Answer. Apr.—April. Aug.—August. Bal.—Balance. Bbl.—Barrel. B. B.—Bill Book. B. P.—Bills Payable. B. R.—Bills Receivable. Bo't.—Bought. Bush.—Bushel. $\varphi$ or $ct.$ —Cent. C. B.—Cash Book. V—Check Mark. Co.—Company. Cr.—Credutor. Cwt.—Hundred Weight.	Dec. — December. Df1. — Draft. Doz. — Doz. Do. or Ditto. — The same. Dr. — Debtor. Fav. — Favor. Feb. — February. F. or Fol. — Folio. Gal. — Gallon. Hhd. — Hogshead. Hund — Hundred. I. or Inv. — Invoice. I. B. — Invoice Book. Ins. — Insurance. Inst. — (Instant) This Mo. Int. — Interest. Invt. — Inventory. Jan. — January. Los. — Pounds. Mar. — March.	Mem Memorandum. Mo Month. No Number. Nov November. Oct October. % Per cent. P. or p Page. Pd Paid. Per. or pr By the. Pr Pair. Recd Received. K. R Railroad. S. B Sales Book. Sept September. Shipt Shipment. Sunds Sundres. Ull (Utimo) Last Mo. Viz To wrt; Namely. Vs (Versus) Against. Y. or Yr Year.
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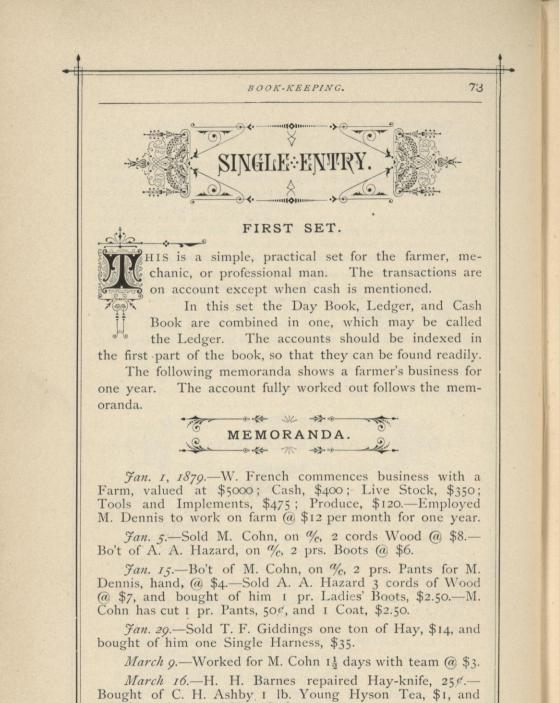
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rsonal vested notes in the



sold him 11 tons of Hay @ \$14.

March 26.—Sold T. F. Giddings 25 bundles Rye Straw @ 6¢, and he has repaired my Harness, \$4.

May 1.—Paid T. F. Giddings, Cash in full of %. Rule

To Balance       6782       58         Gradh       Dz.       Cz.         Cush       Dz.       Cz.         1879.       Jan.       I       To Amt. on hand       400       23         May       I       By T. F. Giddings in full of Acct.       400       23       50         " 31       Taxes       50       10       10       10         June       I       To McKean in full of Acct.       1       75       10         June       I       To Cornfield       225       60       13         " 31       " Taxes       60       13       10         June       I       To McKean in full of Acct.       1       75       10         June       I       To Cornfield       225       10       13       13         Dec.       3 By M. Dennis       13       15       3       15       3         " Balance       " 565       0       565       0	76		SINGLE ENTRY				10
Jan.       I       By Farm			W. French	D	z.	C	er.
Cash $Dr.$ $Cr.$ Jan.       I       To Amt. on hand $4\infty$ $23$ 5         Jan.       I       By T. F. Giddings in full of Acct. $23$ 5         " 31       " Taxes $50$ 10         June       I       To McKean in full of Acct.       I $75$ Dec.       3       By M. Dennis       I0       I0         " 17       To Cornfield       225       10         " 25       " " "       60       13         Dec.       31       " Marketing 380 Bush. Corn @ 4c       15       2         " Balance       565       0	Jan. " "	66 66 66	<ul> <li>" Cash</li> <li>" Live Stock</li> <li>" Tools</li> <li>" Produce</li> <li>" Gain</li> </ul>		58	400 350 475 120	5
1879.       Jan.       I       To Amt. on hand       400         May       I       By T. F. Giddings in full of Acct.       23       5         "       31       " Taxes       50       23       5         "       " T. F. Giddings.       10       10       10         June       I       To McKean in full of Acct.       I       75       10         Dec.       3       By M. Dennis.       10       225       10         "       17       To Cornfield       225       10         Nov.       22       By M. Dennis       60       13         Dec.       31       " Marketing 380 Bush. Corn @ 4c       15       2         " Balance       565       0d       15       10							-
Jan.       I       To Amt. on hand       400       23       5         May       I       By T. F. Giddings in full of Acct.       23       5         "31       "Taxes       50       10       23       5         "       31       "Taxes       50       10       10       10         June       I       To McKean in full of Acct.       I       75       10       11       10       10       10       10       10       10       10       11       10       11       10       11       10       11       10       11       10       11       10       11       11       11       11       11       11			- C-l-	6782	58	6782	5
"       31       " Taxes	1879.		Cash				
""       ""       T. F. Giddings		1		Ð			
June       I       To McKean in full of Acct.       I       75         Dec.       3       By M. Dennis.       Io         "       I7       To Cornfield       225         "       25       "       60         Nov.       22       By M. Dennis       60         Dec.       31       " Marketing 380 Bush. Corn @ 4c       15         "       Balance       565       02	Jan.		To Amt. on hand	Ð		C	
Dec.       3       By M. Dennis       10         "       17       To Cornfield       225         "       25       "       "         25       "       "       60         Nov.       22       By M. Dennis       60         Dec.       31       " Marketing 380 Bush. Corn @ 4c       15         "       Balance       565       02	Jan. May	I	To Amt. on hand By T. F. Giddings in full of Acct	Ð		23	22.
"       17       To Cornfield       225         "       25       "       "         Nov.       22       By M. Dennis       60         Dec.       31       " Marketing 380 Bush. Corn @ 4c       15       22         "Balance       565       02	Jan. May "	1 31	To Amt. on hand By T. F. Giddings in full of Acct " Taxes	Ð		23 50	22.
"       25       "       "       60         Nov.       22       By M. Dennis       60       13         Dec.       31       "       Marketing 380 Bush. Corn @ 4c       15       2         ""       Balance       565       0/	Jan. May "	1 31 ~~	To Amt. on hand By T. F. Giddings in full of Acct " Taxes " T. F. Giddings	D 400	τ.	23 50 10	22.
Nov.         22         By M. Dennis         13           Dec.         31         "Marketing 380 Bush. Corn @ 4c         15         24           # Balance         565         02	Jan. May " June Dec.	1 31  1	To Amt. on hand By T. F. Giddings in full of Acct " Taxes " T. F. Giddings To McKean in full of Acct By M. Dennis	D 400	τ.	23 50 10	22.
Dec.         31         " Marketing 380 Bush. Corn @ 4c         15         2           "Balance         565         0/2	Jan. May " June Dec. "	I 31  I 3 17	To Amt. on hand By T. F. Giddings in full of Acct " Taxes To McKean in full of Acct By M. Dennis To Cornfield	D 400 1 225	τ.	23 50 10	22.
" Balance	Jan. May " Uune Dec. "	I 31  I 3 17 25	To Amt. on hand By T. F. Giddings in full of Acct " Taxes To McKean in full of Acct By M. Dennis To Cornfield	D 400 1 225	τ.	23 50 10	22.
686 75 686 7	Jan. May " June Dec. " t	I 31  I 3 17 25 22	To Amt. on hand By T. F. Giddings in full of Acct " Taxes " T. F. Giddings To McKean in full of Acct By M. Dennis To Cornfield " " By M. Dennis	D 400 1 225 60	τ.	23 50 10 10	5
	Jan. May " June Dec. " t	I 31  I 3 17 25 22	To Amt. on hand By T. F. Giddings in full of Acct " Taxes " T. F. Giddings To McKean in full of Acct By M. Dennis " " By M. Dennis " Marketing 380 Bush. Corn @ 4c	D 400 1 225 60	τ.	23 50 10 13 15	5

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Cash called ked in eadily. ess for mem-

vith a \$350; bloyed year. \$8.—

for M. Wood D.—M.

4, and @ \$3.

25¢.—

Straw Rule

		BOOK·KEEPING·			in the second	77
		M. Cohn	I	)r.	e	r.
1879.						
Jan.	5	To 2 Cords Wood	16			
""	15	By 2 prs. Pants @ 4.00			8	
"		" Cutting Coat and Pants			3	
March	9	To 11/2 Days' Work	4	50		
May	4	" 4 Bush. Potatoes and 5 th Butter	2	60		
Sept.	20	" I Bush. Potatoes, 6 fb But., 16 fb Cheese,	3	71		
**		By I pr. Pants			8	
Nov.	2	To 36 th Pork @ 86	2	88		
**	19	By Making Pants for Dennis			3	
Dec.	7	To 6 yds. Cloth @ 1.25, 14 th Lard @ 16c,	9	74		
**	18	By Cutting 2 prs. Pants and Vest			I	50
		" Balance			15	93
			39	43	39	43
		M. Dennis	I	)z.	e	lz.
1879.						
Jan.	15	To 2 pr. Pants	8			
June	21	" Order on C. H. Ashby	25			
Nov.	19	" Making Pants	3			
"	22	" Cash on Acct	13			
CARLES AND AND AND	3	** ** ** **	ю			
Dec.	17	" 21/2 yds. Cassimere, Bo't of Ashby	6	25		
Dec.		By 12 mo.'s Labor			144	
	31		3			
"	31 2	To 3 yds. Cloth @ 1.00				
••		To 3 yds. Cloth @ 1.00	75	75		
••				75	144	

77 79 BOOK-KEEPING. C. A. Ashby Dr. Cr. Cz. 1879. March 16 By I the Tea τ 66 " To 11/2 Ton Hay @ 14.00\_\_\_\_\_ 21 64 May " 4 1b Clover Seed @ 16c -----4 6 .. " 3 yds. Cassimere @ 2.00 -----15 .. " Sundries..... 4 75 66 .. " 15 lbs. Butter @ 200; Eggs 1.34-----.. 4 34 8 " 18 bush. Oats @ 500 ------21 9 June .. .. By Order for M. Dennis 25 To I Ton Hay..... 12 Aug. 3 .. By 15 lbs. Nails @ 6c-----90 24 50 66 " To 4 bush. Apples @ 500 -----2 15 93 28 " 12 bush. Corn @ 75c-----9 Sept. " I Umbrella 2.00; Sundries 2.75-----4 75 Nov. 24 . 39 43 66 " 20 bush. Corn @ 50c-----66 IO 6 Dec. 18 By 21/2 yds. Cassimere @ 2.50-----25 46 To 2 Cords Wood @ 2.00 ..... 66 4 22 05 By Balance Cr. 71 34 71 34 J. Mc Keans Dr. Cr. 1879. To Plowing Garden ..... 75 I May I By Cash in full of % -----I 75 June I 75 I 75 I 144

		BOOK-KEEPING.				81
•		Cornfield,	D	z.	e	r
1879.						
May	4	To 7 days' Plowing @ 2.50	17	50		
"	8	" 2 days' Furrowing @ 2.40	_ 4	80		
"		" 2 bush. Seed @ 2.50	5			
"	16	" 8 days' Planting @ 1.50	12			
June	I	" 3 days' Hoeing @ 1.25	3	75		
"	8	" 8 days' Cultivating @ 2.00	16			
"		" 12 days' Hoeing @ 1.25	15			
Sept.	14	" 9 days' Cutting Corn @ 1.25	II	25		
"	28	By 12 bush. Corn @ 75c			9	
Nov.	22	" 74 bush. Corn @ 42c; Cornstalks \$50.00,			81	
"	24	To 40 days' Husking @ 1.25	50			
"		" 5 days' work with team @ 2.50	12	50		
"		By 20 bush. Corn @ 506			10	
Dec.	3	" 12 bush. Corn @ 500			6	
"	17	" Cash for 300 bush. Corn @ 756			225	
"	25	" Cash for 80 bush. @ 75c			60	
"	31	To Marketing 380 bush. Corn @ 44	15	20		
"		" Interest	35			
		" Gain	193			
		/	1			
						-
	0					
	12.3		1			
						100
			391		391	

82 SINGLE ENTRY Family Expense Dr. Cr. 1879. Jan. 5 To 2 prs. Boots @ 6.00\_\_\_\_\_ 12 \*\* " I pr. Ladies' Boots \_\_\_\_\_ 15 2 50 .. " M. Cohn, Cutting Pants and Vest ..... 19 3 " I the Tea March 16 T " 3 yds. Cassimere @ 2.00; Sundries 4.75, May 15 IO 75 " I pr. Boots 2.50; Repairing Shoes 50c, June 20 3 " I pr. Pants\_\_\_\_\_ 8 Sept. 20 " " I pr. Shoes 1.75; I pr. Boots 4.00 ----5 24 75 " I Umbrella 2.00; Sundries 2.75-----Nov. 24 4 75 " pr. Boots 8 Dec. 3 " 18 " M. Cohn, Cutting Pants I 50 " I pr. Boots 66 18 5 By Loss 65 25 25 65 65 25 ALLE MARE OF TO ON THE AD OF TO SHAM DANS STATEMENT OF THE FIRST SET. RESOURCES ON HAND.-Cash, \$565.05; Farm, \$5000; Live Stock, \$500; Tools and Implements, \$475; M. Cohn owes \$15.93; H. H. Barnes owes \$8.75; C. H. Ashby owes \$22.05; Produce \$300. LIABILITIES .- To M. Dennis, on Acct. \$75.75; A. A. Hazard, \$5; T. F. Giddings, 12.20; N. S. Clark, \$11.25. Total Resource,\_\_\_\_\_ \$6886.78. " Liability, \_\_\_\_\_ 104.20. Net Resource,.... \$6782.58. Net Resource, or Present Worth, ...... \$6782.58. W. French Invests, \_\_\_\_\_ 6345. 66 

81

Cz.

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81

BOOK-KEEPING.

83



Grocery and Povision Business. The Books Used Are the Day Book, Cash Book, Bill Book and Ledger.

#### MEMORANDA.

*Feb. 1, 1882.*—H. Parsons commences business this day with a Cash Capital of \$900.—Owe John Cooper, on book  $\frac{q}{c}$ , \$200.

Feb. 2.—Bought of F. M. Sibley, on  $\mathcal{U}_c$ , 50 bbls. Flour @ \$8.

Feb. 3.-Sold Joseph Welton, on %, 25 bbls. Flour @ \$9.

Feb. 6.—Paid F. M. Sibley, Cash on %, \$20.

Feb. 8.-Received of Joseph Welton, Cash on %, \$12.

Feb. o.-Sold J. Jones, for Cash, 5 bbls. Flour @ \$8.50.

Feb. 11.—Bought of A. C. Blackman, 2 hhds. Sugar, 2,000 lbs., (a) 10%; 6 bags Coffee, 970 lbs., (a) 20%; paid him Cash, \$200.

Feb. 12.—Deposited with City Bank, \$600.

Feb. 14.—Paid F. M. Sibley, on %, per check on City Bank, \$275.

Feb. 17.—Bought of Geo. W. Reed, on 60 days' credit, Mdse. amounting, per invoice, to \$600.

*Feb. 19.*—Sold D. C. Wheelock, for his note @ 30 days, 10 bbls. Flour at \$9; 100 lbs. Coffee A Sugar @  $12\frac{1}{2}$ <sup>g</sup>.

Feb. 21.—Bought of W. Rohlmyer, for Cash, 1 set Fairbanks' Scales @ \$28.

Feb. 22.—Accepted G. W. Reed's draft on me @ 60 days for \$300, favor of John Smith.

Feb. 23.—Sold C. S. Dayton, for his note @ 10 days, endorsed by M. R. Powers, Mdse. per bill, \$195.50.

Feb. 24.—Gave S. H. Roberts my note @ 90 days, for one month's rent of Store, \$50.

Feb. 25.—Received Cash, \$100, of C. S. Dayton on his note.—Interest at 10 per cent. on all notes given and received, but not on accepted draft.—Mdse. unsold, \$800.

84 SINGLE ENTRY DAY BOOK. Kalamazoo, February 1, 1882. Ledger Page. M. Parsons, Cr. 4 By Cash invested, 900 \_Or.\_ To Amount due John Cooper on %, 200 John Cooper, Cr. 4 By Amount due on old %, 200 F. M. Sibley, Cr. 4 By 50 bbls. Flour, @ \$8, 400 Joseph Welton, Dr. 4 To 25 bbls. Flour, @ \$9. 225 F. M. Sibley, Ør. 4 To Cash on %, 20 4 Joseph Welton, Cr. By Cash on %, 12

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86						BO	OK-KEEPI	NG.							-	CLAPSER D
	01	Dr.				(	Cash_	D								
	I	882.					Receipts.					Amo	ount.		Tota	.1.
1	Fe	b.		1 8 9 25	Joseph Sold J.	Welton, Rec'd Jones, Bill of 1	ent, l on Acct., Mdse,					900 12 42 100	50			
				28	Balanc	e on hand,	( Blac	k Ink	.)			206	50	=	•54	
						9	Bills	,				6	w	her	ı	Contraction of the second
When		No.		Pa	yee.	Endorser.	For What Given.	Dat	e.   Y1	. Time	Jan.	Feb.	M'ch.	Apr.	May.	No.
Feb. 2	22		1		h,	······	Acc't'd on Acct, Rent on Store,		22 188	2 60 ds. 90 ds.				22	24	
						Ģ	Bills					ୁ	est	ier	r	
When Rec'd		No.		Ma	ker.	Endorser.	For What Received.	Date	. Yr	. Time	Jan.	Feb.	M'ch	Apr.	May.	100000
Feb. 1	23					M. R. Powers,	Bill of Mdse		19 188 23	2 30 ds. 10 ds.			19 23			

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87 BOOK-KEEPING. Book Cr. Amount. Total. 1882. Disbursements. Feb. 6 F. M. Sibley. Paid h m on Acct., 20 \*\* A. C. Blackman. Paid him on Acct., ..... II 200 .. 12 City Bank. Deposited, ..... 600 .. Bought 1 set Fairbanks' Standard Scales, ..... 28 848 21 \*\* 25 206 50 1054 50 Payable\_ Due. July. Aug. Sept. Oct. Nov. Dec. Where Payable. When Paid Interest. Amount. Remarks. City Bank,..... 300 .. .. 10 per cent. 50 Receivable ? July. Aug. Sept. Oct. Nov. Dec. Where Payable. Interest. Amount. When Paid. Remarks City Bank, ..... 10 per cent. 102 50 \*\* \*\* \*\* .. 195 50 Feb. 25 Paid \$100.

Apr., Apr.

hen

1054 50

nt. Total.

May.

88 SINGLE ENTRY LEDGER. & Parsons Cr. Dr. 1882. 1882. Feb. By Cash Invested, Feb. To John Cooper, 200 2 900 I 2 I " Loss, 106 50 \*\* 28 .. \*\* " Balance, (Red Ink), 593 50 900 900 Feb. 28 By Balance, (Bl'k Ink), 593 50 John Coopers Cr. Dr. 1882. Feb. 28 To Balance, (Red Ink), Feb. By Amount due on acct., 200 200 I 200 200 Feb. 28 By Balance, (Blk Ink), 200 (M. Sibley, Cr. Dr. 1882. 1882. Feb. To Cash, Feb. 2 By Mdse., 6 20 2 400 44 14 " Check on City Bank, 275 3 .. 28 " Balance, (Red Ink), 105 400 400 By Balance, (Blk Ink), Feb. 28 105 Joseph Welton Cr. Dr. 1882. 1882 To Mdse., Feb. Feb. 3 3 225 8 By Cash, 3 12 .. 28 " Balance, (Red Ink), 213 225 225 Feb. 28 To Balance, (Bl'k Ink), 213 Rule for Closing the Ledger.-Close by balancing all the accounts except the Proprie-tor's or Partners' to or by Balance in *red ink*, single rule. Then foot the columns and *double* rule. Then bring this red-ink entry down under the account on the opposite side with the same remark, in *black ink*.

BOOK-KEEPING.



Cr

900

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Memoranda to be Worked Out According to the Preceding Forms.

Feb. 1, 1882.—On commencing business I have Cash, \$1,400.—Mdse. \$1,900.—D. Brown owes me, on %, \$400.— Sold James Mann, on %, 100 yds. sheeting @ 11¢; 20 yds. Gingham at 17¢. Bought of F. M. Sibley, on %, Mdse. per bill, \$400.

Feb. 6.—Received Cash of James Mann to apply on  $\frac{q}{c}$ , \$4.—Sold A. O. Manley, on  $\frac{q}{c}$ , 20 yds. Canton Flannel @ 24\$.

*Feb. 8.*—Sold W. Eldred, on %, 20 yds. Carpet @ \$1.40. —Paid F. M. Sibley, Cash to apply on %, \$149.

*Feb. 10.*—Bought of P. R. Sabin bill of Goods amounting to \$900; paid Cash \$400, balance due on  $\frac{9}{c}$ .—Sold A. O. Manley 2000 yds. Delaine @ 20%; received Cash, \$75, balance due on  $\frac{9}{c}$ .—Sold James Mann, on  $\frac{9}{c}$ , 100 yds. Sheeting @ 10%.

Feb. 14.—Sold Geo. Lombard, on  $\mathscr{U}_c$ , 10 yds. Sheeting @ 14 $\mathscr{C}$ .

*Feb. 16.*—Sold W. Clapp, on %, 10 yds. Sheeting @ 10¢; 20 yds. Gingham @ 14¢; 34 yds. Canton Flannel @ 25¢.

*Feb.* 24.—Sold James Mann, on  $\mathscr{V}_c$ , I Hat, \$2.—Paid F. M. Sibley, in full of  $\mathscr{V}_c$ , Cash.—Received of James Mann, Cash in full of  $\mathscr{V}_c$ .

Feb. 26.—Sold Robert Smith bill of Mdse., per Sales Book, \$600; received in payment Cash, \$200, balance due on %. --Paid Rent of Store, \$24.—Paid Clerk hire, \$20.—Sold Jay Cooke Goods amounting to \$200; in part payment took 149 lbs. Butter @ 29¢, balance due on %.

Feb. 28.—Paid Cash for advertising, 4.—Sold James Mann, on  $\frac{4}{6}$ , 9 yds. Drilling @ 14 $\ell$ .

Feb. 29.—Received Cash of D. Brown, to apply on  $q_{c}$ , \$300.—Sold W. Eldred, on  $q_{c}$ , 21 yds. Carpet @ 67\$.

Mdse. unsold, \$1,490.56. Cash on hand, per C. B., \$1,153.40. Net Loss, \$512.42.



#### Exercise in Opening a Partnership Set.

O. M. Powers and G. L. Howe enter into co-partnership, sharing gains or losses equally.

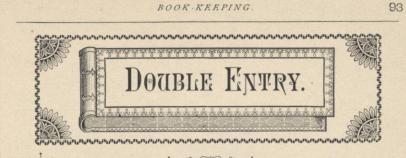
O. M. Powers invests cash in First National Bank \$500. Note against C. H. Devlin at 30 days for \$200. (Enter Note in B. Book. No Day Book Entry.) An account against H. A. Winters for \$200.

G. L. Howe invests 200 bbls. Flour @ \$5.50. Owes W. F. Parsons on % \$100; J. E. White, on Acct. at 30 days, \$100.

The following is the correct Day Book entry :-

Chicago,	Ill., M	ay 3,	1882.
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O. M. Powers,	Cr.			
By Cash in First National Bank,		500		
" Note against C. H. Devlin, 30 day	's,	200		
" H. A. Winter's debt on %,		200	900	
G. L. Howe,	Cr.			
By 200 bbls. Flour @ 5.50,			1100	
Dr				
To W. F. Parsons on %,		100		
" J. E. White on Acct. 30 days,		100	200	
First National Bank,	Dr.			
To Cash on Deposit,		200		
H. A. Winter,	Dr.			
To amount due on %,		200		
W. F. Parsons,	Cr.			
By amount due on %,		100		
7. E. White,	<i>C</i>			
	Cr.			
By amount due on %,		100		



OUBLE Entry Book-Keeping is the process of recording business transactions so that each entry shall have a debit and a credit of equal amounts. Accounts are kept with both persons and things.

The Principal Books are the Day Book, Cash Book, Journal, and Ledger.

The Day Book is the book in which the entries are first recorded, with the date, and in the order of their occurrence. It should give a complete history of the transactions.

The Journal is the book in which entries to be made in the Ledger are arranged.

The Ledger is the book of accounts.

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n %

Rules for Opening a Stock Set of Books.—Debit the resources and credit the liabilities, then debit or credit Stock for the difference. If the resources be the larger, credit Stock. If the liabilities be the larger, debit Stock. The proprietor's name may be used instead of Stock.

At Commencing, a credit of Stock shows the investment, and a debit, insolvency; after the books have been opened, the credit of Stock shows additional investment or gain, and the debit, amount withdrawn or loss.

When Two or More Persons are doing business as partners, we do not use the Stock account, but open a separate account with each of the partners, using their individual names.

A Partnership Set is opened the same as a Stock Set, only that you credit or debit each Partner instead of Stock.

The Debit Side of a Partner's account contains debts assumed, capital withdrawn, and final losses, the same as the debit side of Stock account.

The Credit Side of a Partner's account contains all investments, whether original or subsequent, and final gains, the same as the credit side of Stock account.

In a Partnership Business the loss and gain account is closed to the Partners' accounts, each name mentioned in L. and G. account, dividing the gain as per agreement.

**Rule for Journalizing.**—Debit persons when they owe you, or you pay them on account. Credit persons when you owe them, or they pay you on account. Debit what you receive, and credit what you part with; or debit what costs value, and credit what produces value.

The Debits and Credits of the Journal should be equal. The Journal should be footed at the bottom of the page.

94 DOUBLE ENTRY DAY BOOK. Kalamazoo, January 1, 1882. W. J. Parsons commences business with Cash on hand, 731 Bought of Wim. Match, for Cash, 448 bush. Potatoes @ 50 c. 224 -Sold C. S. May, for Cash, 125 bush. Potatoes @ \$1, 125 Bought of W. S. White, on %, 19 bbls. Pork @ \$12, 228 Sold W. S. White, on %, 324 bush. Potatoes % \$1, 824 Paid Roberts & Millhouse, for Rent, 30 Bought of B. M. Desemberg, on %, 10 bbls. Flour @ \$7, 70 Medse. Unsold, 64 bush. Potatoes @ 50c., 10 bbls. Flour @ \$7, 19 bbls. Pork @, \$12.

95 BOOK-KEEPING. JOURNAL. Kalamazoo, January 1, 1882. Dr. Cr. Ledger Page. 96 Cash, 731 W. J. Parsons, 781 96 96 Modse., 224 Cash, 224 96 96 Cash, 125 Mdse., 125 96 96 Mdse., 228 W. S. White, 228 96 96 W. S. White, 824 Mdse., 824 96 Expense, 97 30 Cash. 30 96 Mdse., 96 70 B. M. Desenberg, 70 97 1732 1732 Medse. Unsold, 19 bbls. Pork @ \$12 - \$228 10 Flour @ 7 - 70 64 bush. Potatoes @ 50c. - 32 \$330

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31

96	DOUBLE ENTRY
	LEDGER.
Dr. 1882.	W. F. Parsons
<i>Jan.</i> 31	
Ør. 1832.	Cash
<i>Jan.</i> 1	
Dr. 1882.	Merchandise
<i>Jan.</i> 4 " 11 " 20 " 31	"W. S. White, 95 228 14 "W. S. White, 95 32 "B. M. Desenberg, 95 70 31 "Unsold, (Red Ink), 95 32
Ør. 1882.	W. B. White
Jan. 14	

TRIAL BALANCE         For January 1882.       Dr. Cr.         V. F. Parsons,	98	DOUBLE ENTRY		
Cash,			Dr.	Cr.
Statement of Account, Resources and Liabilities.       Resource.       LIABILITY.         Cash,Dr. 856.      Cr. 254.       602         W. S. White,Dr. 324.      Cr. 228.       96         B. M. Desenberg,	Cash, Mdse., W. S. B. M.	White, Desenberg,	522 324 <u>30</u>	254 449 228 70
Cash,			1732	1732
"       Cr. $254$ .       602         W. S. White,       Dr. $324$ .       602         ".       Cr. $228$ .       96         B. M. Desenberg,       330       70         Mdse. Inventory,       330       30         Total Resource,       1028       958         "Liability,       70       958         Net Resource, ( <i>Red Ink</i> ),       958       1028         Wdse. Sales,       96       1028         "Unsold,       330       70         "Unsold,       330       70         "Unsold,       330       70         "Unsold,       330       1028         "Unsold,       522:       30         Expense,       30       257         Total Gain,       257       30         Net Gain ( <i>Red Ink</i> ),       227       257         Proof.       957       257	Stater	nent of Account, Resources and Liabilities.	Resource	E. LIABILITY.
Inter According of Acct. Showing Gains and Losses.       IO28       IO28         Statement of Acct. Showing Gains and Losses.       Loss.       GAIN.         Mdse. Sales,	W. S. B. M. Mdse. To	Cr. 254. White,Dr. 324. Cr. 228. Desenberg, Inventory, tal Resource,1028. Cr. 254. Dr. 324. Cr. 254. Cr. 254. Dr. 324. Cr. 254. Dr. 324. Cr. 254. Dr. 324. Cr. 254. Dr. 324. Cr. 258. Dr. 324. Cr. 258. Dr. 324. Cr. 208. Cr. 208. C	96	
Statement of Acct. Showing Gains and Losses.       Loss.       GAIN.         Mdse. Sales,	Net R	esource, ( <i>Red Ink</i> ),		
Mdse. Sales,			1028	1028
"Unsold,	State	ment of Acct. Showing Gains and Losses.	Loss.	GAIN.
Proof.	" Expens	Unsold,		257
			257	257
Net Gain,	Net G:	at commencing,		958

and the

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779 =

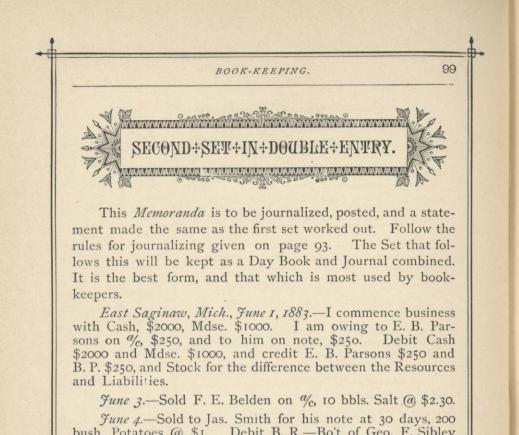
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counts as Midse., Expense, Fremium, Commission, Discount, Interest, Real Estate, and Bank or Railroad Stocks. If any of these accounts do not show a loss or gain, they are not brought into this statement, as Mdse. may have a Dr. and no Cr., and inventoried at cost price. In such a case it should appear in the statement of Resources. The same is true of Real Estate.



bush. Potatoes @ \$1. Debit B. R.—Bo't of Geo. F. Sibley on %, 10 bbls. Pork @ \$15.

June 6.—Bo't of C. M. Miller on my note @ 10 days. Mdse. 400. Credit B. P.—Sold T. Slack 1000 bush. Potatoes @ \$1; received in payment, Cash \$500, balance due on %, Debit Cash \$500 and T. Slack for \$500, and Credit Mdse. for \$1000.

June 9.—Bought of James Manning 100 bbls. Pork @ \$12; gave him my note for \$300; paid balance in Cash. Debit Mdse., and credit B. P., and credit Cash for balance.

*June 14.*—Sold Cook & Cook 100 bbls. Flour @ \$8; received in payment their note for \$400; balance due on  $\frac{4}{C}$ . Debit B. R. and Cook & Cook, and credit Mdse.

June 17.—Recd. cash of J. Smith in full for his note of the 4th inst.—Paid G. F. Sibley cash to apply on  $a_{c}$ , \$90.

June 19.—Recd. cash of T. Slack to apply on %, \$200. —Paid my note favor of C. M. Miller in cash. Debit B. P.

June 20.-Paid G. F. Sibley cash in full of %.

June 26.—Recd. of Cook & Cook cash to apply on %, \$40; Paid rent of store, \$50. Mdse. unsold, \$900. Net Resources, \$2623. Gain, \$123.

100	DOUBLE ENTRY			
	* Skird Set.*		2	
			-	
	Battle Creek, January 1, 1882.	Dr.	Cr.	
	J. E. White and F. E. Belden enter into co-partner- ship, for the purpose of conducting a general Grocery Business, sharing equally in gains and			
	losses. J. E. White Invests			
	Cash, On Hand,	525		
	Mdse., 25 bbls. Flour @ \$6, To J. Smith, owe him on %,	150	25	
	" J. Wood, " " note, 30 days, J. E. White, Net Investment,		10 640	
	F. E. Belden Invests			
	Cash, B'ls Rec.,—Note against H. Jones 30 ds. date Jan. 1,	315 225		
	City Bank, Cash on Deposit, To F. E. Belden, Net Investment,	100	640	
	Mdse., 500 lb. Maple Sugar @ 11c.	55		
	To H. A. Winter, Bought of him on %,		55	
	Mdse., 25 bbls. Pork @ \$14,	350		
	To Cash, Bought of J. Wood,		350	
	Cash, Sold Chas. S. May,	35		
	To Mdse., 5 bbls. Flour @ \$7,	55	35	
	44			
	W. L. Scott, Sold him on %, To Mdse., 125 lb. Maple Sugar @ 12c,	15	15	
	5			
	Cash, Sold to W. C. Clapp,	150 10		
	W. C. Clapp, For Balance, To Mdse., 10 bbls. Pork @ \$16,	10	160	
	66			
	Bills Rec., W. S. Perry, Note 30 days, To Mdse., 5 bbls. Pork @ \$17,	85	85	
	10 Muser, 5 Sour York (8 4-7)	2015	2015	
		2015	2015	

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Siness Par-Cash O and ources

\$2.30. 75, 200 Sibley

days. tatoes on %, Mdse.

ork @ Cash. llance. 8 ; reon %.

ote of , \$90. \$200. ; B. P.

, \$40; ources,

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BOOK-KEEPING.		10
DAY BOOK AND JOURNAL COMBI	NED.	
Battle Creek, January 7, 1881.	Dr.	Cr.
Brought forward, Bought of E. B. Griffith,	2015	2015
Mdse., 50 bbls. Flour @ \$5,	250	
To B. P. our Note at 10 ds. with Interest at 10 %,		100
" Cash, In Part Payment,		100
" E. B. Griffith, Balance on %,		50
Expense, Paid W. Smith,	20	
To Cash, For 5 Cords of Wood for Store,		20
W. Kellogg, One month's wages in advance,	60	
To Cash,		60
E. B. Griffith, Accepted his draft,	50	
To Bills Payable at Sight for Balance of %,		50
Bills Payable,-Paid E. B. Griffith,	50	
To City Bank on my Note by Check,		50
Cash, Received of W. S. Perry,	86	
To Bills Receivable in full for his Note,		85
" Interest, 19		I
J. Smith, Gave him my Note,	25	
To Bills Payable at 30 days to Balance %,		25
Expense, W. Eldred, I Month's rent of Store,	33	
To Cash, 25		33
Bills Payable,—Paid E. B. Griffith, Note,	50	
Interest,	I	
To Cash,		51
Expense, One Month's Wages,	60	
To W. Kellogg as Book-Keeper,		60
	2700	2700

Note.—Post the accounts to the Ledger. Take an inventory of property unsold. Make out a trial balance and see that the footings agree with the Journal. Make a statement of Resources and Liabilities, Losses and Gains. Close the Ledger the same as in the first set.

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HE object of this chapter is to set forth methods of making some of the calculations which occur in commercial arithmetic with greater rapidity and ease than attend the ordinary methods of making the same calculations. But by no means is it intended to set forth in a scientific way the principles of arithmetic. Indeed, the use of what

this chapter contains presupposes a knowledge of the principles of arithmetic taught in our schools, and of the ordinary ways of performing arithmetical operations. And the more thorough this knowledge is, the more serviceable will this chapter be to those for whom it is intended. There are numberless books floating around over the country, which were ostensibly gotten up to sell, but which the authors and those who cry them upon the street corners would seem to have us believe may take the place of our standard textbooks on arithmetic. But as text-books presenting the science of arithmetic in a degree of completeness at all serviceable to the student pursuing this study, they are mere impositions ; and as aids intended to simplify arithmetical computations in certain cases, they are burdened with definitions and great quantities of incongruous matter which should not be found in such books. Therefore let us caution the student against the idea that by the aid of short methods and contractions, without a knowledge of the principles of arithmetic, he can become proficient in arithmetical computations.

104

ROFICIENCY in addition is attained only by practice. The more practice one has, the greater proficiency he acquires. Let the student mark this well, that there are no contractions by means of which addition may be performed with rapidity and ease. Practice, and practice only, will secure this first requisite of the accountant.

-6

COMMERCIAL ARITHMETIC.

But there are a few practical suggestions which may be made for the benefit of beginners or of those who have acquired but little proficiency in addition. Let us consider the following example:—

Now it would be a slow and clumsy way to 24 perform this example as follows: 2 and 3 are 5, 98 76 and 7 are 12, and 4 are 16, etc. Not only is this 37 tedious, but the syntax is false. It is much better 91 just to pronounce the sum of the first two figures, 84 5, and then the sum of this result and the next 57 figure, 12, the sum of this result and the next 63 figure, 16, etc., till the sum of the whole column 92 is reached.

Again, after a sufficient degree of proficiency has been attained, we see at a glance the sum of the first two figures, and also of the second two; unite these sums, and to this result add the sum of the third two, and so on, grouping the figures into groups of two, and adding their sums. Thus: 5, being the sum of the first group, and 11 that of the second, we unite these sums, making 16; the sum of the next two figures is 8, and this added to the 16 makes 24, etc.

And this method of grouping may be extended to more than two figures. Thus, in the example, the sum of the first three figures is seen at once to be 12, as is also that of the second three, and the two 12's make 24. and a

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the tof COMMERCIAL ARITHMETIC.



HE following are contractions in multiplication of simple numbers, which we consider of sufficient importance to have a place here.

I. To multiply by 10, 100, etc., annex as many ciphers to the multiplicand as there are in the multiplier.

2. To multiply by 5, 50, 500, etc., annex as many ciphers to the multiplicand as there are figures in the multiplier, and divide this result by 2.

3. To multiply by 25, 250, etc., multiply by 100, 1000, etc., and divide the result by 4.

4. To find the product of two numbers when the sum of the units of the two factors is 10 and the remaining digits of the one are like those of the other,—

To the product of the units prefix the product of the number expressed by the remaining figures of the multiplicand plus one, multiplied by the number expressed by the remaining figures of the multiplier.

EXAMPLE.

106

#### SOLUTION.

78 In this example the product of the units is 16, and to this we 72 prefix the product of 7+1 by 7, which is 56, and the result, 5616, — is the required product. 5616

5. To find the product of two numbers containing tens and units, when the sum of the tens is 10, and the units digits are alike,—

To the product of the units prefix the product of the tens plus the units digit.

# EXAMPLE. 48

68

3264

SOLUTION.

The product of the units is 64; the product of the tens is 24, which increased by 8, the units digit, is 32. This last result prefixed to 64, the product of the units, gives 3264, the required product.

	-
116	COMMERCIAL ARITHMETIC.
$2. \\ 5\frac{3}{7} \\ 9\frac{4}{9} \\ 45 \\ 2\frac{2}{9} \\ 3\frac{6}{7} \\ \frac{4}{21} \\ 51\frac{17}{63} \\ 3\frac{7}{3} \\ 51\frac{17}{63} \\ 3\frac{7}{3} \\ 51\frac{17}{63} \\ 3\frac{7}{3} \\ 3$	$5 \times 9 = 45$ $5 \times \frac{4}{9} = 2\frac{2}{9}$ $9 \times \frac{3}{7} = 3\frac{6}{7}$ $\frac{3}{7} \times \frac{4}{9} = \frac{4}{21}$ $45 + 2\frac{2}{9} + 3\frac{6}{7} + \frac{4}{21} = 51\frac{17}{63}$

REMARK.—In multiplying fractions, business men desire the result correct to within half a cent; hence they disregard anything less than this in the result, and are thus often enabled to shorten operations. Thus, if we wish to know what  $5\frac{34}{2}$  yds. of ribbon are worth at  $3\frac{14}{2}$  cents a yd., we may disregard  $\frac{14}{4} \times \frac{34}{4}$ in the result, since it is less than half a cent. And so in any case where there is opportunity, disregard small results.



To find the product of two decimal fractions correct to any required number of decimal places,—

Write the figures of the multiplier in the reverse order, placing the units figure under the lowest order of units required in the product. Then in multiplying by each figure of the multiplier begin with the figure of the multiplicand directly over it and multiply to the left.

# EXAMPLE.

Multiply 24.3786 by 5.625 retaining only two decimal places in the product.

## SOLUTION.

24.3786	In this example two decimal places are to be retained in the
5265	product, therefore we place the units of the multiplier under
	the second decimal place of the multiplicand and write the
12189	figures of the multiplier in the reverse order. Then we
1462	multiply the figure directly over 5, 7, by 5, adding 4, since
48	there would be 4 to carry if we were to multiply 8, the
12	first figure at the right of 7, by 5. This sum is 49. We
	set down the 9 and carry the 4, passing on to the left as
137.11	in ordinary multiplication. We next multiply 3, the figure
	directly over 6, the next figure of the multiplier, by this fig-

ure 6, adding 4, since there are 4 to carry from  $6 \times 7$ . This gives 22. We write down 2 and carry 2 as we pass on to the left. Having used each figure of the multiplier in the same way, we add the partial products.



One of the most fruitful sources of contraction in making arithmetical computations is cancellation. In any problem involving nothing but multiplication and division, these operations should be expressed in the form of a common fraction before any of them are performed. In a great majority of cases, this being done, the work may be shortened by cancellation.

It would be impossible to give examples illustrating all cases that might occur, nor is it at all necessary to do so. The one simple rule given above, if rigidly followed, will be found to save an immense amount of labor. We will, however, give one or two simple examples :--

A farmer took three dozen and five eggs to market, sold them at 15 cents per dozen, and took his pay in sugar at  $10\frac{1}{2}$  cents per pound. How many pounds did he receive?

$$\frac{\overset{5}{\overset{12}{\underset{9}{12}\times21}}}{\overset{12}{\underset{9}{12}\times21}} = \frac{\overset{5}{\underset{42}{205}}}{\overset{205}{\underset{42}{3}} = 4^{\frac{3}{4}\frac{7}{4}} \text{lbs. 14 oz.}$$

This example was taken entirely at random, and yet it can be contracted by cancellation.

In order to perform cancellation readily, the common tests of divisibility of numbers need to be made perfectly familiar; therefore we give them.

# Tests of Divisibility.

2 will divide any even number.

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3 will divide any number the sum of whose digits is divisible by 3.

4 will divide any number if it divides the number expressed by the two right-hand figures.

5 will divide any number ending in o or 5.

6 will divide any number divisible by both 2 and 3.

8 will divide any number when the number expressed by the three righthand figures is divisible by 8.

9 will divide any number the sum of whose digits is divisible by 9.

There are tests sometimes given for 7; as, any number consisting of the same number of thousands and units. But let it be observed that these are not such tests as those for the other digits, since a number to be divisible by 2, 3, 4, etc., must stand the tests for these numbers, while a number may be divisible by 7 and not stand the tests which are sometimes given.

The following, however, is a test for 7, like those for 2, 3, 4, etc.; that is, if any number will not stand the following test it is not divisible by 7.

Point the number off into periods of three figures each, beginning at units. Take the sum of the alternate periods beginning at units, and also the sum of the remaining periods, and if the difference of these sums is divisible by 7 the number is divisible by 7.



This subject, or at least parts of it, is so imperfectly understood that we will treat it more fully than would otherwise be necessary.

There are three ways of reckoning interest,-

I. On the principal at a specified rate per cent. per annum for the whole or a part of the time the principal is to run. It becomes due only when the principal does. Interest so computed is called simple interest.

2. Reckoning interest at a specified rate per cent. per annum, but at equal intervals of time adding it to the principal, thus increasing the principal. As in the case of simple interest, both interest and principal become due at the same time. This method is called compounding the interest; and the interest, compound interest.

3. At a specified rate per cent. per annum, but the interest becoming due at equal intervals of time. The interest is called Annual, Semi-Annual, or Quarterly, according as it becomes due annually, semi-annually, or quarterly.

ILLUSTRATION.—Suppose A. loans B. \$100 for 5 years at 10 per cent. simple interest.

The interest on \$100 at 10 per cent. for one year is \$10, and for five years  $50\times 5$ . Therefore at the end of five years B. must pay A. the principal, \$100, and the interest, \$50.

Again, suppose A. loans B. the same sum at the same rate for the same time; but the interest, instead of being simple, is to be compound, compounded annually. As before, the interest for the first year is 10; but this is added to the principal, making the principal for the second year 100+10-10. The interest on this principal for the second year is 100+10-10. The interest on this principal for the second year is 100+10-10. The interest on this principal for the second year is 100+10-10. The second principal gives 121, the third principal. The interest on this for a year is 12.10, and adding it to the principal we have 133.10, the fourth principal. The fourth year's interest is therefore 13.31, which added to the principal gives 146.41 as the principal for the fifth year. The interest on this principal is 14.64, and this added to the principal gives 161.05. This is the sum, principal, and interest, due at the end of five years. Since the original principal was 100, and the sim due at the end of five years is 161.05, it follows that the compound interest is 661.05. The simple interest was only 50.

Finally, suppose that in the above example B. is to pay annual interest. The interest for the first year, \$10, becomes due at the end of the year, and if B. fulfills his part of the contract he pays it at the end of the year. And so at the end of each of the succeeding years there is \$10 interest due, and at the end of the fifth year the principal also.

The above illustration fully sets forth the three ways of charging or paying interest. Many persons confound annual interest with compound interest. Let such remember that annual interest is only simple interest due annually instead of at the time when the principal becomes due.

7. p = \$875, r = 6 per cent., t = 5 yr. 5 mo. What is i? $\frac{35}{875 \times 6 \times 65} = \frac{2275}{8} = 284.38$ 

If the time is expressed in days reduce it to years by dividing by 360. If the interest year is reckoned at 365 days divide by 365.

8. p=\$245, r=6 per cent., t=63 days. What is *i*?

 $\frac{\overset{49}{\underset{100\times360}{245\times6\times63}}}{\overset{7}{\underset{40}{100\times360}}} = \frac{10.29}{4} = 2.57$ 

9. p = \$654, r = 7 per cent., t = 54 days. What is i ?

$$\frac{\frac{654 \times 7 \times 54}{100 \times 369}}{\frac{49}{10}} = 6.867$$

There are several rules for reckoning interest on notes on which partial payments have been made. They may be found in our best arithmetics, and most of them need no special mention; but for the convenience of those using this manual we give them. The rule when partial payments are made on notes bearing annual interest are not so well understood, and therefore we give it special attention. Let it be remembered that on a note bearing annual interest the interest should be paid at the end of each year, and in some of the States the holder of the note neglecting to collect it forfeits his claim to annual interest. But in other States, Michigan being among them, simple interest is allowed on deferred payments of annual interest from the time they become due till paid.

## Rule for Partial Payment on Notes Bearing Annual Interest when Simple Interest is Allowed on Deferred Payments of Annual Interest.

T. Treat all sums of annual interest not paid when falling due as deferred interest, bearing simple interest until paid.

2. Find the amounts of the payments of each year except the last, from the time they were made to the end of the year, and apply the sum of these amounts at the end of the year, first on the simple interest accrued on the deferred annual interest if there is any, then on this deferred interest and the annual interest for that year, and lastly on the principal. \*

\* We would emphasize what is stated in the second part of the rule, viz.: that if annual interest has been allowed to accumulate, all the simple interest due on it must be paid before any other part of the obligation. After this simple interest has been paid, the whole of the annual interest due must be paid before any part of the principal can be paid.

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3. Reckon the interest on the principal, and payments after the last annual interest becomes due to the time of settlement instead of to the end of the year.

REMARK.—In New Hampshire, if a payment is made on an annual interest note less than the interest then due, it is carried forward and added to the next payment without interest, and so on until the sum does exceed the interest, or to settlement, when it is deducted. When payments are made on interest accruing, but not then due, they are applied when the interest falls due, *without interest* on so much of such payments as is necessary to cover the interest accruing.

# United States' Court Rule.

Compute the interest on the principal from the date of the note to the time of the first payment. If this payment equals or exceeds this interest, find the amount and subtract the payment. Treat this remainder as a *new principal*, and proceed to the next payment. Continue this process till the time of settlement.

## Merchants' Rule.

Find the amount of the principal from the date of the note to the time of settlement; find the amount of each payment from the time it was made to the time of settlement, and subtract their sum from the amount of the principal.



# True Discount.

1. What is the true discount on \$500 for 6 mo. at 8 per cent.?

#### ANALYSIS.

 $250 \\ \frac{500 \times 4}{104} = 19.23 \\ \frac{26}{13}$ 

The true discount is the interest on that principal, which at 8 per cent. in 6 months will amount to \$500. But 8 per cent. of any sum for 6 months is 4 per cent. of that sum; therefore \$500 is  $\frac{104}{100}$  of the principal that in 6 months at 8 per

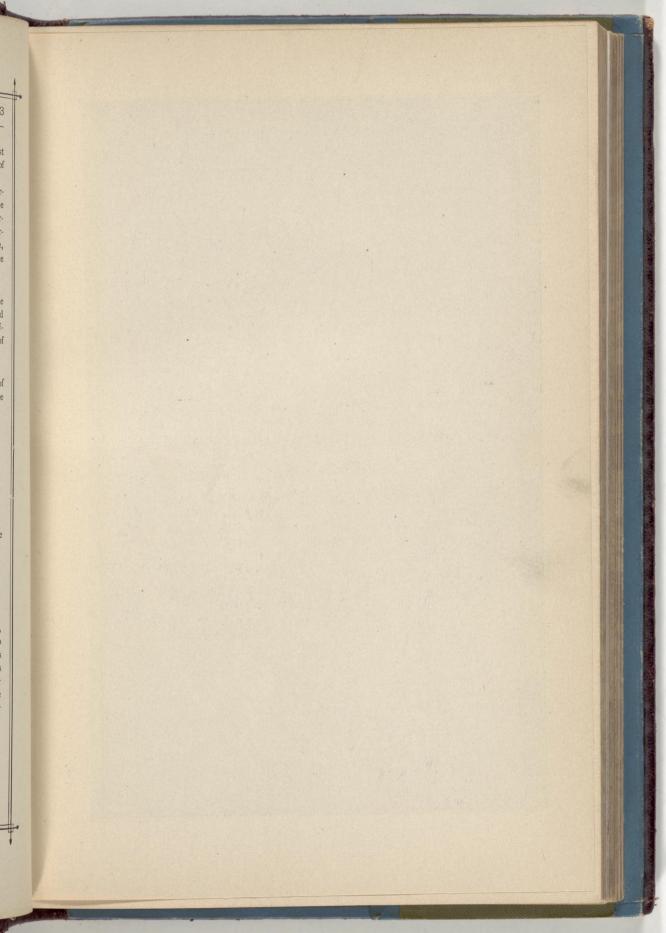
cent. will amount to \$500. Hence that principal is  $\frac{1004}{104}$  of \$500. But if the principal is  $\frac{100}{104}$  of \$500, and the amount is \$500, the interest must be  $\frac{4}{104}$  of \$500. Therefore the true discount is,  $\frac{500 \times 4}{104}$  =\$19.23.

#### 

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2. What is the true discount on \$800 for 8 months at 6 per cent.?







WEIGHTS AND MEASURES.

129



NLY such tables are introduced in the article as come into everyday use.

Here also will be found an important department for farmers and mechanics, giving the weight of various grains as regulated by the laws of different States; capacity of grain bins and corn cribs; rules for measuring grain and hay in bulk; measurement of boxes, barrels, cisterns, wagon-beds; the survey of townships, sections, and small parcels of land; ascertaining weight of live stock by measurement; tables of wages and boarding rates; instructions

in reading gas meters; estimates of the number of shingles in a roof, and concluding with the law in regard to fences, land and timber.

#### TROY OR MINT WEIGHT.

Used in weighing precious metals, jewelry, etc., and in philosophical experiments. Carats are the standard of diamond weights.

#### TABLE.

24 grains (gr.)	make	I	pennyweight,	pwt.
20 pwt.		I	ounce,	OZ.
12 oz.	""	Ί	pound,	fb.
3 <sup>1</sup> / <sub>5</sub> gr.	"	I	carat,	k.

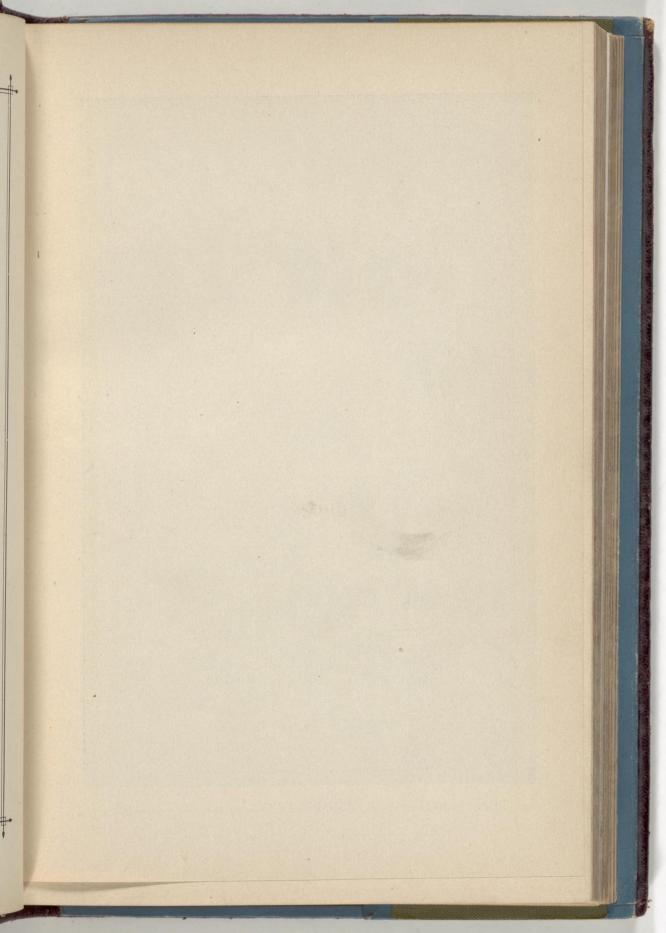
# APOTHECARIES' WEIGHT.

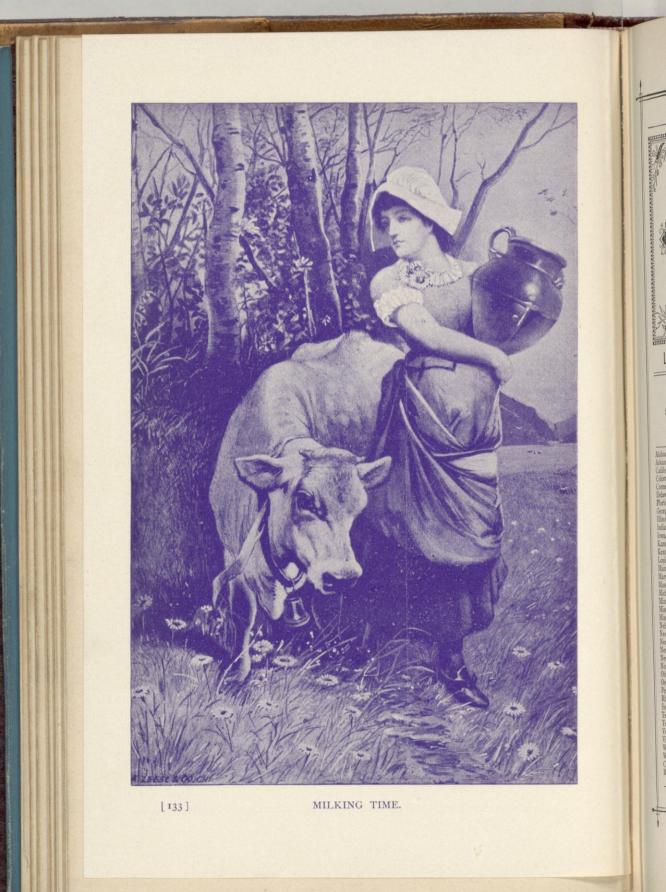
For compounding medicines.

#### TABLE.

20 grains (gr.)	make I scruple, sc.
3 sc.	" I dram, dr.
8 dr.	" I ounce, oz.
12 oz.	" I pound, 1b.

131 WEIGHTS AND MEASURES. Paper. The denominations of the following table are used in the paper trade. make I quire. 24 sheets " I ream. " I bundle. 20 quires 2 reams .. 5 bundles I bale. Books. The terms folio, quarto, octavo, etc., indicate the number of leaves into which a sheet of paper is folded, the standard size of sheet being 24x36 or 25x38 inches. The book is called And I sheet of paper makes When a sheet is folded into a folio, 4 pp. (pages.) 8 " 2 leaves 66 a quarto or 4to, 48 16 " 11 an octavo or 8vo, .. 24 " a duodecimo or 12mo, 12 32 " 66 a 16mo, 16 36 .. 66 an 18mo, 18 LINEAR OR LONG MEASURE. Used in measuring lines and distances. TABLES. 12 inches (in.) make I foot, ft. " I yard, yd. " I rod, rd. " I mile, mi. 3 ft. 51/2 yds., or 161/2 ft. 320 rd. A line has only one dimension-length. Other Denominations. inch. Used by shoemakers.
I hand. Used to measure height of horses at the shoulder.
I span. Among sailors, 8 spans I fathom. 3 barley-corns or sizes make I inch. 4 inches 9 inches I sacred cubit. 66 21.888 inches I fathom. Used to measure depths at sea.I cable's length. 6 feet 120 fathoms I pace.
I geog. mile. Used for distances at sea.
I league.
I league. 3 feet 1.152<sup>2</sup>/<sub>3</sub> common miles 3 geographic miles Go geographic, or60,16 statute miles make I degree { of latitude on a meridian, or of longitude on the equator. = the circumference of the earth. 360 degrees 1. A knot is a geographical or nautical mile, used to measure the speed of vessels. 2. The geographic mile is a little more than 1.15 common miles. Surveyors' Linear Measure. Used by land surveyors in measuring roads and boundaries of land. make I link, l. " I rod, rd. 7.92 inches (in.) 25 1. .. I chain, ch. 4 rd. " I mile, mi. 80 ch. 1. A Gunter's chain is the unit of measure, and is 4 rods or 66 feet long, and consists of 100 links. 2. Engineers commonly use a chain, or measuring tape, 100 feet long. 3. Measurements are recorded in chains and hundredths.





	WEIGHTS AND MEASURES. 13	3
	E ARMERSKA	
Legal We	eight of a Bushel in all the States and Canada.	=
STATES.	Apples, Dried. Barley. Barley. Beans, White. Beans, White. Buckwheat. Clorer Cl	Wheat.
Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Maryland, Maryland, Michigan, Michigan, Minnesota, Missouri, Netraska, Netraska,	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	60 60 60 60 60 60 60 60 60 60 60 60 60 6

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# Capacity of Grain Bins.

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Number of Bushels in a Bin 10 feet High.

th.						LEN	GTH OF	Bin.					
Width.	6	7	8	9	10	τι	12	13	14	15	16	20	22
3	145	169	192	217	241	265	289	313	338	362	386	482	530
4	193	225	257	280	321	354	386	418	450	482	514	643	708
5	241	282	321	362	402	442	482	522	563	603	643	804	884
56	200	338	386	434	482	530	579	627	675	723	771	964	1060
7	. 334	394	450	506	563	619	675	731	788	844	900	1125	1238
78	386	450	514	579	643	707	771	836	900	964	1029	1286	1414
9	434	507	579	651	723	796	868	940	1013	1085	1157	1446	1592
io	482	563	643	723	804	884	964	1045	1125	1205	1286	1607	1768
II	531	619	707	796	884	972	1061	1149	1238	1326	1414	1768	1944
12	579	675	771	868	964	1001	1157	1254	1350	1446	1543	1929	212:

Grain in the Bin.—Multiply the number of cubic feet in the bin by four-fifths, and the product will be the number of bushels.

**Loss from Shrinkage.**—By estimate, corn loses one-fifth and wheat onefourteenth in drying. Unshelled corn sold at 75 cents per bushel in the fall, will bring as much as if kept till spring and sold at \$1.00. And as much money will be realized on wheat at \$1.25 at harvest as at \$1.50 the next June. On potatoes it is estimated that between October and June one-third is lost, considering both shrinkage and decay.

# Contents of Corn Cribs.

Corn in the Ear Computed at 4,300 Cubic Inches to the Bushel. Height of Crib, 10 Pt.

Ith.						LE	NGTH O	F CRIB	•					
Width.	10	11	12	13	14	15	16	18	20	22	24	26	28	30
34567	121	133	145	157	169	181	193	217	241	265	289	313	338	364
	161	177	193	209	225	241	257	289	322	354	386	418	450	484
	201	221	241	261	281	302	322	362	402	442	482	523	563	603
	241	265	289	314	338	362	386	434	482	541	579	627	675	724
	281	309	337	365	393	421	450	506	562	618	674	731	787	843
8 9 10	322	354	386	419	451	483	515	580	644	708	773	837	902	96
	362	398	434	471	507	543	579	652	724	796	869	941	1011	108
	402	442	482	523	563	603	643	724	804	884	965	1045	1125	120

**Measuring Corn in the Crib.**—All rules for measuring corn can only be approximately correct, as the amount of shelled corn that can be obtained from a bushel of ears varies. The general estimate is one bushel of shelled corn to two bushels of ears. The following rules will be sufficiently accurate :—

1. Multiply together the length, breadth and height of the crib inside the rail, and the product thus obtained by four-tenths; the result will be the number of bushels of shelled corn; or,

2. Multiply together the length, breadth and height of the crib inside the rail, and divide the product by 2.5, the result will be the number of bushels of shelled corn. The above rules will give *exactly* the same results.

3. Multiply the number of cubic feet in the crib by 1728, and divide the product by 4,300; the result will be the number of bushels of shelled corn. REMARK .- If the corn crib be flaring, level the corn and take the meas-

urement of width at half the depth of corn in the crib.

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Measurement of Hay .- Multiply the length, width, and depth together to ascertain the number of cubic feet in the mow or stack.

One rule cannot be given for all circumstances, as the condition or kind of hay varies in density. Under ordinary circumstances 500 cubic feet of clover and timothy hay will make a ton. Fine, new-mown hay, like red-top or herdsgrass will not require quite 500 cubic feet. Timothy alone requires about 550 cubic feet; clover, 650; coarse meadow hay, about 700 or more. After being stacked 30 days, the bulk will be decreased from five to ten per cent.

To find the cost of any number of pounds of hay when the price per ton is given, multiply one half the price per ton by the number of pounds and divide the product by 1000.

Box Measurement.-A box 16 by 161/3 inches and eight inches deep, will contain a bushel, or 2150.4 cubic inches, each inch in depth holding A box 24 by 11.2 inches and 8 inches deep, will also contain one gallon. a bushel, or 2150.4 cubic inches, each inch in depth holding one gallon. A box 12 by 11.2 inches and eight inches deep, will contain a half bushel, or 1075.2 cubic inches, each inch in depth holding half a gallon. A box 8 by 8.4 inches and 8 inches deep, will contain half a peck, or 298.8 cubic inches. The gallon dry measure. A box 4 inches square and 4.2 inches deep, will contain one quart, or 67.2 cubic inches.

Barrel or Cask Measurement.-Multiply the square of the mean diameter (in inches) by the length of the barrel (also in inches), divide this product by 29.5 and point off one figure to the right; the result will be the answer in wine gallons.

To find the mean diameter, we add together the greatest and least diameters and divide by two.

Capacity of Cisterns .-- For a circular cistern, take the diameter in feet, square that and multiply by .785398; that gives the area in feet; multiply this by 1.728 and divide by 231, and you will have the number of gallons capacity of one foot in depth of the cistern; from this calculate the depth.

If for a square cistern, multiply length by breadth, and proceed to multiply the result by 1.728 and divide by 231, as before.

In calculating the capacity of cisterns, etc., 311/2 gals. are estimated to one barrel, and 63 gals. to one hogshead.

Capacity of Wagon Bed.-Multiply the length inside in inches by the breadth inside in inches, and that again by the depth inside in inches, and divide the product by 2,150.42 (the number of cubic inches in a bushel), and the quotient will be the capacity in bushels. Should the head and tail boards, or either of them, be set in beveling, add the top and bottom lengths together and divide by two for the mean length, and proceed by the foregoing rule. Should the sides be sloping, add the top and bottom widths, and divide by two for the mean width, and proceed as by the foregoing. Should the contents be required in cubic feet, divide the product by 1,728 (the number of cubic inches in a cubic foot), instead of 2,150.42, and the quotient will be the contents in cubic feet.

# How to Read Gas Meters.



Directions for Taking the Register.—Read from left hand dial to right, always taking the figures which the index hands have passed; namely, By above dials register 135, adding two cyphers for hundreds, making 13,500 feet registered. Subtract your last month's register from this, and you have the amount of gas consumed.

Capacity of Apple or Potato Bin.—Multiply the length, breadth and depth together (all in feet), and this product by 8, pointing off one figure in the product for decimal.

Number of Shingles in a Roof.—Multiply the number of square feet by 8, if the shingles are exposed 4½ inches, or by 7 1-5 if exposed 5 inches. To find the number of square feet, multiply the length of the roof by twice the length of the rafters.

Measuring Weight of Live Cattle.—Multiply the number of feet girth just behind the shoulder-blade, by the length in feet from the tail to fore part of shoulder-blade, and multiply this result by 11 if the girth is less than 3 feet; by 16 if the girth is from 3 to 5 feet; by 23 if f.om 5 to 7; by 31 when from 7 to 9.

**Timber Measurement.**—To find how large a square timber can be hewn from a given log. The following is the rule used by lumbermen :—

Take  $\frac{2}{3}$  of the mean diameter, and this will be equal to one side of the square.

How large a square timber can be hewn from a log 18 in. in diameter at one end and 24 in. at the other?

# $\frac{18+24}{2} = 21 = mean \text{ diameter.}$ $\frac{21 \times 2}{3} = 14$

Ans. 14 in.

Ans. 192 ft.

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To find how many feet of square-edged inch boards can be sawed from a round log of given diameter and length.

The following is Doyle's rule :---

From the diameter in inches subtract 4 and square the remainder ; this last result will be the number of feet of boards yielded by a log 16 feet long.

How many feet of boards will a log 12 feet long and 20 in. in diameter make?

$$\frac{16 \times 16 \times 3}{4} = 192$$

We multiply by  $\frac{3}{4}$  since the length of the log is  $\frac{3}{4}$  of 16, and hence it will yield  $\frac{3}{4}$  as much.

Land Measurement.—A township contains 36 sections, each a mile square.

A section, 640 acres.

A quarter section, half a mile square, 160 acres.

An eighth section, half a mile long, north and south, and a quarter of a mile wide, 80 acres.

A sixteenth section, a quarter of a mile square, 40 acres.

The sections are numbered one to thirty-six, commencing at the north-east corner, thus :---

6	5-		3	2	<u> </u>
7	8	-9		11	12
	17	-16	15	14	13
	- 20	-21	22	23	24
30	29	-28-	-27	26	25
		- 33	-34	-35-	36

The sections are all divided in quarters, which are named by the cardinal points. The quarters are divided in the same way. The description of a 40-acre lot would read: The south half of the west half of the south-west quarter of section I in township 24, north of range 7 west, or as the case might be; and sometimes will fall short, and sometimes overrun the number of acres it is supposed to contain.

To Lay off Small Lots of Land.—Farmers often desire to lay off small portions of land for the purpose of experimenting with different crops, fertilizers, etc. To such the following rules will be useful: -

One acre contains 160 sq. rods; 4,840 sq. yds.; 43,560 sq. feet. To measure off-

One	acre,	measure	208.71	feet	on	each	side.	
One-half	**	"	147.58	" "	"	""	"	
One-third	"	"	120.50	"		66	""	
One-fourth	"		104.36	**	**	"	"	
One-eighth		"	73.79	"	"	"	"	

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# Table of Wages per Month.

Calculated on Basis of 26 Days to the Month.

WHE erectio by local l tures to m that may is that ge and which ter consists of are found in fo By the co but every man he neglected t recovering dan others, but he mitted by his This doc States, viz. : ] Jersey, Delaw In Nor and Mississipp

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DAYS.	\$5 00	\$6 00	\$7 00	\$8 00	\$9 00	\$10 00	\$12 00	\$14 00	\$16 00	\$18 00	\$25 00
r	19	23	27	31	35	39	46	54	61	69	96
2	39	46	54	62	60	77	92	I 08	I 23	I 38	1 92
3	58	69	81	02	1 04	1 16	I 39	1 62	1 84	2 08	2 88
4	77	93	1 08	1 23	I 39	I 54	1 85	2 16	2 46	2 77	3 85
5	96	1 15	I 35	I 54	1 73	1 92	2 31	2 60	3 08	3 46	4 81
6	I 16	I 38	1 62	I 85	2 08	2 31	2 77	3 23	3 69	4 15	5 77
	T 35	1 62	I 80	2 16	2 42	2 60	3 23	3 77	4 31	4 85	. 6 73
78	I 54	1 85	2 16	2 46	2 77	3 08	3 69	4 31	4 92	5 54	7 69
9	I 73	2 08	2 43	2 77	3 12	3 46	4 16	4 85	5 54	6 23	8 65
10	1 92	2 31	2 60	3 08	3 46	3 85	4 62	5 39	6 15	6 93	9 61
II	2 12	2 54	2 96	3 39	3 81	4 23	5 08	5 92	6 77	7 62	10 58
12	2 31	2 76	3 23	3 69	4 16	4 62	5 54	6 46	7 38	8 31	11 54
13	2 50	3 00	3 50	4 00	4 50	5 00	6 00	7 00	8 00	9 00	12 50
14	2 69	3 23	3 77	4 31	4 85	5 39	6 46	7 54	8 61	9 69	13 46
15	2 80	3 46	4 04	4 62	5 19	5 77	6 92	8 08	9 23	10 38	14 42
16	3 08	3 60	4 31	4 92	5 54	6 15	7 39	8 62	9 84	11 08	15 38
17	3 27	3 92	4 58	5 23	5 89	6 54	7 85	9 16	10 46	11 77	16 35
18	3 46	4 16	4 85	5 54	6 23	6 92	8 31	9 69	11 08	12 46	17 31
19	3 66	4 39	5 12	5 85	6 58	7 31	8 77	10 23	11 69	13 15	18 27
20	3 85	4 62	5 39	6 16	6 92	7 69	9 23	10 77	12 31	13 85	19 23
21	4 04	4 85	5 66	6 46	7 27	8 08	9 69	11 31	12 92	14 54	20 10
22	4 23	5 08	5 92	6 77	7 62	8 46	10 16	11 85	13 54	15 23	21 15
23	4 43	5 31	6 19	7 08	7 96	8 85	10 62	12 39	14 15	15 93	22 13
24	4 62	5 54	6 46	7 39	8 31	9 23	11 08	12 92	14 77	16 62	23 08
25	4 81	5 77	6 73	7 60	8 66	9 62	11 54	13 46	15 38	17 31	24 04
26	5 00	6 00	7 06	8 00	0 00	10 00	12 00	14 00	16 00	18 00	25 00

# Table of Wages by Day or Week.

From 75 Cents to \$3.00 per Day.

DAYS,	\$0 75	\$1 00	\$1 25	\$1 50	\$1 75	\$2 00	\$2 25	\$2 50	\$2 75	\$3 00
1/4	19	25	31	38	44	50	56	62	63	75
1/2	38	50	63	75	44 88	1 00 I	III	1 26	I 35	I 50
1/4 1/2 3/4	56	75	94	1 13	1 31	I 50	1 69	I 88	2 03	2 25
ĩ	75	I OO	1 25	I 50	I 75	2 00	2 25	2 50	2 75	3 00
2	I 50	2 00	2 50	3 00	3 50	4 00	4 50	5 00	5 50	6 00
3	2 25	3 00	3 75	4 50	5 25	6 00	6 75	7 50	8 25	9 00
4	3 00	4 00	6 00	6 00	7 00	8 00	9 00	10 00	II OO	12 00
	3 75	5 00	6 25	7 50	8 75	10 00	11 25	12 50	13 75	15 00
56	4 50	6 00	7 50	0 00	10 50	12 00	13 50	15 00	16 50	18 00

Note.—Any rate of labor can be readily computed by adding to the sum at \$1.75 any less amount. For instance, suppose \$3.25 per day is the sum required, add to the \$1.75 the amount at \$1.50 per day, because \$1.75+\$1.50 makes \$3.25.

# Hotel and Boarding-House Table.

Giving the Amount of Every or Any Day from 1 to 7 at \$2 to \$9 per Week.

DAYS.	\$2 00	\$2 50	\$3 00	\$3 50	\$4 00	\$4 50	\$5 00	\$6 00	\$7 00	\$8 00	\$9 00
I	29	36	43. 86	50	57	64	71	86	1 00	1 14	1 20
2	57 86	71	86	I 00	1 14	1 29	I 43	1 71	2 00	2 29	2 57
3	86	1 07	1 29	I 50	1 71	I. 93	2 14	2 57	3 00	3 43	2 57 3 86
4	I 14	I 43	1 71	2 00	2 29	2 57	2 86	3 43	4 00	4 57	5 14
5	I 43	I 79	2 14	2 50	2 86	3 21	3 57	4 29	5 00	5 71 6 86	6 43
6	1 71	2 14	2 57	3 00	3 43	3 86	4 29	5 14	0 00		7 73
7	2 00	2 50	3 00	3 50	4 00	4 50	5 00	6 00	7 00	8 00	3 00

FENCES AND FENCE LAWS.

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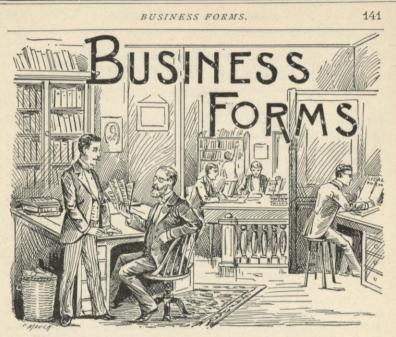
HE erection and repair of boundary and division fences is generally regulated by local laws, and there is no doubt of the authority of the State legislatures to make enactments for this purpose. There are two kinds of law that may apply to this subject; common law and statute law. The former is that general law which our forefathers brought with them from England, and which prevails in the absence of express statutory enactment. The latter consists of the various statutes which each legislature may enact, and which are found in force in some form in most of the United States.

By the common law, no man was bound to fence against the cattle of others, but every man was bound to restrain his own beasts at his peril. If, therefore, he neglected to confine them to his own land, he was not only precluded from recovering damages for any injury they might sustain by going on the land of others, but he was himself liable to make compensation for the trespass committed by his cattle.

This doctrine of the common law is recognized in each of the following States, viz. : Maine, Massachusetts, New Hampshire, Vermont, New York, New Jersey, Delaware, Maryland, Kentucky, Minnesota, Indiana, Michigan, and Ohio,

In North and South Carolina, California, Georgia, Texas, Missouri. and Mississippi, the rule of the common law has never been recognized, and the owner of animals is under no obligation to fence them in, while the occupant of land must, at his own peril, fence them out. In Pennsylvania, Iowa, and Illinois, no one is bound either to fence in or fence out animals.

In most of the American States, as in Michigan, the owner of lands is not bound to fence along the highway, but the occupants of adjoining lands are required by statute to erect and maintain suitable division or partition fences so long as both parties continue to cultivate their lands. The statutes, in many cases, prescribe what shall be deemed a suitable and sufficient fence; in others, the sufficiency of the fence is a matter to be determined by proof. As to the portion of the division fence which each of the adjoining occupants shall maintain, there are various provisions. In most of the States, as in Michigan, the parties may agree upon their respective portions, and such an agreement will be But it often happens that the parties are unable or unwilling to agree, binding. and in these cases provision is made by the statutes to refer the question to some In Michigan, in such cases, either party may proper officer for determination. call upon two or more "fence-viewers" (the overseers of highways of the several townships being ex-officio fence-viewers) who are required to proceed to view the premises and make a proper division. If, after such a division, either party shall refuse to erect or maintain his portion of the fence, the other party may erect it and recover double its value of the defaulting party. If either party determines no longer to improve his lands, he may give (six months in Michigan) notice to the other, and is not thereafter compelled to maintain the fence. The statutes generally provide also that in case a party shall receive damage by beasts trespassing owing to his own failure to erect or maintain any portion of fence which had been appropriated to him, he shall not be entitled to recover any damages for such trespass.





LL desire to transact business in a business-like manner, and in order to accomplish this it is necessary to become familiar with certain forms adopted by both the Legal and the Commercial world.

> It seems unnecessary to give instruction regarding the form of a Bill of Goods, a Note, or a Receipt; yet from specimens in our possession we are led to believe that a study

of even these simple forms will be beneficial to a large class.

The more complicated forms are not so often used in ordinary business, and yet it is sometimes most important that they be exact and explicit. This treatise has been compiled with a view to supplying all these various necessities, and will be found of great value.

The law relating to these forms will be found in another department, under the head of Commercial Law. We have endeavored to make both these departments so complete that they will meet the demands of any ordinary business.



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142 BUSINESS FORMS. [BILL NOT RECEIPTED.] Prof. M. Devlin Jackson, Mich., Aug. 4, 1882. Bo't of M. Smith 3 doz. Door Locks, @ \$6 -----18 2 " Hand Saros, " 16 ..... 32 8 " Gate Minges, " 7 ...... 21 71 [BILL RECEIPTED BY CLERK.] Mr A. Winter Chicago, Ill., May 4, 1882. To Norve & Porvers, D" Apr. 4 To 4 doz. Books, @ \$24 ...... 96 . 18 " 5 " Blanks, " 1 ...... 5 101 Received Payment, Howe & Powers, for Jones. [ BILL SHOWING CREDIT ENTRY AND BALANCE.] S. C. Kimball Flint, Mich., June 3, 1882. To A. C. Parsons, D. Jan. 4 To Parsons' Book-Keeping ..... " Mand=Book ..... 4 50 6 50 19 " Feb. 19 By School Desk Castings ..... . Bal. Due ..... 8 50

144 BUSINESS FORMS. [BANK CHECK.] \$900 Kalamazoo, Mich., Dec. 2, 1882. \$110. minual KALAMAZOO GITY BANK Pay to George Forrey, or bearer, \$12 One Hundred and Ten Dollars W. L. Eatons per ce No. 40. \$50 [SIGHT DRAFT.] Three Rivers, Mich., June 7, 1882. \$300. At sight, pay to the Order of E. 33. \$ Smith, Three Hundred Dollars, and charge to the account of S. H. Roberts. No. 35. Go J. D. HUNTLEY, QUSKEGON, QIGH. 0000 [ BANK DRAFT.] Exchange Bank of Battle Greek. \$1900. Battle Creek, Mich., July 3, 1883. Day to the order of J. E. White, One Thousand Mine Mundred Dollars W. C. Gages No. 20. Cashier. To City Bank, Kalamazoo, Mich Note .- A Sight, or Time Draft, is used for making collections, while a Bank Draft, or Inland Bill of Exchange, is the Banker's Check for money he has deposited with other banks, subject to his order.

# BUSINESS FORMS.

[ NOTE NEGOTIABLE BY INDORSEMENT.]

\$900. Ann Arbor, Mich., May 16, 1882. Thirty days after date, for value received, I promise to pay W. A. Hatch or order Nine Hundred Dollars with interest at ten per cent. per annum, payable annually. George Moore.

# [NOTE PAYABLE ON OR BEFORE A CERTAIN DATE.]

Battle Creek, Mich., May 27, 1882. \$125.50. On or before the first day of January, 1884, I promise to pay E. S. Walker or order One Hundred and Twenty-five  $\frac{50}{100}$  Dollars with interest at ten per cent., payable annually. John D. Morton.

# NOTE NEGOTIABLE BY DELIVERY.

Battle Creek, Mich., June 7, 1882. \$50. One year after date I promise to pay to James Brown or bearer Fifty Dollars with interest at ten per cent. Henry Smith.

## [NON-NEGOTIABLE NOTE.]

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Albion, Mich., Sept. 4, 1882.

Nine months after date, for value received, I promise to pay J. W. Sheldon Fifty Dollars with interest at ten per cent. James Brown.

#### [JOINT AND SEVERAL NOTE.]

\$40.

Marshall, Mich., Sept. 2, 1882. Sixty days after date, for value received, we jointly and severally promise to pay to J. E. White or order Forty Dollars, with interest. George Bullard, G. J. Wright.

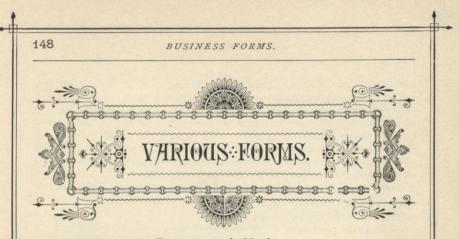
# [JOINT NOTE TO BEARER, INTEREST AFTER DUE.]

Battle Creek, Mich., June 5, 1882. \$70. Ninety days after date we promise to pay to W. C. Clapp or bearer Seventy Dollars. Value received. C. W. Ston ... U. Smith.

# [FORM OF NOTE FOR INDIANA.]

La Grange, Indiana, Sept. 4, 1882. \$90. On demand, for value received, I promise to pay M. R. Gardner Ninety Dollars, with interest, payable without any relief whatever from valuation or Benj. Ellison. appraisement.

147 BUSINESS FORMS. INEGOTIABLE NOTE, WITH ENDORSEMENT.] REERSERSERSERSERSE 37 5 5 5 50 50 50 Se. COUTER CONTRACT A Rest Battle Creek, Mich., Jan. 1, 1883. \$200. R R R R R R R R R One year from date I promise to pay シーの一条 to John M. Wilson, or order, Two Mundred Dollars, with interest at ten per cent. until paid. R [ENDORSEMENTS ON NEGOTIABLE NOTE.] Pay to W. A. White, to apply on my note to him. Pay to Frank N. Peters. John H. Wilson Pay to Exchange Bank, John H. Wilson Fohn H. Wilson (Endorsement on Special Account.) (Endorsement without recourse) (Endorsement for Collection.) John H. Wilson. John H. Wilson. for Collection. Endorsement in blank.) (Special Endorsement.) Without Recourse. FOREIGN BILLS OF EXCHANGE.] 1. EXCHANGE FOR 2300. Sixty Days after sight, of this our FIRST OF EXCHANGE (second and third of the same tenor and date un-paid), pay to the order of Chas. J. Robinson, Three Hundred Pounds Sterling, value received, and charge the same to First National Bank. To the Union Bank of London, No. 210. London, England. Note.—It is customary for the banker to issue Bills of Exchange in sets of three, nearly alike, and numbered one, two and three. One of these is given to the purchaser, and the other two are forwarded by different mails to the bank on which they are drawn.



# Protest and Notice.

Be if Known. That on the day of the date hereof, at the request of G. J. French, of Kalamazoo, the holder of the original note of which a true copy is hereunto annexed, I, the undersigned, Notary Public for the State of Michigan, by lawful authority duly commissioned and sworn, residing in the City of Kalamazoo, presented the same, during the usual hours of business for such purposes, at the place of business of the maker, to a proper person there duly acting and attending, and competent to give answers, and demanded payment thereof, which was refused, and answer was made that the maker of said note was not within, and that there were no funds provided there for its payment.

( IETEIIIIOII. I, the said Notary, at the request aforesaid, HAVE PROTESTED, and do hereby solemnly PROTEST, against all persons and every party concerned therein, whether as Maker, Drawer, Drawee, Acceptor, Payer, Indorser, Guarantee, Surety, or otherwise howsoever against whom it is proper to protest, for all Exchange, Re-exchange, Costs, Damages and Interest, suffered and to be suffered for want of payment thereof :-- Of which demand and refusal I duly notified G. L. Townsan, the indorser thereof.

Thus Done and Protested, at Kalamazoo, aforesaid, the nineteenth day of Jan., 1882.

L. N. BURKE, Notary Public.

SEAL.

# Notice to Indorser.

KALAMAZOO, JAN. 19, 1882.

Payment of a certain Promisory Note drawn by W. Murray in favor of yourself, and by you indorsed, dated Nov. 16, 1882, for Five Hundred Dollars, delivered to me for Protest by G. J. French, the holder, being this day due, demanded, and refused, you will be looked to for payment, of which you hereby have Notice. L. N. BURKE, Notary Public.

To G. L. TOWNSAN.

# Power of Attorney.

Know all Qen by these Presents, That I,.....

....., County of ....., and State of ..... of \_\_\_. ....., have made, constituted, and appointed, and by these presents do 

County of....., my true and lawful attorney, for me, and in my name, place, and stead, and in my behalf, to (here insert the things which the attorney is to do); giving and granting unto my said attorney, full power and authority generally to do and perform all and every act whatsoever requisite or proper to effectuate all or any of the premises, with the same powers and to all intents and purposes with the same validity, as if I were personally present, hereby ratifying and confirming whatsoever my said attorney shall and may do by virtue hereof in the premises.

In Witness Whereof, I have hereunto set my hand and affixed my seal, this eighteenth day of September, in the year of our Lord 18...

Signed, Sealed and Delivered		
in the presence of	1	SEAL.
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A Power of Attorney to execute a deed must be given under seal, and be acknowledged by both husband and wife, and must be done in the name of the principal. Upon the death of the principal, the authority delegated by power of attorney ceases, and all subsequent acts under it are void. The authority intended to be conferred should be expressed in clear and intelligible terms, and be properly executed, attested, and acknowledged.

# Bill of Sale.

**RHITTED ATH WEIT BUT HITTER PRESENTS**, that I, G. M. Devlin, of Jackson, for and in consideration of the sum of Five Hundred Dollars to me in hand paid by W. F. Parsons, of the same place, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have bargained, sold, and delivered, and by these presents do bargain, sell, and deliver unto the said W. F. Parsons, one team of horses, one dark bay and one chestnut.

To have and to hold the said goods unto the said W. F. Parsons, his executors, administrators and assigns, to his and their own proper use and benefit forever. And I, the said G. M. Devlin, for myself and heirs, executors and administrators, will warrant and defend the said bargained premises unto the said W. F. Parsons, his executors, administrators, and assigns, from and against all persons whomsoever.

Witness my Hand and Seal, this tenth day of March, 1882.

Sealed and Delivered in the presence of G. J. FRENCH.

G. M. DEVLIN.

SEAL.

A Bill of Sale is a written agreement by which a party transfers to another, for a consideration on delivery, all his right, title and interest in personal property.

# Contract.

**Chis Anrequittent**, Made this first day of January, 1879, between M. Dennis, of Kalamazoo, and W. French, of Pavilion, *Witnesseth*, that the 'said M. Dennis covenants and agrees, faithfully, truly and diligently, to work for the said W. French, as his farm hand, on the farm of the said W. French or such other

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### Articles of Co-Partnership.

Artifies of Anticement, made and concluded this first day of January, in the year A. D. One Thousand Eight Hundred and Eighty-Two, between H. Parsons of the first part, and C. D. Smith of the second part, both of the City of Jackson, County of Jackson, State of Michigan. The said parties have agreed, and by these presents do agree, to associate themselves as co-partners, for the purpose of carrying on the General Dry Goods Business, on the following terms, to the faithful performance of which they mutually bind and engage themselves, each to the other, his executors and administrators :--

I. The name, style, and title of such partnership shall be H. Parsons & Co., and it shall continue three years from the date hereof, except in case of the death of either of the said partners within the said term.

2. That the said H. Parsons contribute, as his share of the joint stock, merchandise valued at Twelve Thousand Dollars, and the sum of Five Thousand Dollars in cash; and that the said C. D. Smith contribute the sum of Four Thousand Dollars in cash.

3. All profits which may accure to the said partnership shall be divided, and all losses happening to the said firm, whether from bad debts, depreciation of goods, or any other cause or accident, and all expenses of the business, shall be borne by the said parties, in the proportion of three-fourths by the said H. Parsons, and of one-fourth by the said C. D. Smith.

4. The said H. Parsons and C. D. Smith shall devote and give all their time to the business of said firm, and use their utmost endeavors, to the best of their skill and ability, to conduct the business for their mutual advantage, and will not, within the period above named, engage in any other trade or business to their private emolument or advantage.

5. That books of accounts shall be kept, in which shall be entered a full and exact account of all purchases, sales, transactions, and accounts of said firm, and which shall always be open to the inspection of both parties, and their legal representatives respectively. An account of stock shall be taken, and an account between the said parties shall be settled, once in every year, and as much oftener as either may, in writing, request.

6. Neither party shall assume any obligation or liability, verbal or written, either in his own name or in the name of the firm, for the accommodation of any other person or persons whatsoever, without the consent, in writing, of the other party; nor shall either party lend any of the funds of the co-partnership without such consent of the other partner.

7. No large purchase shall be made, or any transaction out of the usual course of the dry goods business undertaken, by either of the partners, without previous consultation with, and the approbation of, the other partner.

8. The said H. Parsons shall not withdraw from the funds or joint stock of the firm more than the sum of Eighteen Hundred Dollars per annum, nor more than Three Hundred Dollars in any one month; and the said C. D. Smith shall not withdraw more than the sum of Eight Hundred Dollars per annum, nor more than One Hundred Dollars in any one month. Each (or neither) party shall be allowed interest on his share of capital invested; and if, at the expiration of the year, a balance of profits be found due to either partner, he shall be at liberty to withdraw said balance, or to leave it in the business, provided the other partner consent thereto.

9. At the expiration of the aforesaid term, or earlier dissolution of partnership, the stock or its proceeds, after paying the debts of the firm, shall be divided in the proportion of five-sixths to the said H. Parsons, and of one-sixth to the said C. D. Smith; but, if the said parties or their legal representatives cannot agree in the division of stock then on hand, it is hereby agreed that the matter shall be referred to the arbitration of H. L., C. H., and D. F. (or three competent disinterested persons, selected as may be arranged); and what they shall direct and determine therein shall be binding and conclusive upon all concerned.

10. And it is further agreed, for the faithful performance of the aforesaid articles of agreement, that either party, in case of any violation of them, or either of them, by the other, shall have the right to dissolve this co-partnership immediately upon becoming informed of such violation.

In Willings Where and year above written.

Executed and delivered

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1 the	pres	sence of	1
G.	М.	DEVLIN,	
F.	М.	SIBLEY.	

H. PARSONS.	SEAL.
C. D. SMITH.	SEAL

# Notice of Dissolution.

The Copartnership heretofore existing between H. Parsons and C. D. Smith under the firm of H. Parsons & Co., is this day dissolved by mutual consent. The business will be continued by H. Parsons, who is authorized to settle

the accounts of the late firm. Feb. 1, 1882.

H. PARSONS.C. D. SMITH.

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#### Form of Lease.

This Agreement Willesselly, That W. F. Parsons doth hereby let unto G. M. Devlin, that certain house and lot situated No. 148 Main Street, Village of Kalamazoo, and State of Michigan, for the term of one year from the first day of March, 1882, at the rent of Six Hundred Dollars per year, to be paid in quarterly portions in advance. And the said G. M. Devlin doth hereby, for his heirs, executors, and administrators, covenant and promise to pay to the said W. F. Parsons or his assigns the said rent in the proportions aforesaid ; and the said G. M. Devlin, his executors, and administrators, shall and will not, at any time during the said term, let or demise, or in any manner dispose of, the hereby demised premises, or any part thereof, for all or any part of the term hereby granted, to any person or persons whatever, nor occupy or use the same in any other manner than as a private dwelling, without the consent and approbation, in writing, of the said W. F. Parsons or his assigns, first had for that purpose; and at the expiration of the said term yield up and surrender the possession of the said premises, with the appurtenances, unto the said W. F. Parsons or his assigns, in the same good order and condition as the same now are, reasonable wear and tear thereof, and accidents happening by fire or other casualties, excepted.

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It is hereby further agreed, that if the above-named G. M. Devlin should continue on the above-described premises after the termination of the above contract, then this contract is to continue in full force for another year, and so on, from year to year, until legal notice is given for a removal.

It Williess Wifercolf, The said W. F. Parsons and G. M. Devlin have hereunto set their hands and seals, the first day of March, One Thousand Eight Hundred and Eighty-Two.

Sealed and Delivered in the presence of H. M. HOLCOMB.	W. F. PARSONS.	SEAL.
	G. M. DEVLIN.	SEAL.

# Landlord's Notice to Quit for Non-Payment of Rent.

SIR: Please take notice that you are hereby required to surrender and deliver up possession of the house and lot known as No. 148 Main Street, which you now hold of me, and to remove therefrom on the first day of March next, or at the expiration of the current year of your tenancy.

Dated at Kalamazoo, February 1, 1882. H. PARSONS, To Mr. C. D. SMITH. LANDLORD.

#### Notice to Quit by the Tenant.

Please take notice that on the first day of March next I shall quit possession and remove from the premises I now occupy known as house and lot No. 148 Main Street, in the Village of Kalamazoo.

Dated at Kalamazoo, February 10, 1879. C. D. SMITH. To Mr. H. PARSONS.

# Form of Bond.

Rittutt all Octif bit firest Presents, That I, Julius C. Burrows, in the County of Kalamazoo and State of Michigan, am held and firmly bound unto William H. McCourtie, of Kalamazoo, in the County of Kalamazoo, and State aforesaid, in the sum of Five Thousand Dollars, lawful money of the United States, to be paid to the said William H. McCourtie, or his certain attorney, executors, and administrators, or assigns; to which payment, well and truly to be made and done, I do bind myself, my heirs, executors, and administrators, and every one of them, firmly by these presents. Sealed with my seal, and dated the tenth day of March, Anno Domini, One Thousand Eight Hundred and Eighty-Two.

The condition of this obligation is such, that if the above bounden Julius C. Burrows, his heirs, executors, administrators, or any of them, shall and do well and truly pay or cause to be paid unto the above-named William H. Mc Courtie, his executors, administrators, or assigns, the just and full sum of Five Thousand Dollars, lawful money aforesaid, with legal interest for the same, on or before the first day of August next, without fraud or further delay, then the above obligation to be void and of none effect, or else to be and remain in full force and virtue.

Signed, sealed, and delivered

in presence of J. L. TOWNSAN.

JULIUS C. BURROWS.

SEAL

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second part, the receipt whereof is hereby confessed and acknowledged, do by these presents, grant, bargain, sell, remise, release, and forever QUIT-CLAIM unto the said party of the second part, and to his heirs and assigns, FOREVER, All that certain piece or parcel of land situate and being in the County of Calhoun and State of Michigan, and described as follows, to wit: The South-East quarter of Section Number Ten in Township Number Two, South of Range Number Six West, containing One Hundred and Sixty Acres of Land, be the same more or less, TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining ; TO HAVE AND TO HOLD the said premises as above described to the said party of the second part, and to his heirs and assigns, to the sole and only proper use, benefit and behoof of the said party of the second part, his heirs and assigns, Forever.

In Willings Whenever, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of FRANCIS A. STACE, JOHN E. FOGEY.

# SEAL. JAMES A. MINER. MARY S. MINER. SEAL (Form of acknowledgment same as in Discharge of Mortgage.)

# Another Form of Lease, with Security.

At is Benchu Agreed, Between Mathew Simpson, of Marengo, Washtenaw County, Michigan, party of the first party and Israel Hall, of Ann Arbor, in said County and State, party of the second part, as follows: The said party of the first part, in consideration of the rents and covenants herein specified, doth hereby Let or Lease to the said party of the second part the house and lot situate on West Ingalls St., in the said City of Ann Arbor and known as Number Thirty-One, for the term of three years from and after the First day of May, 1881, on the terms and conditions hereinafter mentioned, to be occupied for a dwelling house and in no case to be used for any business deemed extra hazardous on account of fire.

PROVIDED, That in case any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for the said party of the first part, his certain attorney, heirs, representatives and assigns, to re-enter into, re-possess the said premises, and the said party of the second part, and each and every other occupant to remove and put out.

And the said party of the second part doth hereby hire the said premises for the term of three years as above mentioned, and doth covenant and promise to pay to the said party of the first part, representatives and assigns, the monthly rent of Ten Dollars, payable in advance on the first day of each and every month during said term. And that he will not assign nor transfer this lease, or sub-let said premises, or any part thereof, without the written assent of said party of the first part.

AND ALSO, that he will at his own expense, during the continuance of this lease, keep the said premises and every part thereof in as good repair, and at the expiration of the term, yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted.

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And the said party of the first part doth covenant that the said party of the second part, on paying the aforesaid installments and performing all the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid.

The covenants, conditions and agreements, made and entered into by the several parties hereto, are declared binding on their respective heirs, representatives and assigns.

WITNESS our hands and seals this First day of May, 1881.

MATHEW SIMPSON.



L. S.

# ISRAEL HALL.

It **Consideration** of the letting of the premises in the foregoing instrument described, and for the sum of one dollar, to me paid, I do hereby become surety for the punctual payment of the rent and performance of the covenants in said instrument mentioned, to be paid and performed by the second parties therein named; and if any default shall at any time be made therein I do hereby promise and agree to pay unto the party of the first part named in said instrument, the said rent and arrears thereof that may be due, and fully satisfy the condition of said instrument, all dangers that may occur by reason of the non-fulfillment thereof, without requiring notice or proof of the demand being made.

WITNESS my hand and seal this First day of May, 1881.

I. C. KNOWLTON.

### Lease of Farm for Money Rent.

Ghis Judenhure, Made and executed at Athens, in the County of Calhoun, State of Michigan, on the First day of April, in the year of our Lord one thousand eight hundred and seventy-one, by and between Benjamin F. Bunn, of the Township of Athens of the first part, and George W. Mellen of the same place of the second part,

WITNESSETH, that the said party of the first part, has agreed to lease and to farm let, and does hereby lease and farm let; and the said party of the second part has agreed to take, and does hereby take, all the following described pieces or parcels of land situate and being in the Township of Athens, in the County of Calhoun, and State of Michigan, to wit: The East half of the North-West quarter of Section Number Fourteen and the West half of the North-East quarter of said Section Fourteen, for the term of three years, commencing on the first day of April, 1870, and ending on the first day of April, 1873. And for and in consideration of the aforesaid term of rent of the said premises the said party of the second part promises to pay to the said party of the first part, his heirs, executors, administrators or assigns, the sum of Two Hundred and Fifty Dollars per year in lawful money of the United States of America, to be paid as follows, to wit: The first year's rent shall be paid in two equal semiannual payments, payable April 1, 1871, and July 1, 1872. The rent of the two following years shall be paid yearly on the first day of April. And as a further consideration of the aforesaid term of rent, of the said premises, the said party

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of the second part promises to pay all taxes, whether State, County, Township, School or Road taxes, or any other taxes that may be imposed on the whole or any part of the said premises, wood land as well as tillable land, and deliver to the said party of the first part, his heirs, executors, administrators or assigns, on the last day of each year, the proper and necessary receipts for all taxes that he may have paid during such year. The said party of the second part promises to keep the buildings and fences at all times in good order and repair, and that he will not sub-let the said premises or any portion thereof, nor assign nor transfer this lease to any person whomsoever, without written consent of the said party of the first part, his heirs, executors, administrators or assigns, endorsed on this (Insert here any other desired agreements.) The said party of the Indenture. first part gives the said party of the second part permission to cut, on the wood land of said farm, the timber that may be necessary for keeping the buildings and fences in repair, but for no other purpose whatever, excepting for the firewood necessary to be consumed on the said premises, which must always be cleanly cut next adjoining the said tillable land, in strips of not to exceed ten rods in depth across the whole width of the said premises as far as the wood land shall extend, heaping and burning the brush. And at the expiration of the said term of rent, the said party of the second part promises to surrender and give up the said premises, together with the buildings and fences in good order and repair, to the said party of the first part, his heirs, executors, administrators or assigns. And should the said party of the second part fail in any of the foregoing promises, conditions and obligations contained in this Indenture on his part, to be fulfilled, kept and performed, then this lease will become null and void, and the said party of the first part, his heirs, executors, administrators or assigns, may peaceably re-enter and take possession of the premises and property hereby rented, without any formal proceedings either at LAW OR IN EQUITY, and the said party of the second part hereby agrees to pay to the said party of the first part, his heirs, executors, administrators or assigns, all damage and loss, which he, they or any of them may suffer, by reason of any failure on the part of the party of the second part to faithfully carry out, observe and perform all the terms, covenants and conditions hereinbefore set forth.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of HIRAM STAUCER. MALIN W. HOBART.

# BENJAMIN F. BUNN. GEORGE W. MELLEN.



### Land Contract.

Article of Agreenselli, Made this First day of June, in the year of our Lord one thousand eight hundred and eighty-two, BETWEEN James B. Smith, of the City of Battle Creek, Michigan, of the first part, and Frank N. White, of the Township of Bedford, Calhoun County, Michigan, of the second part in the manner following :- The said party of the first part, in consideration of the sum of One Thousand Dollars, to him to be duly paid, hereby agrees to sell unto the said party of the second part, all that certain piece or parcel of land lying

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# Agreement to Cultivate Land on Shares.

**Ghis Anrequiett**, Made this First day of July, 1882, between Charles Rowe of Burlington, Calhoun County, Michigan, of the first part, Melvin M. Lee, of the same place of the second part, WITNESSETH :—That the said Melvin M. Lee agrees that he will break up, properly fit and sow with wheat, all that field of the said Charles Rowe, lying immediately North of the dwelling house of said Rowe in Burlington aforesaid and containing twenty acres or thereabouts, on or before the 25th day of September next; that when said crop, to be sown as aforesaid, shall be in fit condition, he will cut, harvest, and safely house it in the barns of said Rowe, and that he will properly thresh and clean the same and deliver one-half of the wheat, being the produce thereof, to the said Charles Rowe at said barns, on or before the 1st day of October, 1882.

It is understood between the parties that one-half of the seed is to be furnished by said Charles Rowe; that the said Lee is to perform all the work and labor in the premises or cause it to be done, and that the straw is to be equally divided between the parties within ten days after the wheat shall have been threshed as aforesaid.

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MELVIN M. LEE.	L. S. 1
CHAS. ROWE.	L. S. 1
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(This form may be readily altered to cover other fields or other crops, or both.)

### Contract for Building,

**Demograndum of Agreement**, Made this First day of June, 1882, between Smith McPherson, of Des Moines, Iowa, of the first part, and Henry Green, of the same place, of the second part.

The said party of the second part hereby covenants and agrees to and with the said first party to make, erect, build, and finish in a good, substantial, and workmanlike manner, on the lot owned by said first party in Des Moines, known as Lot 27 of Block 8, a two-story frame cottage dwelling house according to the plans and specifications hereto annexed, of good and substantial materials as provided for in said specifications (or if owner is to furnish materials, say : Of such materials as said first party may furnish and provide therefor) by the first day of September next.

And said first party covenants and agrees to pay to said second party therefor the sum of One Thousand Dollars, as follows: Two Hundred Dollars when the frame is up; Three Hundred Dollars when the building is enclosed, and the balance when the building is completed according to contract and accepted. (If owner is to furnish materials, insert this: Said first party also agrees that he will furnish and procure the necessary materials for said work, in such quantities and at such times as said second party shall or may reasonably require.)

The architect, Mr. J. H. Stanley, is hereby made the judge of the proper completion of said building according to contract.

of the United States, to me paid by said Francis M. Hilton, of Kalamazoo, Michigan, party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant and convey, unto the said party of the second part, his executors, administrators or assigns, all the right, title and interest which I have in and to the said invention as secured to me by said letters patent (or, for, to and in the States of Michigan and Ohio and in no other places)

TO HAVE AND TO HOLD the same unto the said party of the second part, his executors, administrators and assigns, as fully as the same were originally granted by letters patent of the United States to said Francis M. Hilton to the full end of the term thereof FOREVER. And the said party of the first part for himself and his heirs, executors and administrators, doth covenant and agree to and with the said party of the second part, his executors, administrators and assigns, to Warrant and Defend the above sale of said patent right, hereby made, unto the said party of the second part, his executors, administrators and assigns against all and every person or persons whatsoever.

In Williess Where the have hereunto set my hand and seal this First day of July, one thousand eight hundred and eighty-one.

Signed, sealed and delivered

in presence of A. B. Powell, Foster Pratt.

HENRY P. POTTER.

# Teacher's Contract.

It is Derretin Confirmented and Agreed, Between James M. Armstrong, Director of District Number Four, in the Township of Bedford, County of Calhoun, and State of Michigan, and Elias Glenn, legally qualified Teacher in said Township, that the said Elias Glenn shall teach the Primary School of said District for the term of five months, commencing on the Fifth day of October, A. D. 1881, and the said Elias Glenn agrees faithfully to observe and enforce the Rules and Regulations established by the District Board.

The said James M. Armstrong, in behalf of said District agrees to keep the School House in good repair, and to provide the necessary fuel, and to pay said Elias Glenn, for the said services as Teacher, to be faithfully and truly rendered and performed, the sum of Two Hundred and Fifty Dollars, the same being the amount of wages above agreed upon to be paid on or before the First day of April, 1882. PROVIDED, that in case the said Elias Glenn shall be dismissed from School, by the District Board, for gross immorality, for violation of this Contract, or shall have his Certificate annulled by the Superintendent of Schools, he shall not be entitled to any compensation from and after such annullment or dismissal.

Ju Milliess Multient, We have hereunto subscribed our names this First day of October, A. D. 1881.

JAMES M. ARMSTRONG, Director. ELIAS GLENN, Teacher.

Approved by

JOSEPH MERCER, Moderator. ELISHA CARPENTER, Assessor. 165

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# Revocation of Power of Attorney.

**FIRME ATT OPEN AND ALL SET PRESENTS**, That whereas, I, James E. White, in and by my letter of attorney bearing date July I, 1875, did make, constitute and appoint Frank A. Henderson my attorney, as by the said letter of attorney will more fully and at large appear:-

Now Know Ye, That I, the said James E. White, have revoked, countermanded and made void, and by these presents do revoke, countermand and make void the said letter of attorney above mentioned and all power and authority thereby given or intended to be given to the said Frank A. Henderson.

In Witness Whereof, I have hereunto set my hand and seal this 4th day of March, 1882.

In presence of JOHN WILSON, GEORGE BROWN.

JAS. E. WHITE.

E. SEAL.

To be acknowledged and recorded if power of attorney was so executed. - See subject of Agency.

# Subscription to Build Church or Bridge.

Up the Quidersigned, do severally promise and agree to pay to A. B., C. D., and E. F., the trustees of the First Presbyterian Society of Battle Creek, (or the Commissioners of Highways of the Township of Bedford,) the sums set opposite our respective names, on demand, (or as the terms of payment may be,) aforesaid, (or for the purpose of building a bridge across the Kalamazoo River on the Augusta road,) and we request the said Trustees (or Commissioners,) to contract for the building of said church (or bridge) and to build the same and to apply the sums of money hereto subscribed in payment thereof.

Witness our hands this First day of June, 1880.

NAMES.

#### AMOUNT.

# Proxy.

**Entrow all Open by these Presents**, That I, All honzo DeCassa, of \_\_\_\_\_\_\_, do hereby appoint Timothy Tompkins, of \_\_\_\_\_\_\_, my attoiney for me and in my stead, to vote as my proxy, at any election of (officer or officers) of the Company, according to the number of votes I should be entitled to cast if person-

ally present. Witness my hand and seal this First day of June, 1880.

L. S.

# Petition to Congress of the United States.

To the Honorable the Senate and House of Representatives of the United States, in Congress assembled:---

The petition of the undersigned citizens of....., in the State of , respectfully shows that (here state the subject matter of the petition). And your petitioners as in duty bound will ever pray, etc.

(Signatures.)

ALPHONZO DECASSA.

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### Petition to the State Legislature.

To the Honorable the Senate and House of Representatives of the State of \_\_\_\_\_\_, in Legislature convened:—

Your petitioners, the undersigned, would respectfully show that they are citizens and taxpayers of the County of....., in said State of...., that they are informed that a bill is about to be introduced for passage by your honorable body, providing that, etc., and that they believe the purpose of such bill to be detrimental to the best interests of the citizens of this State. Your petitioners therefore pray your honorable body not to pass said bill, etc.

And your petitioners will ever pray, etc.

### Petition to a Governor.

To his Excellency......, Governor of the State of ........, The petition of the subscribers, citizens of ......, in the County of ......, State of ......, respectfully shows that, etc. (as in the above forms.)

# Petition to a Common Council.

To the Honorable the Common Council (or the Mayor and Aldermen) of the City of-----:-

The petition of, etc. (as above).



General Form of a Will.

T,...., of the .....of ...., in the County of, ..... and State of ...... of the age of ..... years, and being of sound and disposing mind and memory, do make, publish and declare, this my last Will and Testament in manner following, that is to say :—

*First.*—I direct my executors hereinafter named, to pay out of my estate, as soon as possible after my decease all my just debts, together with the expenses of my last sickness and my funeral and testamentary expenses.

Second.—I give and bequeath to my wife ..... the sum of Five Thousand Dollars, to be received by her in lieu of dower and in full of all claim out of my estate.

Third.—I give and devise unto my son ..... all the real estate of which I may die seized; to have and to hold to him, his heirs and assigns, forever.

*Fourth.*—I give and bequeath to my daughter \_\_\_\_\_ my library, household goods, furniture and fixtures, and the sum of One Thousand Dollars in money.

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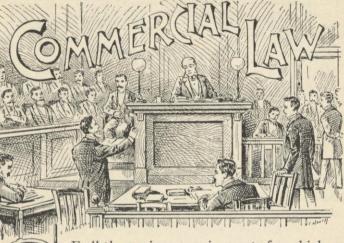
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F all the various acquirements for which we seek, there are probably none of more value than that which possesses us of an intelligent understanding of the laws that regulate business transactions in our land.

Especially is it important that we understand the laws of the State in which we live, as relating directly to the particular business in which we are engaged. Self-protection demands it as a necessity;

for those with whom we deal may take advantage of our ignorance, and furthermore, he who neglects this part of his education is deficient in the culture which this age of enlightenment demands; yet how often do we see, in people otherwise quite intelligent, this lack of knowledge made apparent by their inability to conduct properly even the most simple business transaction. It is for the dissemination of this needful knowledge that we deem this treatise invaluable.

Whether banker, farmer, or mechanic, a person should *know* that he acts in accordance with the laws that govern the commercial business world. He should know when he is, or is not, liable as party in any of the various forms of bills, writs, contracts, etc., illustrated in this department.



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The Law of Contracts, as Mr. Parsons says in his great work on that subject, in its widest extent may be regarded as including nearly all the law which regulates the relations of human life. Indeed, it may be looked upon as the basis of human society. All social life presumes it, and rests upon it; for out of contracts, expressed or implied, declared or understood, grow all right, all duties, all obligations and all law. Almost the whole procedure of human life implies, or rather is, the continual fulfilment of contracts.

A contract is an agreement between two or more parties, based upon a sufficient consideration, to do or not to do some particular thing.

#### Classification of Contracts.

The most general division of contracts is into *contracts by specialty* and *simple contracts*.

**Contracts by Specialty** are those which are reduced to writing and attested by the seals of the parties.

Simple Contracts are those not under seal, and may be *written* or *verbal*, *expressed* or *implied*. A contract, whether written or verbal, is an express contract when all of its terms are definitely agreed upon and stated.

An Implied Contract is one which the law will imply from the conduct and relations of the parties.

### Void Contracts.

Void Unless Written. There are certain contracts which the law has not seen fit to permit to rest entirely upon the recollection of the parties, but which it declares void unless the contract, or some note or memorandum thereof, be reduced to writing and signed by the party who is to be charged thereby. These are declared by what is known as the "Statute of Frauds," and are as follows:—

I. Contracts for the sale or conveyance of land or of any estate or interest therein; or for the exercise of any power, trust, or control over the same.

2. Contracts for the leasing of lands for a longer period than one year. (The period is longer in some States. (See Landlord & Tenant.)

Impossible Considerations.-If the contract be based upon a consideration impossible of performance, it cannot be enforced.

**Expressing the Consideration.**—The consideration of a written contract may not be always expressed in writing, although it is usually better to do so. A contract under seal is said to import a consideration, and none need be expressed.

### What Constitutes a Contract.

A contract is a "meeting of the minds" of the parties upon the subject matter. There is no contract, therefore, unless the parties thereto assent; and they must assent to the same thing in the same sense.

**Implied Assent.**—Assent may be sometimes implied. Thus: if a person purchase goods, knowing the price, he impliedly assents to that price; or if he permits another without objection, to perform valuable services for him under such circumstances as show that he expects compensation for the same, he will be held to pay what the services are reasonably worth.

The Contract Is Made therefore when the parties have agreed upon and stated its terms, and, when the law requires it, reduced them to writing. Unless required to be in writing, a verbal contract definitely stated and satisfactorily proved, is binding upon the parties; but because from lapse of time, or dishonest purpose, men's memories often differ as to the terms of a verbal contract, it is better *in all cases* where the matter is important, either to reduce the entire contract to writing, or else to make a memorandum of its terms, and have the writing signed by both parties.

The Writing Conclusive. The law presumes that when parties have made a contract and reduced it to writing, the writing contains the entire contract, and it will not permit a written contract to be altered, changed or suspended by proof that the parties had at that time or before agreed upon something different. All the prior and contemporaneous talk is presumed to be merged in the writing, and the law says *the written contract is the best evidence* of what the parties finally agreed upon. Parties must see to it that the writing contains the contract, and then abide by it.

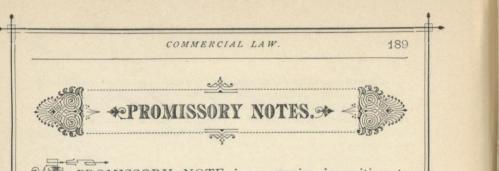
**Instances.** We cannot undertake to give the almost numberless cases in which a contract is, or may be, made. Some of the more important will be treated under the heads of Notes, Agency, Partnership, Landlord and. Tenant, etc., and we shall give a few special cases here.

An Offer to Sell property, or to do any other thing, becomes a contract if accepted before being withdrawn. A proposition made by letter is deemed to be accepted when the letter of acceptance is deposited in the post-office. An offer may be withdrawn at any time before it is accepted.

**A** Gift. A promise to make a gift of money or goods cannot be enforced; but if the gift has been already made, it cannot be revoked. The gift of an *infant*, however, like his other contracts, is voidable at his election, and he may recall it.

A Pledge is a contract by which one person deposits goods or chattels with another as security for some loan or engagement, and agrees that if he fails to pay the loan or perform the engagement, the other may upon reasonable demand and notice, sell the thing pledged and satisfy his claim from the proceeds.

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PROMISSORY NOTE is a promise in writing to pay a specified person at a specified time a certain sum of money, (and money only), without condition or contingency. A note payable to an uncertain person, or to "A or B," or out of a particular fund, or in an uncertain amount, or at an uncertain time, lacks the qualities of a promissory note.

The prevailing custom is to write *Value Received*, and it is usually best to do so, although not required by law.

## Kinds of Notes.

**Negotiable Note.**—A note is negotiable when the promise is made not only to the person named in it, but to his *order* or to *bearer*, and may be collected by whomsoever may be the legal holder of the note at the time of its maturity.

**Payable to Bearer.**—If a note be made payable to W. F. Parsons, or *bearer*, it may be collected by W. F. Parsons, or by any one who may hold or bear it, and is negotiable by mere *delivery*.

**Payable to Order.**—A note made payable to W. F. Parsons, or *order*, may be collected by any one to whom W. F. Parsons may order it to be paid. The order is commonly written upon the back of the note, and is called an endorsement. If W. F. Parsons simply wrote his name on the back of the note, it would be an endorsement in blank, and equivalent to "Pay to bearer," and would then be negotiable on delivery.

Not Negotiable.—A note made payable to W. F. Parsons only, is not negotiable, and is payable only to the party named, but may be transferred by assignment.

**Payable to Maker's Order.**—A custom prevails in the mercantile community of drawing notes payable to the maker's own *order*, with his endorsement for the purpose of facilitating their transfer without requiring the holder to endorse them.

A Produce Note is a written agreement to deliver specific articles to a specified amount. Like due-bills, produce notes are not assignable by mere endorsement. The maker of the note must be able to prove that he was ready at the proper *time* and *place*, and continued ready, to deliver the articles, or he may be compelled to pay their value in money. (See form.)

A Stock Note is one with which stocks or other property are delivered as security, which said stocks or other property the payee is authorized, by the terms of the note, to sell if the note is not paid when due.

When to be Given.-Notice should be given on the same day on which the note falls due, or the next day thereafter, otherwise the endorser will be discharged.

The Notice Should State that the bill or note was duly presented, and that payment was refused: and should contain a correct description of the note, so there can be no mistake in regard to its identity; it should also contain a declaration that the person to whom the notice is sent will be looked to for payment and indemnity.

Lost Note.—If a Promissory Note, or Bill of Exchange, has been lost or destroyed, payment must be demanded and notice given as if the note was still in possession.

The Right to Notice may be waived by an agreement of the endorser to that effect before the maturity of the paper. The endorser may write, "I waive notice."

**Protest.**—When a note is not paid by three o'clock on the day of its maturity, it is advisable to place it in the hands of a Notary for protest, as the protest is evidence that the note was properly presented for payment, and that payment was refused. The Notary will send the notice required. (See Form.)

To Fix the Liability of the Maker of a note, it is not necessary that there should be a demand, protest, or notice; but notice of non-payment, either verbal or written, but well authenticated, to the endorser, is necessary to hold him liable.

A Release of the Maker or of one joint maker, by the holder, is a discharge of all the endorsers.

#### Guaranty.

A Party Guaranteeing the payment of a note is not entitled to notice. Such guaranty is held to be an absolute promise to pay the note in any event if the debtor or maker does not.

A Guaranty of Collection, however, stands upon a different principle and requires proof that the party has used diligence in seeking to recover of the maker.

### Time of Payment.

If No Time of Payment Is Specified in a note, it is payable immediately.

**On Demand.**—A note made payable on demand is due immediately if the holder choose, but if made payable "one day from date," the payee is entitled to *three days* of grace, in States where days of grace are allowed on time bulls.

If a Note is Paid Before Due, and afterward comes into the hands of a *bona fide* holder for value, he can still claim full payment from the maker at maturity.

#### Amount to be Paid.

**Amount Specified.**—A negotiable note must specify the exact amount to be paid, and it must be in *Money*.

Loss of Option.—In all cases where a debtor has an option to pay the note in money or in specific articles, he can exercise that option up to the time

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when the note becomes due. But after the note is due, the creditor can insist upon payment in money only.

Amount Expressed in Figures and Words.—A negotiable bill usually expresses the amount in *figures* and *words*; and this is desirable, guarding against misconception or dispute.

Words Take Precedence.—If both figures and words are used, in case of doubt the words take precedence.

**Position.**—The figures are usually placed in the upper left-hand margin, and the words in the body of the instrument.

**Omitted Words.**—Any words which have evidently been omitted from a bill may be inserted afterward. The question as to their being the proper words to express the intent of the parties, is a question for the jury to decide in case of a dispute. The mis-spelling of a word will in no case invalidate the instrument.

### Interest on Notes.

If a note be written expressly "without interest," it draws no interest at all; if nothing is said about interest, it draws interest from maturity; if written "with interest" without specifying the rate, it draws interest at the legal rate; if the rate is specified, then at that rate. A note payable on demand matures for the purpose of drawing interest when the demand is made.

### Notes Lost or Destroyed.

Laws Regarding Lost Notes.—Payment of a non-negotiable note which has been lost may be enforced; but if a negotiable note is lost, it is held in some States that a suit at law may be maintained against the maker; in others, that it cannot; and, again, in others, that the holder may recover upon sufficient security, indemnity being given.

**Destroyed by Accident.**—The amount of a negotiable or non-negotiable note which has been destroyed by fire or other accident, may be recovered upon sufficient proof.

#### Void Notes.

A Note Given on Sunday is void; so is a note founded upon fraud, or when the consideration is illegal, unless in the hands of a *bona fide* holder, purchasing before due and without notice.

Any Material Alteration in a note—as, for instance, in date or amount, or time of payment—discharges all parties who have not consented to such alteration.

Fraud and Gift.—If a person at the time of taking a note has notice that it is void through fraud or upon any legal grounds, he places himself in the position of the payee. A note as a gift is void for want of consideration.

A Note Given by a Minor is voidable at his election; and until ratified by him after his arrival at full age, is of no effect. A Check sum named, a savee or "they

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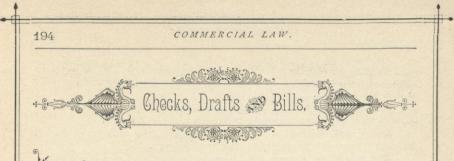
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VERY large portion of the financial business of the commercial world is transacted through banks, and as a result, there has been developed a complete system of laws, rules and proceedings, which, while possessing many similarities to other business transactions, is yet peculiar to itself. We have

treated of the general subject of Banks and Banking under that head, and we here propose to speak of the various mediums by which the business is done, the forms of which will be found in the "Forms" Department.

### Checks.

**A** Check is a simple order on a bank for the immediate payment of a sum named, and is usually drawn payable to the payee "or order," or the payee or "bearer," as in a promissory note.

A Check Payable to Bearer, may be transferred by mere delivery, without endorsement, and is payable according to its terms, to the payee, or to whomsoever may be the *bearer*.

A Check Drawn to Order serves an excellent purpose as a receipt, because it cannot be paid without the signature or endorsement of the payee.

### Certified Checks.

If One Wishes to Hold a Check rather than the money for which it calls, the safer plan is to get the bank to *certify* it, which is done by the teller's writing or stamping across the face of the check, "good," with the teller's signature. Certified checks are used to prevent the inconvenience of withdrawing and counting money that is to be paid immediately to others, and they may be used instead of drafts for making remittances. The bank, by certifying a check in the usual manner, simply certifies to the genuineness of the *signature* of the drawer, and that he has funds sufficient to meet it, and engages that those funds shall not be withdrawn from the bank by him; it does not warrant the genuineness of the *body of the check*, either as to payee or amount.

Forged Checks.—As we have seen, a bank is bound to know the *sig-nature* of its depositors, and if it pay out money on a forged check, it cannot, if he is free from blame, charge the depositor with the amount, but must, as against him, bear the loss itself. Neither can the bank recover from the party to whom it has paid the amount of the check, if he received it in ignorance of the fraud and paid value for it.

In Case of Death.—Should the person to whom the bill is drawn be dead, it should be presented for acceptance to his legal representatives, in order to hold the endorsers.

An Acceptance is a simple promise to pay a bill according to the terms of the acceptance; according to the tenor of the bill itself.

The Usual Method of a general acceptance is to write across the bill the word "Accepted," followed with date and signature.

Not Bound to Accept.-No person is legally bound to accept a bill.

Effect of Acceptance.—If the drawee accept the bill, he is then bound as an original promisor in much the same manner as the maker of a promissory note; and the other parties are regarded 'in the light of suretics, and are therefore liable only if the acceptor does not pay.

Acceptance Admits Signature.—Every acceptance admits the *signature* of the drawer to be genuine, and the acceptor is liable to an innocent holder for value, although the signature be forged. But the admission does not extend to the *body* of the bill, and if the amount is altered, the acceptor is liable only for the original amount.

### Presentment for Payment.

The bill having been accepted, it must next be presented for payment at the proper time. As we have seen above, where a bill is drawn expressly "without time" it is payable on presentation, but usually some interval elapses between acceptance and the time for payment. Days of grace are usually allowed at least.

**Days of Grace.**—In most of the States, negotiable paper payable at a time certain is entitled to *grace*, which means three days' delay of payment, unless it be expressly stated that no grace shall be allowed. If the last day of grace falls upon *Sunday* or a *legal holiday*, the bill is due the day before.

**Demand when Made.**—Presentment and demand for payment must be made on the day when the bill becomes due. The party has the whole of the business part of the day in which to present the bill for payment. Bills payable on demand must be presented within a reasonable time.

Where Made.—Demand for payment should be made at the proper place, which is either the place of residence or of business of the payer, and within the proper hours of business. If any particular place is named for payment, demand should be made there. If the payer cannot be found after due diligence, demand should be made at his last place of business or residence.

Of Whom.—Demand for payment must be made either of the payer himself, or of an agent authorized to pay; or, if the payer is dead, then of his executor or administrator.

### Protest and Notice.

If the bill be not accepted when properly presented for that purpose, or if not paid when properly presented for payment, the payee must, in order to hold the drawer and endorsers, give immediate notice thereof to those parties.

The Notice should contain a description of the bill and show that it was presented for acceptance or payment, as the case may be, at the proper time and place and of the proper person, and that acceptance or payment was refused. It must also state that the payee looks to the party notified for payment. Refusal to accept or pay is called *dishonor* of the paper.

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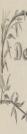
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When and how Given.—It the parties live in the same town, the notice must be given in time to be received during the next day after dishonor. It should usually, in this case, be sent by private messenger and not by mail. Where the parties reside in different towns it is provided, in most of the States, that the notice may be given by depositing it in the post-office, postage prepaid, in time for the first mail on the day after dishonor, or for the next mail that goes, if there be none the next day.

To Whom Given.--Notice should be given to every party who is to be held. If the party be dead the notice should be given to his executor or administrator.

**By Notary Public.**—It is customary to have a formal demand and protest made by a notary public, who will give the proper notices. (See Form.)

#### Effect of Failure to Present or Notify.

The liability of the prior parties upon the paper is conditioned upon a proper presentment and notice, and if the payee fails to present the bill for acceptance or payment, or to give notice of the dishonor, the prior parties will be discharged.



#### Deeds.

A Deed is a writing or instrument sealed and delivered. As generally used, it is a writing for the conveyance of land. By the statutes and usage of this country generally, no land can be transferred except by a deed which is signed, sealed, witnessed, acknowledged, delivered, and, as against third parties, recorded. In some States seals are abolished, and in all, statutory provisions are made in reference to the execution and acknowledgment of deeds. In some States witnesses are not required if the deed is acknowledged.

#### Varieties of Deeds.

**Different Forms** of deeds are in use, which take their names from the character of the parties, or the covenants contained in them. Of the latter class are those commonly called *warranty* and *quit-claim* deeds; of the former class, deeds given by executors, administrators, guardians, sheriffs and other official persons.

A Warranty Deed is so called because the grantor covenants to warrant and defend lands mentioned against the persons and to the extent specified.

A General Warranty covenants and warrants against all persons whatsoever.

A Special Warranty covenants and warrants only against one person, his heirs and those claiming under him.

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Satisfaction Piece.—When the debt is paid, if the mortgagor presents the mortgagee with a satisfaction piece, it is the duty of the mortgagee, under penalty for refusal, to execute the same. Care should be take that this is done to protect the mortgagor and his land. (See form of discharge of mortgage.)

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Buildings on the Land.—If a mortgagor erects buildings on the mortgaged lands or puts fixtures there, and the mortgage is foreclosed, the buildings and fixtures accrue to the benefit of the land. If the mortgagee puts them upon the land, and the mortgagor redeems, he gets the benefit of them without paying the mortgagee for them. Such is the effect of the law if there be no bargain between the parties about these things. But they may make any bargain about them they choose.

**Foreclosure.**—If default be made in the fulfillment of the condition of the mortgage, the mortgagee may foreclose. The mode of foreclosure differs in the several States. In some, as we have seen, there are summary methods provided by statute; in others a mortgage can be foreclosed only by action in the proper court; while in still others, either course may be pursued.



Agency is a contract by which one person called the *agent* undertakes to act for, or to represent, another called the *principal*, either in all business generally or in some particular business.

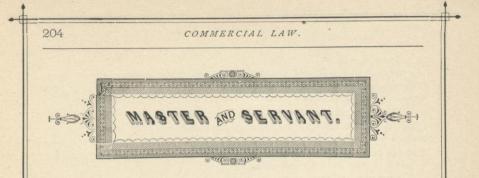
Who May Act as Principal or Agent.—As a general rule any one who is competent to transact business for himself may appoint an agent to transact it for him. Parties who cannot transact business for themselves may, however, be appointed to act as agents. Thus, while a *minor* cannot appoint an agent, he may act as an agent for an adult, so may a married woman.

A General Agent is one authorized to represent his principal in all his business, or in all his business of a particular kind.

A Special Agent is one appointed to do only a particular thing, or a few particular things.

Authority—How Given.—The authority may be given orally or by writing. If given in writing, the instrument is called a *Power of Attorney*. For many of the ordinary transactions of life, an oral appointment is sufficient; but if the agent is to sign deeds or other conveyances of real estate, or sealed instruments, his authority must be by writing under seal.

Authority When Presumed. —As against the principal, an agency will often be *presumed*, even though there may have been no actual appoint ment. Thus, if B, by word, or act or both, leads C to believe that A is his agent, and C rehes thereon, or if B receives and appropriates the benefit of A's act as agent, he will not be permitted to deny the agency.



A servant is a person who, by contract or operation of law, is for a limited period subject to the authority or control of another (called the master), in some particular trade, business, or occupation. The word is one of broad significance and embraces all persons in the employ and subject to the direction or the control of another, irrespective of the nature of the employment or the rank or position of the person employed. Much that has been said under the head of "Agency" will apply here, because a servant often acts as an agent, and an agent is but one of those who are included under the broad term, servant.

A Contract Relation.—The relation between master and servant is one invariably arising from contract, express or implied, between the master on the one hand and the servant on the other. As a general rule, therefore, the parties must be capable of entering into contracts, and what we have said under the head of contracts is applicable here. But we have seen, in treating of "Minors and Apprentices," that a minor may under certain circumstances make valid contracts of service, and to that extent there is an exception to the rule in such a case.

**Contract Need not be in Writing.**—In order to constitute the relation of master and servant the contract need not be in writing, unless the hiring be for more than one year. It is sufficient if the term is fixed, even though the price is not agreed upon, or if, in fact, there is a contract *express or implied* whether for a definite period or not, or whether a definite or any price is agreed upon.

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Implied Contracts .- The mere fact that services have been rendered for another does not always of itself raise an implied promise to pay therefor; but if the person for whom the services are rendered has reason to expect or to believe that the person expects to be paid for his labor, and does nothing to disabuse him of this expectation, but allows him to go on rendering valuable services for him, the law will imply a promise to pay what those services are reasonably worth. No recovery can be had for services obtruded upon another, or for those that were agreed to be gratuitous, or for those rendered under neither an express nor implied promise to pay therefor. But where one compels another to render services for him against that other's will, the law will imply a promise to pay what the services are reasonably worth. Where services are performed for another, but no price is agreed upon, the law will imply a promise to pay what the services are reasonably worth. When one near relative renders services for another, no presumption of a promise to pay arises if they are members of the same family and the person for whom the services are rendered furnished support to the person rendering them. Thus the law implies no promise that a person will pay his wife, or son, or daughter, or step-child, or adopted child, or other relatives or persons who are members of his family

by reason of the failure of the servant to perform the labor. The master is not liable for the expenses of the servant's sickness, even though it arose from an accident suffered while the servant was performing the master's service.

**Death of Either Party.**—The death of either party will dissolve the relation. If the servapt dies, his legal representatives may recover what the services were reasonably worth; and if the master dies, the servant may recover from his legal representatives for the time he has worked, or if he continues the service, then for the whole time.

Liability of Master for Servant's Acts.-Much which has been said under the head of "Agency," as to the principal's liability for the acts of his agent, will apply here. The master has the selection of his servants; he chooses the work upon which to employ them; they are acting under his instructions; and in all these matters outsiders have no voice. The law, therefore, very properly says that, as the master has this power, he must assume the responsibility of its careful performance. Where, then, the relation of master and servant exists, the master is responsible for all the acts of the servant, whether careless, wanton, or malicious, if they were committed while the servant was engaged in the performance of the master's service and while he was acting within the scope of his employment. If the servant leaves the employment for the time being and goes out of his way to do the act which caused the injury, the master will not be liable. What the servant's intention was is immaterial, neither is the master released because he had given his servant orders not to do that very thing, for he is bound to see that his orders are The cases in which the master may be held liable are innumerable, obeyed. but in general terms he is liable for all acts of his servant committed while the servant was acting in the line of his duty in the course of his employment, and while engaged about his master's business, and if the act was such that the master himself would have been liable if he had caused the injury.

Liability of Master to Servant.-When a person enters into the employment of another as his servant, the law presumes that the servant assumes all the ordinary risks and hazards of the business, and undertakes, so far as these are concerned, to look out for himself. The servant is bound to have his eyes open, and to exercise his judgment so as to protect himself as far as possible. But, at the same time, the master is bound to exercise reasonable care to prevent accidents to his workmen. He is bound to furnish suitable machinery and see that it is properly protected and kept in proper repair. He must also keep his premises in a saitable and proper condition for carrying on the business. He is not bound to adopt every new-fangled idea, but he must see that his premises and machinery are safe and suitable. If he knows of danger which the servant does not, or if the servant be a child or an inexperienced person, the master must warn the servant of the danger. If he fails in any of these duties and the servant is injured in consequence, the master is liable. He is not, however, liable to one servant for an injury caused by the negligence of a fellow-servant, unless he has persisted in retaining the fellowservant knowing of his carelessness, and inefficiency.

Liability of Servant to Master.—If the master is injured either directly, or by being compelled to answer for the servant's act, on account of the failure of the servant to perform his duty, the servant is liable to the master for the injury sustained.

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A partnership exists when two or more persons combine their property, labor and skill, or one or more of them, in the transaction of business for their common profit. It may be created for a special purpose, or be confined by the parties to a particular line of business or to a single transaction. A partnership is presumed to be general when there are no agreements, or no evidence from the manner of business, to indicate the contrary.

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Who May be Partners.—In general, persons who are competent to do business for themselves, may enter into partnership. It being a contract relation, what has been said under the head of "Contracts" as to the competency of parties will be applicable here.

**How Partnership is Formed.**—A partnership may be formed with or without a written agreement, and whatever the arrangement between the parties may be, one who holds himself out, or permits himself to be held out, as a partner is liable as such. A partnership, in general, is constituted between individuals by an agreement to enter together in a general or particular business and share the profits and losses together; but the mere sharing of profits without any connection whatever in the business is not enough to constitute a partnership. Between themselves, the partners may make any arrangement they choose, but such arrangements cannot affect third persons unless they consent thereto.

Secret, Dormant and Nominal Partners.—A secret partner is one not openly and generally declared to be a partner. A dormant partner is one who takes no share in the transaction or control of the partnership business. Both are liable as partners when discovered. A nominal partner is one held out to the world as such without actual participation in the profits and losses. He is, of course, hable generally to third persons, in the same way as an active partner.

Each Partner's Authority.—It is a general rule that the whole firm, and each member of it, are bound by the acts and contracts of one partner with reference to the partnership business and affairs; the act or contract of one being, in the eye of the law, the act or contract of all. For matters connected with the partnership, each partner is regarded as the agent of all without any express authority. Thus loans, purchases, sales, assignments, pledges, mortgages, effected by one partner on the partnership account, and with good faith on the part of the creditor, or other third party, are binding on all of the firm. So a release by one is a release by all; notice to one is notice to all; demand of one is demand of all. One partner, however, cannot bind the firm in reference to matters not connected with the partnership, or intended for his own personal advantage, or where the act is not within the scope of the partnership business.

ship does not affect the liability of the partners for former debts, but in general, prevents the incurring of a new joint liability.

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Suits Between Partners.—It is a general rule that one partner cannot sue a co-partner *at law* upon any matter growing out of the transactions of the partnership, and involving an examination of the partnership accounts, but resort must be had to *chancery*.

## Limited Partnership.

**A Limited Partnership** limits the responsibility of the partners to the amount invested. The special partner in a limited partnership is not liable for more than he actually invests. The amount of his capital invested and the fact of his being a limited partner must be published literally, as an error would expose him to the liability of a full partner. The Statute Law of the State in which the partnership is formed should be complied with.

### Corporation.

A Corporation is an ideal body, created by law, composed of individuals united under one name, the members of which succeed one another perpetually, so that the body remains the same notwithstanding the changes in the individuals who compose it.

**Corporation Laws.**—A corporation acts through its officers or authorized agents, but not through its individual members. Its business must be done in its corporate name, and within the declared purposes of its organization. All its acts must be consistent with its charter, and that, too, must not conflict with the constitution or the laws.

The Charter of a corporation is the instrument embodying the rights granted, or the rights themselves therein conferred or expressed. Under the laws of many, if not most of the States of the American Union, a number of citizens may agree upon terms of conducting a given business, express in writing the name of the organization proposed, the business to be done, the place of business, the capital stock, the amount of each share of stock, and sometimes the names of the directors for the first year, and this writing—signed by the incorporators, sealed, and sworn to before a competent officer, and filed in the office of the Secretary of State, or with the clerk of the county where the organization is effected, or both, becomes the "charter" of the corporation thus created.

In Case of Suit.—The corporation may be plaintiff or defendant in a suit at law or equity; and it is usually summoned or notified by service upon any executive officer—the president or secretary, for example.

The Stockholders are personally liable for the debts of the corporation only so far as the statute declares. Frequently their personal liability is limited to the amount of their stock, the capital stock being considered the property of the corporation. For example, if one owns certificates of stock, and the corporation should become insolvent, such stockholder would lose his stock and would be liable, in addition, to pay not exceeding the amount of his stock from his personal effects.

**Dissolved Corporation.**—Theoretically, corporations are immortal, but they may cease to exist, notwithstanding. They may be terminated by a forfeiture of surrender of their charter, or by act of the legislature, when the right to dissolve or abolish the corporation has been reserved in the law creating it.

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ht it. When the corporation is dissolved, the debts are to be paid out of the assets, and what remains is to be divided among the stockholders *pro rata*. If land has been granted to the corporation for corporate purposes, it will revert to the grantor when those purposes are fulfilled or no longer exist. A Mis-User or Non-User may cause a forfeiture. A corporation may also expire by limitation—the time for which it was created having expired, or the business having been fully completed.



A Lease is a contract, express or implied, between two or more persons, by which the temporary use of houses or lands is let by the one party and hired by the other. The one who grants the possession and use of the property is called the landlord or lessor, and the one who has the possession and use is called the tenant or lessee.

A Lease May Be Either Written or Unwritten.—When an unwritten lease is entered into, it must be made in compliance with the statute of frauds of the state or territory where the land is situated, otherwise it will be void. In some States a lease for more than one year must be in writing, in one State an unwritten lease can be made for two years, in others three, and in some seven years, but in all of the States except Maine and Massachusetts, an unwritten lease for one year is good. In some States where a lease is required to be in writing, the mere writing signed by the parties is sufficient, in others the lease must be sealed, in others sealed and witnessed, and in others aled, witnescessed and recorded.

In almost all of the States the rule of law prevails, that even though a lease is void under the statute of frauds, just referred to, yet if the tenant has gone into possession under the lease, he will be a tenant from year to year, subject to all the terms of the lease applicable to such a tenancy.

It is, however, much safer for both landlord and tenant to have the terms of the lease reduced to writing, even though the term of rental be for a period for which an unwritten lease would be good, and this for the obvious reason that when the contract between the parties has been reduced to writing, there is no opportunity for disputes over its terms; parties may, and often do, differ widely as to just what their agreement was, these differences resulting sometimes from an honest, and sometimes from a dishonest memory, but where the landlord and tenant have properly executed a plain unambiguous lease, the writing speaks for itself.

**Contradicting a Written Lease.**—It is one of the well established rules of law that where parties have seen fit to commit a contract to writing, such contract cannot be contradicted, added to, or varied by verbal evidence of what was said or done *before* or *at the time* of making the contract, but fraud or mistake may be shown, and the fact that there was a written contract between the parties, does not preclude the proving another distinct transaction entered into at the same time and made verbally, so long as it does not vary the written contract and is not inconsistent with it. Parties who have made

his landlord or tenant to engage the services of some competent lawyer. Otherwise the litigant is very apt to come to grief in the mazes of legal procedure, and to find his experience such that he will exclaim in the words of old adage, "law and justice are two things which God has joined, but man has put asunder."



The law presumes that there is a period in the early part of every person's life when from his inexperince and want of development, he is unable to properly protect himself or his interests. This period is called his minority, and the person himself is termed a minor, or in legal phraseology, an infant. The time at which this period ends is often fixed by statutes, but by almost universal consent, all persons are deemed minors until they have completed their twenty-first year.

In some States, females reach their majority at an earlier age, usually eighteen years, and in all States, persons under the age of twenty-one are competent to perform certain acts as well as when they are older.

Infant's Contracts Voidable.—During his minority, the minor is under a general incapacity to bind himself by contracts. As a usual rule, the minor's contracts are not absolutely void, but merely *voidable*; that is, they may be avoided by the act of the minor, either before or after his majority.

Liable for Necessaries.—The great exception to this rule is that an infant's contract for *necessaries* is binding upon him. What are necessaries depends largely upon his condition in life, but food, clothing, lodging, instruction or medicine for himself, or wife or family, are universally held to be necessaries, and a contract for them is just as binding upon him as upon an adult.

**Contracts Which are Voidable.**—But, except for necessaries, an infant's contracts are, as we have seen, voidable at his election; thus, if an infant or minor buy a horse, or a gun, or a boat, or any other thing not a *necessary*, and refuse to pay, payment cannot be enforced. So his note given for things, not necessaries, is not binding upon him. If he gives away an article, he can reclaim it; if he sell it, he may have it back, upon returning the money; if he trade it, he may compel the other party to "trade back." If an infant goes into business, his contracts may be avoided by him.

Infancy, a Personal Privilege.—Although the infant may not be bound, the other party, if of age, may be; the privilege of disaffirming belongs to the infant alone.

Thus, if an adult make a contract for the minor's benefit, or give him a note, he must perform the contract or pay the note, and the infancy of the other party is no defense.

**Contracts May Be Confirmed.**—After becoming of age, the infant may ratify a contract made during his minority, and it is then just as binding

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218 COMMERCIAL LAW. ssignments, Receipts and Release

**Assignments.**—As a general rule, all vested rights and interests are capable of assignment. It was once the law that mere unvested interests not yet reduced to possession, or rights in action, could not be assigned. This rule, however, is now changed in most of the States, and rights in action are held to be assignable; but still in many States, the assignee cannot bring an action in his own name, but must sue in the name of his assignor.

It is not always necessary that the assignment should be in writing, although it is usually better to have it in writing as there is then less difficulty in proving the fact of assignment.

Debts, chattel mortgages, contracts, non-negotiable notes, judgments, etc., are often assigned by mere word of mouth, accompanied by delivery of the papers. An assignee can acquire no greater rights than his assignor had, and consequently any offset, reduction or defense that could have been made against the assignor can be made against the assignee.

The assignee should give immediate notice of the assignment, to the debtor, as a payment to the assignor before notice of the assignment, would release the debtor, but if the debtor pays the assignor after notice, he must pay again to the assignee.

A holder of a debt or claim, assigning it for a valuable consideration, warrants its genuineness and legal force, unless he communicates all the facts bearing upon the case, when the buyer takes the risk.

A Receipt is not a contract, it is only a written declaration or admission. If I write: "Received of James White \$50;" or "received of James White \$50 in full payment of his account," and sign and deliver the writing, in neither case have I entered into any *contract*. I have only made a written *admission* which I can afterward contradict in a court of law, by showing that I was honestly mistaken in the amount received.

So also if I give a receipt "in full payment," such as in the second illustration above, if I subsequently find that I am mistaken, I can recover the balance by showing the error, and so explaining away the receipt. Again, if my debtor says "I owe you \$50, but will not pay you but \$25," I may take the \$25, give the debtor a "receipt in full," and still have an action against him for the balance. But if the amount due is disputed, and the creditor accepts a certain sum as a *compromise*, or if a *third person* is accepted as guarantor of the less sum, or if a *chattel* is accepted in satisfaction of a debt, or if the less sum is accepted because it was paid *before* due, or at a *different* place than the place it was made payable, an action for the balance

A Release is the giving up or abandoning a claim or right, to the person against whom the claim exists, or the right is to be enforced. If a release is given under seal, as a discharge of all claims and demands against a party, upon a lawful consideration, it cannot be explained or contradicted by verbal testimony and can only be overthrown by showing fraud.





WILL is a legal statement of the disposition a person wishes to have made of his property after his death.

The person making a will, if a man, is called a testator; if a woman, a testatrix

Wills are either written or nuncupative. A nuncupative will is one made by word of mouth, and must depend upon the recollection and fidelity of the witnesses. For this reason, wills of this kind are only allowed where the circumstances are such as to render the formalities of a written will impossible, as in the cases of a soldier in actual military service in the field; a mariner at sea, and a

person overtaken by sudden illness or accident. The statutes of most of the States have regulations providing for the circumstances under which nuncupative wills may be made.

Where the will is entirely written, both as to the body and signature, by the testator, it is called a holographic or olographic will. It will be seen in the Summary of Laws that in a few States these wills require no witnesses.

The making of wills is regulated in the different States by statutes, a brief summary of which is given below.

As a rule, every person of sound mind and of proper age may make a will. A reference to the summary will show what the age required in the different States may be. The provision as to sound mind applies to all the States, although not specifically mentioned in the Summary.

In some of the States there are restrictions imposed upon the making of wills by married women, and in most of them, the widow's estate in dower or the husband's estate by curtesy, cannot be cut off by the will of the other, unless the provisions of the will be voluntarily accepted in lieu of such estate.

The testator's disposition of his property is always subject to the payment of his debts. The name, age, and residence of the testator should be distinctly stated at the beginning

of the will, and he should therein describe the instrument as his last will. (See form of will). Great care should be exercised to make the statements in the will clear and explicit.

Where there are different parcels of real estate, it is best to give a specific description of each, as in a deed; but where it is all to go to one person, a general devise of "all my real estate" is not objectionable.

Personal property bequeathed should be so described as to render identification practicable.

Where property is situated in another State, it must be borne in mind that in order to pass real estate the will must be executed according to the law of the State where the property is situated. The word "devise" in a will is used in reference to real estate; "bequeath," in referring to personal property.

Great care should also be exercised in the selection of the witnesses. They should, if possible, be persons who are acquainted with the testator, and who from long knowledge are qualified to speak of his mental condition at the time of the execution of the will.

A person who is beneficially interested in the will should not be a witness. In some States, such person is declared by statute to be incompetent as a witness; in others, devises and bequests to the witness are void, and he can only take, if at all, such share as would have come to him had there been no will.

The residence of the witness should be placed opposite his name.

The witnesses should sign in the actual presence of the testator, and where he can see them sign.

Minors and married women, if otherwise competent, may be witnesses in the absence of statutory enactments to the contrary.

The will should contain a clause "hereby revoking all former wills by me at any time made," inasmuch as the mere making of a subsequent will does not revoke a former will entirely, but only so far as the last may conflict with the earlier one.

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It is best that the testator appoint some suitable person or persons to act as executor. In case more than one is appointed, such as may qualify should be by the will authorized to act. An executor may always erect a suitable tombstone and charge the expense to the estate.

An executor may always erect a suitable tomostone and charge the expense to the estate, but if the testator desires one, it is best to give the executor a certain sum in trust for that purpose. A codicil is a provision supplemental and additional to the will. It should be executed

with the same formalities as the original will. A codicil does not revoke a will; it may consist of a further bequest or devise, or of a revocation of, or change in, some clause of the will. If there be no executor named in the will, an administrator "with the will annexed" will

be appointed to settle the estate.

The will should be presented for probate as soon as possible after testator's death.

The practice in probating the will and settling the estate must be determined by the local law.

In drawing wills, the language should be as simple as possible and technical terms avoided wherever practicable.

The information here given, together with the forms of wills and Summary of Laws, while necessarily brief, are intended to, and do, cover all usual and ordinary questions that may arise; but the complexities of "will law" are so numerous that when the testator desires to make any unusual disposition of his property, it is best to consult some competent attorney.

Alabama.—Wills of any interest in real estate may be made by any person of sound mind of the age of twenty-one; wills of personal property, at the age of eighteen years. All wills, except nuncupative wills of property to the amount of \$50000, must be in writing, signed by the testator, or by some person in his presence and by his direction, and attested by at least two witnesses, who must sign their names in the testator's presence.

Arkansas.—Persons over eighteen may execute wills of personal property; over the age of twenty-one, of both personal and real. The will must be signed by testator at the end of the will, or by some person for him at his request; the testator must either sign in the presence of each of attesting witnesses, or must acknowledge the signature to be his in the presence of each of them; at the time of such signing or acknowledgement, the testator must declare the instrument to be his last will and testament; there must be at least two witnesses, each of whom must sign at the end of the will, at the request of the testator. A will, the body and signature of which are all in the testator's handwriting, but not witnessed, if established by three disinterested and unimpeachable witnesses, is good in the absence of one duly executed. A nuncupative will of property not to exceed \$500.00 may be made in the last illness, and must be proved by two witnesses.

**California.**—Every person over the age of eighteen years, of sound mind, may dispose of both real and personal property by will. Any married woman may dispose of her separate estate by will, without the consent of her husband. Will must be in writing, signed by the testator, or by some one at his request and in his presence, and must be attested by two or more witnesses who must subscribe their names in the presence of the testator and in the presence of each other. A nuncupative will of property not to exceed \$1000.000 may be made under the following circumstances: It must be proved by two witnesses who were present at the making, and it must be shown that the decedent testator, at the time of pronouncing it, did bid some one present to bear witness that such was his will. It can only be made when the decedent testator was in actual military service in the field, or doing duty on shipboard at sea, and in expectation of immediate death from an injury received the same day. It must also be reduced to writing within thirty days, and be proved within six months from the time it was uttered. Probate cannot be granted for fourteen days after the death of the testator.

**Colorado.**—Every person aged twenty-one years if a male, or eighteen years if a female and not married, may dispose of his or her property by will; except that a married man shall not by will deprive his wife of over half of his property, nor can a married woman deprive her husband of more than half of her property by will. Personal estate may be disposed of by any one of sound mind at the age of seventeen. Wills devising lands, tenements, hereditaments, annuities, or rents, must be reduced to writing, and signed by the testator or some one at his request, and in his presence, and attested by two or more witnesses in the presence of the testator.

**Connecticut.**—All persons over eighteen years of age may make wills of both real and personal property. Wills by married women can only dispose of their property subject to husband's marital rights. Wills must be in writing, subscribed by the testator, and attested by three witnesses, who must sign in his presence and in the presence of each other. Wills must be offered for probate within ten years from testator's death.

**Delaware.**—Any person of the age of twenty-one years may make a will. Wills must be in writing subscribed by the testator or by some one signing at his request and in his presence, and must be attested and subscribed in his presence by two or more credible witnesses.

Florida.—Every person of the age of twenty-one years and upwards may dispose of all his property by will. Such will must be in writing, signed by the testator or by some other person at his or her express direction and in his or her presence, and must be attested and subscribed in the presence of the testator or testatrux by three or more writnesses. A nucupative will may be made in the last sickness of the testator, and must be proved by three witnesses

TATUTES of Limitations are statutes of repose. They are based upon the idea that if a person has a just and equitable claim he will be prompt in enforcing it, and that a person ought not to be harrassed with a stale claim when all evidence of its validity may have perished from lapse of time. At the same time, the law does not compel parties to undertake the impossible, and it therefore provides that if a party be under any legal disability, such as infancy, insanity, imprisonment, marriage, and the like, which incapacitates him from bringing his action, he may yet, after the disability is removed, have a reasonable time to enforce his claim although it might otherwise be barred. This period is prescribed by the statutes of the differI

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ent States. So, also, if at the time the cause of action accrues, the debtor be absent from the State so that no suit can be brought, the period of limitation does not begin to run until his return; and if after the right to sue has accrued, the debtor should remove from the State, the period of his absence is not to be included, but the mere fact that debtor resides in a different State from the creditor, does not suspend the statute.

The time begins to run from the time the cause of action accrues, as in notes, from maturity, on contracts generally, from the time limited for performance, etc. On open running accounts between two persons where there have been mutual dealings between them, the time generally begins to run from the date of the last item proved on either side. On a note payable "on demand," the statute runs from the date of the note.

A part payment of an account will, generally, operate to take the debt out of the statute on the idea that, by paying, the debtor acknowledges that the debt is due and ought to be paid.

So, also, an acknowledgment by the debtor of the validity of the debt, or a new promise to pay it, was sufficient to remove the bar of the statute. But now in most of the States, this acknowledgment or new promise must be *in writing* and *signed by the debtor*, to have this effect.

So, also, to prevent a creditor from reviving a barred debt by making a small endorsement upon it, it is provided in many States that an endorsement on a written contract for the payment of money shall not be sufficient evidence of payment to take the debt out of the statute unless such endorsement be made by the debtor himself.

As a general rule, an action is governed by the statute of the State where the action is brought, but some of the statutes provide that where a debt is incurred in another State and is barred by the statutes of that State, it shall be barred also in the State where the action is brought.

Below will be found a brief summary of the statutes of the different States, so far as they relate to the collection of debts, periods of limitation, etc.

Alabama.—Within ten years, on all contracts under seal. Within six years must be brought all actions on a promise in writing not under seal or for the recovery of money loaned, or money due upon a stated or liquidated account, or for arrears of rent due upon a parol demise for the use and occupation of lands, or upon a judgment of a justice of the peace of this State. Within twenty years, all actions on a judgment or decree of any court of the State of Alabama, of the United Sates, or of any State or Territory of the United States. Within three years, actions to recover money due on an open or unliquidated account, computing the time from the date of the last item of the account or from the time when according to contract or usage the account is due. When any person is absent from the State during the time when an action might be brought, such period must not be counted part of the time necessary to create a bar. The bar created by the statute cannot be removed except by a partial payment made upon the contract before the bar is complete, or by an unconditional promise in writing

Arkansas.—All actions founded on contract or liability, not in writing. All actions of account and the like, founded on any contract or liability express or implied, and actions for wrong-fully taking goods and chattels, must be brought within three years from the time when the cause of action accrued. Actions on promissory notes and other instruments in writing not under seal must be commenced within five years. Actions on bonds, sealed instruments, judgments and decrees, must be begun within ten years. Part payment, or new promise in writing, will revive the debt.

### Statutes of Limitation in the Territories and Canada.

**Arizona.**—Within two years, actions on jndgments of courts without the Territory, and contracts in writing executed without the Territory : in three years, actions on verbal contracts and accounts; in five years, actions on written contracts executed within the Territory.

**Dakota.**—Territorial laws are retained because at date of revision State laws cannot be obtained. Actions must be brought within the following named periods: Within twenty years actions upon judgments or decrees of any court in the United States or any State or Territory and upon sealed instruments; within six years, actions upon any other contract, obligation or liability expressed or implied. In an action for a balance due on a mutual account where there have been dealings on both sides, the time runs from the last item on either side. Part payment or new promise or acknowledgment in writing will revive the debt. Time of debtor's absence from the Territory is not included.

Idaho.—An action upon a judgment or decree of State or United States courts must be brought within six years. All actions upon any contract, obligation or liability founded upon any instrument in writing must be brought within five years. Actions upon such contract, obligation or liability, when not founded upon instrument in writing, within four years. Time of debtor's absence is not included if debtor was in Territory when cause of action accrued. Part payment, or written acknowledgment or promise, will revive the debt. Action barred in the State where it arose is barred here.

Montana,—Territorial laws are retained because at date of revision State laws cannot be obtained. Actions upon judgment or decree of State or United States courts must be brought within ten years. Upon any contract, obligation or liability founded upon an instrument in writing, within eight years. Actions upon accounts, or other contracts, obligations or liabilities not founded upon instrument in writing and upon an account for goods, wares or merchandise sold and delivered, and upon any express or implied contract not above enumerated, must begin within five years. Debtor's absence from the Territory is not included. Part payment, or written promise or acknowledgment, will revive the debt. Cause of action barred in the States or Territory where it arose is barred here.

**New Mexico.**—Actions upon judgments must be brought within fifteen years. Upon bonds, notes or other contracts in writing, within six years. Upon accounts and unwritten contracts, within four years. Part payment, or written promise or admission, will revive a debt. Persons under disability have one year after disability is removed in which to sue.

**Utah.**—Actions on judgments must be brought within five years. On contract, obligation or liability founded on writing, except judgments, four years. On contract, obligation or liability not in writing, on open accounts for goods sold, etc., two years. On open mutual accounts time runs from tast item. Absence of debtor from the Territory suspends the statute. Acknowledgment or promise must be in writing to revive the debt.

**Washington.**—Territorial laws are retained because at date of revision State laws cannot be obtained. Actions upon judgment of any State or Territory : Upon a contract in writing, or liability growing out of a written agreement, for rents and profits, or for use and occupation of real estate, must be brought within six years. Actions upon a contract or liability expressed or implied, which is not in writing and does not arise out of any written instrument, within three years. On mutual, open account time runs from last item. If party is under legal disability to sue, at the time the action accrues, time does not run until the disability is removed. Promise or acknowledgment in writing, or part payment, will revive the debt.

Wyoming.—All actions upon a sealed instrument, or upon any agreement, contract or promise, in writing, must be brought within five years. All actions on accounts and contracts not in writing, must be brought within four years. On all foreign claims where the debt was incurred before the debtor became a resident of the Territory, the action must be brought within one year after he establishes his residence. If party be a minor, insane or under any other disability, he may bring his action in the above times after disability is removed. If debtor be absent from the Territory, or absconds or conceals himself, time does not run. Part payment or written acknowledgment will revive the debt.

**District of Columbia.**—Actions upon simple contract, book debt, notes or accounts, must be brought within three years. Actions on bills, bonds, judgments and contracts under seal, must be brought within twelve years. If party be under legal disability to sue, he may bring his action within six years after disability is removed. Absence from District does not suspend statute.

statute. **Province of Quebec.**—Contracts entered into by debtors in fraud of their creditors cannot be set asid: at the suit of the latter, unless the action is brought within a year from the discovery of the fraud. Judgments and mortgages are prescribed by thirty years. Thirty years' uninterrupted possession of immovables gives a valid title. Prescription of corporeal movables takes place after the lapse of three years, reckoning from the loss of possession in favor of possession translatory title, prescribes the ownership thereof. Ten years prescribes actions for rescission of architects and contractors for the warranty of the work they have done. The lapse of five years prescribes notes (except bank notes) and bills of exchange, inland and foreign, and generally any claim of a commercial nature, reckoning from maturity; also sales of movable effects, between non-traders, or between traders and non-traders; also for price of labor of for the price of manual, professional, or intellectual work, and materials furnished; also surgeons', physicians' and dentist's accounts, dated from the time the service or medicine is supplied; also for professional service of ototaries and advocates, and for actions against notaries and advocates for the recording of papers and titles confined to them, and for all claims for arrears of interest and rent. The lapse of two

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CHATTEL MORTGAGE is a conveyance of movable personal property, by way of pledge, for the security of debt, to become void on payment of the debt.

In general, all kinds of personal property which are capable of absolute sale, may be the subject of chattel mortgage, but in some of the States, as shown in Summary below, only particular kinds of personal property may be chattel mort. gaged.

While a mortgage is a conditional conveyance by way of pledge, yet a mortgage differs from a pledge in several respects, the most striking of which is that possession by the pledgee is inseparable from the nature of a pledge, while in the case of a mortgage possession by the mortgagee is not indispensable, except where the statutory requirements of a few States have made it necessary.

In a very few States there must in all cases be immediate delivery to the mortgagee and continued possession by him, but in the great majority of States the mortgage is good as between the parties to it, whether possession changes or not and whether or not the mortgage is filed or recorded. While as to third parties, subsequent purchasers or mortgagees in good faith, the larger number of States require immediate delivery to and continued possession by the mortgagee, or else, filing or recording of the mortgage or a true copy, in the places noted in the Summary below.

The courts of the different States do not agree upon the right of an owner of a stock of goods, daily exposed to sale in the regular course of business, to mortgage such stock, the mortgagor remaining in possession and treating them as his own. Some States declare such mortgages to be absolutely fraudulent and void as against creditors; others pronounce such mortgages to be only presumptively fraudulent; while some States sanction such mortgages and allow a mortgagor to replenish the stock from time to time, the lien of the mortgage extending to new goods as they are added to the stock. The lines of distinction drawn by the courts are so varied that the only safe way is to consult a competent lawyer when such a mortgage is contemplated.

A party who can attack a mortgage as fraudulent and void, must in general be not only a creditor, but a judgment creditor also.

In some States the statutes prescribe a particular mode of foreclosure, in others the mortgage itself will specify the mode of sale and what notice must be given. In the absence of statutory provisions or directions in the mortgage, foreclosure must be had by proceedings in chancery.

The equity of redemption is the right which the mortgagor has to redeem his property by payment of the money secured at any time before the title of the mortgage has become absolute. In most of the States the title to the property is transferred at once by operation of the mortgage, and the mortgagee's right of redemption is exercised by paying the mortgage debt according to its terms, and upon default in payment the title of the mortgage becomes absolute and the right of redemption is forever gone; but in some States the mortgagor is held not to be the agent of the mortgagee but the owner of encumbered property, and the right of redemption is not lost until there has been an actual divesting of the rights of the mortgagor by sale.

# Abstract of the Laws of the States Concerning Chattel Mortgages.

Alabama.—Conveyances of personal property to secure debts or to provide indemnity, should be acknowledged, (although, if not acknowledged, such mortgage can be registered and is constructive notice), and recorded in the probate office in the county in which the grantor resides and also in the county where property is at date of conveyance—if before lien is satis-fied the property is removed to another county, the mortgage must be again recorded in such county within six months after such removal. If personal property is subject to lien when

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HE LAW favors the payment and collection of debts, but at the same time deems it a short-sighted policy to deprive the debtor of the very means by which to pay them. It extends its protection to the weak and unfortunate, and defends the necessaries of life, and the means of obtaining them, from the attacks of creditors.

AND EXEMPTI

In nearly all of the States there are provisions by which the family home shall be protected from forced sale, and this protection generally inures to the benefit of the widow and minor children when the head of the family dies. This home is often limited in quantity or value, or both, so as to afford a reasonable protection.

So, also, all of the States exempt certain personal property, such as wearing apparel, household furniture, provisions, and the teams, tools or implements by which a laboring man obtains his livelihood. In some of the States these articles are designated with particularity, while in others the debtor is at liberty to select such as he may choose, up to a certain value. Most of the States also provide that these homesteads and exemptions shall not be sold or mortgaged without the wife's consent, so that she and the family shall not be deprived of their benefit. Below will be found a summary of these laws :--

Alabama.—Homestead worth  $\$_2$ ,000 and personal property to the amount of  $\$_1$ ,000. The personal property of every resident of this State, to the value of  $\$_1$ ,000, to be selected by him, is exempt from execution, also the wages of laborers and employes, for personal service to the amount of  $\$_2$  per month. Homestead of every resident of this State owned and occupied by him, not exceeding in value  $\$_2$ ,000, and consisting either of farming land to the amount of exempt. Sale or mortgage of homestead by married man not valid without wife's signature. If owner of homestead dies leaving wife or child, homestead and personal property survive to them and also the following property: wearing apparel of deceased and of widow and children, all yarn and cloth on hand intended for family use, family bibles or books, family pictures, provisions for twelve months, and any live stock necessary for sustenance of family. In addition to the above there are exemptions of burial lots, pews in churches, all necessary wearing apparel for each member of family, family portraits and books. Wages to amount of  $\$_2$ 5 a month are exempt.

Arkansas.—Homestead worth \$2,500 and personal property to the amount of \$500. To a resident not the head of a family personal property to amount of \$200 is exempt. To a resident who is married or the head of a family personal property to the amount of \$500, to be selected by the debtor, is exempt from execution. Homestead, owned and occupied as a residence, not exceeding in value \$2,500, and consisting of not more than one hundred and sixty acres of farming land, or house and lot of not more than one acre in town, city or village. If owner of homestead dies, leaving a widow, but no children, and widow has no separate homestead in her own right, she shall have husband's homestead and the rents and profits thereof during her life; if he leaves children share homestead with widow until they arrive at age of twenty-one; if widow dies, or if there be no widow, homestead shall inure to minor children.

California,—Homestead worth \$5,000, and personal property specified. Homestead of any quantity of land with house, not exceeding in value \$5,000, selected by husband and wife, or either, or other head of family. Homestead by single person to value of \$1,000. Following property is exempt from execution, except for purchase price, or on mortgage or pledge validly obtained: t. Chairs, tables, desks and books to the value of \$200. a. Necessary household, table and kitchen furniture of the debtor, including one sewing machine, stores, storepipe and store furniture, wearing apparel, beds, bedding, bedsteads, hanging pictures, oil painframes, provisions actually provided for individual or family use sufficient for three months, three cows and their sucking calves, four hogs with their sucking pigs, and food for such cows and hogs for one month. 3. The farming utensils, etc., of the judgment debtor, also two oxen or two horses or two mules and their harness and one cart or wagon, together with food for such animals for one month, also seed grain or vegetables reserved or on hand for planting within six months, not exceeding \$200 in value, seventy-five bee-hives, and one horse and vehicle belonging to any person maimed or crippled and necessary for his business. 4. Tools or implements of a mechanic or artisan, notary's seal, office furniture and records, surgeon's, physician's, music teacher's, surveyor's or dentist's instruments, books, etc., and professional libraries and furniture of attorneys and judges; libraries of ministers, editors and schools and music teachers, and all the indexes, abstracts, books, pare, maps and office furniture of searcher of records necessary to be used in his profession. 5. A miner's cabin not exceeding in value \$500, also his sluices, pipes, tools, etc., necessary for his business, not exceeding in value, and

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A Lien is a hold or claim which one person has upon the property of another, as a security for some debt or charge.

**Common Law Liens** consist, generally speaking, in a mere right to retain possession until the debt or charge is paid. There are two species of common law liens, viz : particular liens and general liens.

A Particular Lien is a right to retain the property of another on account of labor employed, or money expended on that specific property.

A General Lien is a right to retain the property of another on account of a general balance due from the owner, and where a general lien exists, a particular lien is included.

How Liens May Arise.-Liens either exist by law, arise from usage, or are created by express agreement.

A Particular Lien Exists whenever goods are delivered to a tradesman for the execution of the purposes of his trade upon them. So, where a person is, from the nature of his occupation, under a legal obligation to receive and be at trouble or expense about the personal property of another, in every such case he is entitled to a particular lien upon it.

**Express Agreement.** -A lien may be acquired in any case by the express agreement of the parties; this generally happens when goods are placed in the hands of a person for the execution of some particular purpose upon them, with an express contract that the goods shall be a pledge for the labor or expense incurred, or where property is delivered to another with the express understanding that it is security for a loan made on the credit of it.

Finders and Owners of Lost Property.—Where a ship or goods at sea come into the possession of a party by finding, and he has been at some trouble or expense about them, he has a right to retain them until paid his expenses, and reasonable compensation for his services. This right is called salvage. In the case of property lost on land, where a specific reward has been offered for its restoration, and some one relying upon the promise of the reward has been to trouble and expense, he is entitled to compensation before he parts with the possession of the property. Generally, however, there is no *lien* in favor of the finder of goods on *land*, but there are many instances where the owner of lost property on land, finding it in the possession of one who has been at cost and pans on its account, is liable—*if he reclaims the property*—to pay the finder his reasonable expense, but if the owner chooses to abandon his property he will not be hable, because the expense was not incurred at his request.

No Liens Unless by Statute.—Unless there is some statute giving a lien, there is none in favor of a boarding-house keeper, a livery keeper, or an agister—that is, one who takes horses or cattle to pasture at certain rates.

Liens Without Special Statute are illustrated by the following: tailors, inmkeepers —wherever the relation of inn keeper and guest exists, warehousemen, common carriers —for transportation of goods, farriers, blacksmiths, attorneys, clerks of courts; printers and publishers have a lien on works for the charge for printing, but not upon the stereotype plates put into their hands for that purpose; unless they have paid the cost of the plates, in which case they can hold such plates for the money thus paid. The vendor of personal property has a lien for the price so long as the property continues in his possession and the vendee neglects to pay or tender the price, but if there is an agreement for credit, then there is no lien because the vendor relies upon the vendee's personal responsibility. An auctioneer is held to have a lien for his fees upon the goods and their proceeds.

**Cattle.**—In regard to cattle estray and doing damage, it was the rule of the common law, that a man finding beasts of another wandering on his grounds, and doing him damage by treading down his grass and the like, might detain them until satisfaction was made him, but the matter of estrays is now the subject of special statutes in nearly all the States, and it is much safer, if not obligatory, for the person suffering such damage to follow the requirements of the statuts of his State as to taking up the animals, and the mode of dealing with them rather than rely solely upon his common law rights.

upon his death vests in her, or if she be dead, in those having a right thereto, the same as if she were unmarried. If the husband has paid her debts before marriage, they can be allowed to him on application to the Superior Court. The husband is entitled to the benefit of such estate during his life, but during the life of his wife it cannot be taken for his debts, except for debts contracted by him for the support of the wife and her children after such estate has vested in her. The husband cannot convey his interest in such estate without her written consent, or, if she be dead, that of those in whom such estate may have vested ; if her husband abandons her, he abandons his rights to her property and its benefits, and she may transact business as if unmarried ; she can buy goods, make contracts, etc., in her own name, which will bind her separate estate, if it is really for the benefit of her or her children. A husband and wife married since April 20, 1877, or who have accepted the provisions of the act of 1877 by written contract, recorded in the offices of the Town estate, and such wife has same power to make personal contracts as real contracts, and her personal and real property are alike liable for her debts. Her separate earnings are hers alone.

Delaware.—Real and personal property of any female who marries after April 9, 1873, and which she owns at time of marriage, or that any female now married may receive by gift, grant, devise, or bequest, from any other person than her husband, is her own separate property, and not subject to her husband's debts or control. Her personal wages are her own; she can sue for them in her own name, and can deposit her money in her own name, free from her husband's control; she can sue and defend suits for and in behalf of her own property, and can make any and all manner of contracts *meccssary to be made with respect to her own property*, and can make any and all decided by the courts whether a married woman can execute notes and transact business as an unmarried woman. If she buys real estate, she can secure the purchase money the same as if unmarried, and her husband need not be a party nor give his consent.

**Florida.**—All property, real or personal, owned by the wife before marriage, or acquired afterward, is her separate property, and not liable for her husband's debts. The husband is entitled to the care and profits of her property, and must join with her in the conveyance of it. A married woman may become a free dealer by a decree of the Circuit Court obtained upon petition after notice, and proof of her capacity, etc., and publication for four weeks of the order. She may then bind herself and her property in all respects as if she was sole.

Georgia.—All the property she has at time of marriage, is hers separately, and all property given to, acquired, or inherited by her during marriage, vests in, and belongs to her, and is not liable for the debts of her husband. As to her separate estate, if she has no trustee, she can sue and be sued, contract, etc., in her own name as if unmarried, but she cannot bind her separate estate by any contract of suretyship for her husband, or sell to her husband or trustee for any purpose, except by order of Superior Court. If her husband uses her money or property to pay his debts and the creditor has notice of it, even though she consents at the time, she, or her heirs, can afterward sue for and recover the amount so paid from the creditor; if the husband gives his consent, and such consent be published one month in a newspaper, she can be afree trader, and is then liable as if unmarried, and all her acquisitions are her separate estate; her separate property is not liable for debts contracted by her as agent for her husband, ys he is liable, unless the terms of settling her property forbid charging it with such debts.

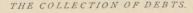
Illinois.—She can own in her own right, both real and personal property, and manage, sell, and convey the same to a like extent that her husband can property belonging to him. If they live together, a transfer of chattels between them must be in writing, acknowledged and recorded, or it is not good as against third persons. She can sue and be sued, her contracts and liabilities can be enforced against her same as if unmarried, can buy goods, and give notes, but cannot enter into co-partnership business without the consent of her husband; she controls her own earnings, but neither husband nor wife are entitled to compensation for services rendered each other: neither is one liable for debts of the other, except that both are chargeable with expenses of the family and the education of their children.

Indiana.—Wife can claim benefit of exemption law for her husband in his absence, can make wills as if single. She can acquire and hold property of every kind and in every way, she can bargain, sell, and transfer her separate personal property as if single, carry on any business on her separate account, and her earnings and profits are entirely her own; she can make any contract in relation to her separate personal estate, and the management and improvement of her separate real estate : she cannot convey or contract for the sale of her lands or any interest therein, unless her husband joins in the contract; if she consents in writing, she alone is liable for improvements to her separate realty. She cannot make any contract of suretyship. She may go into partnership with her husband or any other person, but her husband is not liable for her debts unless they are partners.

**Iowa**.—She may own real and personat property, and deal with it to the same extent that her husband can with property belonging to him; her personal wages are her own, and she can sue therefor. Neither husband nor wife are liable for the separate debts of each other; she can contract and become liable the same as if single. Expenses of family, and education of children are chargeable upon both husband and wife.

**Kansas**.—She can own as her separate estate, not subject to the disposal of her husband or liability for his debts, any property, real or personal, except such as may come to her by gift from her husband. She can, while married, bargain, sell, and convey her real and personal property, and contract relative thereto, the same as her husband may in relation to his property ; she can carry on business as if single, and her separate earnings are her own.

**Kentucky.**—She has power to act as an unmarried woman if her husband abandons her, leaves the State without making due provision for her, or is confined in the penitentiary for an un-



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RESENTATION of the account and demand of payment suffice in a great many cases, but there are many men who seem capable of withstanding and ignoring such gentle measures as these for an indefinite time, with the most provoking equanimity and indifference, and whose sensibilities are so blunted that only the sharp process of the law, vigorously applied, can awaken in them any just

appreciation of the idea that patience has ceased to be classed among the virtues, and that the creditor at last "means business." Some men there are, also, who from their poverty are absolutely unable to pay, and legal process can be applied to them in vain. No water can be squeezed from a dry sponge. A man is occasionally found who adopts the policy of never paying a debt until he is sued; in this way he escapes many a just claim, because the creditor would rather lose his debt than "go to law" about it. For such a man, if responsible, there is but one rule: sue him early and often.

Law has many terrors for the ordinary mind; but though these are mag. nified and increased by ignorance of its methods, the appeal to the courts should usually be the last resort. At the same time, a knowledge of his remedies and the means of applying them will be of great service to a creditor in case he should desire to avail himself of them. Supposing, therefore, that all the ordinary arts of persuasion and remonstrance have been applied without success, the questions then arise, What next? Shall he be sued? If so, when and how?

## The Condition of Your Claim.

One of the first points to be settled is the condition of your claim. We assume it to be a just one, but are there any obstacles in the way of establishing it? It may be one of that class of contracts which the law requires to be *in writing*. (See "Contracts—Void Unless Written," ante p. 170.) Is it in writing? If not, however just the claim may be, the debtor can successfully contest it, and it is useless to sue.

Or perhaps it may be one of those claims upon which the law requires suit to be brought within a specified time (see "Statutes of Limitations");

#### THE COLLECTION OF DEBTS.

if that time has expired, you would better not sue, unless, possibly, you may be able to bring your case within the scope of some exception to the statute.

Or again, perhaps it may be a contract which has no consideration (see "Contracts—A Consideration," p. 171); in this case, too, suit may be useless.

Or still again, it may be a contract made with a minor (see "Minors"); or a married woman (see "Rights of Married Women"); or it may be a note made upon Sunday (see "Note Given on Sunday," p. 173); and again suit may be useless.

#### Your Evidence.

Having determined that your claim is one which the law will enforce, inquire next as to your evidence. The best claim in the world may fail for lack of proper proof. Are your witnesses within reach of the process of the court? Are they competent to testify if produced? Do they remember the circumstances? Are they friendly or hostile to your interests? These are some of the questions that it will be advisable to consider.

#### The Situation of Your Debtor.

Turn your attention next to your debtor. Unless you wish to keep alive a claim which is in danger of being barred by the statute of limitations, it is not very satisfactory to sue a man who is "execution proof," and have to pay the costs yourself. By examining the "Homestead and Exemption Laws," you may determine whether your debtor's property is exempt from execution, but there are no statutes provided for ascertaining whether or not it may not be in his wife's name.

#### Where Shall Suit be Brought?

If you think the outlook favorable, you may then inquire where the suit shall be brought. This may depend upon the residence of yourself or your debtor, the amount of your claim, the remedy which you wish to enforce, etc. If you both reside within the jurisdiction of the court, well and good; but if your debtor resides beyond it, you may have to wait until he may come within the jurisdiction, or else invade the enemy's camp, and sue him in the jurisdiction within which he resides. If you are favorably known at home, there is always a great advantage in sueing or being sued in your home courts.

The amount of your claim may have an influence. Many of the inferior courts, such as justices' courts, have *exclusive* jurisdiction over all claims of small amounts, varying in the different States from \$20 to \$300. In some of the States, the justices' and higher courts have *concurrent* jurisdiction over certain amounts, and suits may be begun in either. By consulting the table below, this amount may be ascertained for justices' courts in the several States and Territories.

If your claim is a large one, or if you are obliged to sue in the higher courts, engage a lawyer's services before taking any proceedings. The practice in the higher courts is fixed by technical rules, and the novice may beat humself by undertaking to use tools that were made for skillful hands. We are aware of the prejudice which exists against the legal profession in the minds of many people, and we are sorry to say that they are not without reasons for it. "Black sheep" may be found among clergymen; "quacks," among physicians; "pettifoggers" and "shysters" among lawyers; and

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#### THE COLLECTION OF DEBTS.

to enforce them. More detailed information, if required, can be had from the magistrate who issues the process; but where large amounts are involved, it is always best to employ a good lawyer. Attachment proceedings particularly, are not always safe for the inexperienced to trifle with.

Limit

Arkansas .....

Colorado .....

Connecticut District of C Dakota.

Florida Georgia ..... Idaho .....

lowa Kansas..... Kentucky ...

Louisiana ... Maine ..... Maryland . Massachuse Michigan Minnesota

Mississippi.

#### Alabama.

Attachment.—Where debtor absconds, secretes himself, or is non-resident, or is about to remove his property from the State, or has fraudulently disposed of his property, or is about to do so, or has property which he fraudulently withholds, creditor may have attachment. Bond is required in double the amount claimed.

Bond is required in double the amount claimed. **Garnishment**.—Proceeding is by attachment, and bond is required. May issue before or after judgment. Party must make affidavit showing amount due, that the garnishee is supposed to be indebted to, or to have effects of, the defendant in his possession or under his control, and that plaintiff believes process of garnishment to be necessary to obtain savisfaction of debt. Affidavit may be made by plaintiff, his agent, or attorney. Garnishee is required to disclose how much he is, or will be, indebted to defendant, and as to the property of his, which he more here etc. he may have, etc.

#### Arizona.

Attachments.—Where debtor is a non-resident or where the debt is not secured, or, if secured, where the security has become nugatory through some act of the debtor, the creditor may have attachment. Bond, with two surveiles, is required, in double the amount of claim. Garnishment.—Property, or credits, in the hands of a third person, may be reached by serving them with a copy of the writ of attachments, and a notice that the same are attached.

#### Arkansas.

Attachments.—Creditor may have attachment when debtor is a foreign corporation, or a non-resident, or has been absent from the State for four months, or has left the State with intent to defraud his creditors, or conceals himself so that process cannot be served upon him, or is about to remove his property with intent to defraud his creditors, or has disposed of his property, or is about to dispose of his property with a like intent. Bond, with two sureties, is required. require

Garnishment.-After judgment, third person may be summoned as garnishee.

#### California.

Attachments .- Proceedings are the same as in Arizona.

Garnishment.—Any debtor of the debtor, or person having in his possession, personal property of such debtor, may be served with a copy of the writ of attachment, and thereupon becomes liable to pay the money, or deliver the property to the creditor. Supplementary Proceedings.—The same as in Michigan.

#### Colorado.

Attachments.—Creditor may have attachment where debtor is a non-resident, or a foreign corporation, or conceals himself, or has been absent from the State for four months, or is about to, or has, removed his property, or assigned, concealed, or disposed of his property with intent to defraud his creditors, or has refused to pay the price of anything delivered to him, which was to have been paid for on delivery, or, that he fraudulently contracted the debt. Bond, with two sureties, in double the amount of the claim, is required. Garnishment.—After return of execution, third parties, who have property of the debtor, or are indebted to him in an amount exceeding \$25, may be summoned as garnishees. Supplementary Proceedings are substantially like those of New York.

#### Connecticut.

See New Hampshire.

#### Dakota.

Attachment process may issue at time of issuing summons, or at any time thereafter, where debtor is a non-resident, or foreign corporation, or has absconded or concealed himself, or assigned, disposed of, or secreted his property, or is about to do so, with intent to defraud his creditors, or where the debt was fraudulently contracted. Supplementary Proceedings are similar to those of Idaho.

#### Delaware.

Attachments.—Where the debt exceeds \$50, and the debtor has absconded, or has left the State with intent to defraud his creditors. Garnishment.—Goods and credits of the debtor in the hands of a third person may be attached.

#### District of Columbia.

Attachments may issue where debtor is a non-resident, or evades service of process, or conceals himself, or leaves the District, or has removed, or is about to remove his property with intent to defraud his creditors. Boud is required.

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# Limits of Jurisdiction of Justices of the Peace in the Different States and Territories.

	Exclusive.	Concur- rent.		Exclusive.	Concur- rent.
Alabama	\$100	\$	Missouri	\$150	In large Cities
Arizona	300		Montana	100	( 25
Arkansas	100	300	Nebraska	200	
California	300		Nevada	300	
Colorado	300		New Hampshire	13 33	
Connecticut	100		New Jersey	100	
District of Columbia	100		New Mexico	100	
Dakota	100		New York	200	
Delaware	100	52.4	North Carolina	50	200
Florida	100	- Install	Ohio	100	300
Georgia	100		Oregon		250
Idaho	100	1.0	Pennsylvania		300
Illinois	200	( By Con-	Rhode Island	100	
Indiana	200	sent.	South Carolina	100	
lowa	100	By Con-	Tennessee	500	
Kansas	300	( 300	Texas	200	
Kentucky	50	15 2NT 1	Utah	300	
Louisiana	100		Vermont	200	
Maine	20		Virginia	20	
Maryland	50	100	Washington	100	
Massachusetts	300		West Virginia	300	
Michigan	100	300	Wisconsin	300	
Minnesota	100		Wyoming	100	
Mississippi	150				

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HE administration of the affairs of government, the building of public edifices, the carrying on of public improvements and enterprises, the payment of public officers, etc., all require the raising and expenditure by the government, of large sums of money. This money is accumulated from different sources. The general government receives great revenues from the duties laid upon imports, from the sale of public lands, etc.; but, in addition to these, the various State, County, City, and Township governments all find it necessary to raise other funds for the payment of their local expenses, and to meet this necessity they are authorized to levy *taxes* upon the property within their respective jurisdictions.

TAXES.

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**Taxes May be Defined**, therefore, as "burdens or charges imposed by the legislative power of a State upon persons or property, to raise money for public purposes." They may be either *direct*, as where they are assessed directly upon the property or persons of those who are to pay them, or *indirect*, as where they are levied upon commodities, and are paid indirectly as part of the purchase price.

**Poll-Tax.**—A uniform sum is in many States assessed upon each male citizen of certain age, except such as are exempt by law. This tax is called a *poll-tax*, as being so much "per head."

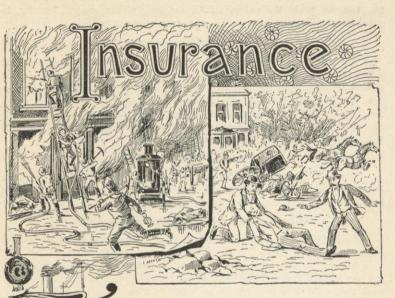
**Property Tax.**—When the tax is levied upon property, it is called a *property tax*, and it is assessed according to a certain percentage, which is fixed in proportion to the amount of taxable property, and the amount of taxes to be raised.

Besides these, taxes are sometimes levied upon Incomes, Employments, Legal Process and Documents, and the like.

**Property Tax the Most Usual.**—The most usual way, however, of raising money by taxation, is by a direct tax upon real and personal property, and it is of this species of taxation of which we shall speak.

The Same Property Often Liable to Taxation for Different Purposes.—Thus the tax levied upon certain property may consist of sums assessed by different authorities. This is true in most cases, and the tax will include a certain sum for State purposes, another sum for county purposes, and still another for township or city purposes. INSURANCE.

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HE contract of fire insurance is one whereby one party, for a consideration to be paid, agrees to indemnify the other against loss or damage to certain property by fire.

## Insurance Companies.

The business of fire insurance is now almost entirely in the hands of companies incorporated for that purpose, and in some States, private individuals are prohibited by statute from entering into such contracts.

Formerly these companies were usually stock companies, but now a large portion of the fire insurance in this country is done by mutual companies.

The stock company offers to the insured as a security for the payment of its losses, the whole amount of its stock, as well as the proceeds of its business. Mutual companies, if without stock, have of course no other capital to work upon than the proceeds of their business, or in other words, the amount of their premiums. The usual plan is for the insured to pay a ratable proportion of the cost of running the business, while losses are paid as they occur, by direct assessments upon the members. The purpose and effect of this arrangement is, that each insured pays only for the actual risk and his share of the cost of carrying on the business. The insured are members of the company, and thus all insure one another.

## What Property is Insurable.

The kinds of property that are insurable are very numerous, such as warehouses and the merchantile property stored in them; personal chattels in stores, factories, dwelling houses, and barns; merchandise, furniture, books, plate, pictures, live stock, etc.

#### LIFE INSURANCE.

fire, will not avoid the policy. It is the duty of the insured, however, to guard against fire, and to make his damage as slight as possible.

#### Alienation of the Property.

The contract between the insured and the insurers is a personal one, and if the insured sells the property, the protection does not pass to the vendee without the consent of the insurers. It is essential to the validity of the contract that the insured should not only have an interest in the property at the time it is insured, but also at the time of the loss. After a loss has occurred, the right of the insused to the indemnity is vested and fixed, and he can then assign without the company's consent.

# Notice and Proof of Loss.

Most policies prescribe what notice and proof of loss shall be given. Where this is the case, such regulations should be complied with; in other cases, a reasonable notice and proof should be furnished.

#### Adjustment and Payment of the Loss.

Loss of profits of business, or other indirect or consequential damages, are not covered by the policy.

In cases of loss, the company pays the amount of damage not exceeding the face of the policy. The whole amount named in the policy is not paid unless the loss amounts to so much. Where several companies have insured against the same loss, the amount is divided ratably among them. Insurance companies generally reserve the right to rebuild the building, or replace the goods instead of paying the loss. If they rebuild, or replace under this clause, they still remain insurers for the new property for an amount equal to the difference between the face of the policy and the cost of rebuilding or replacing.

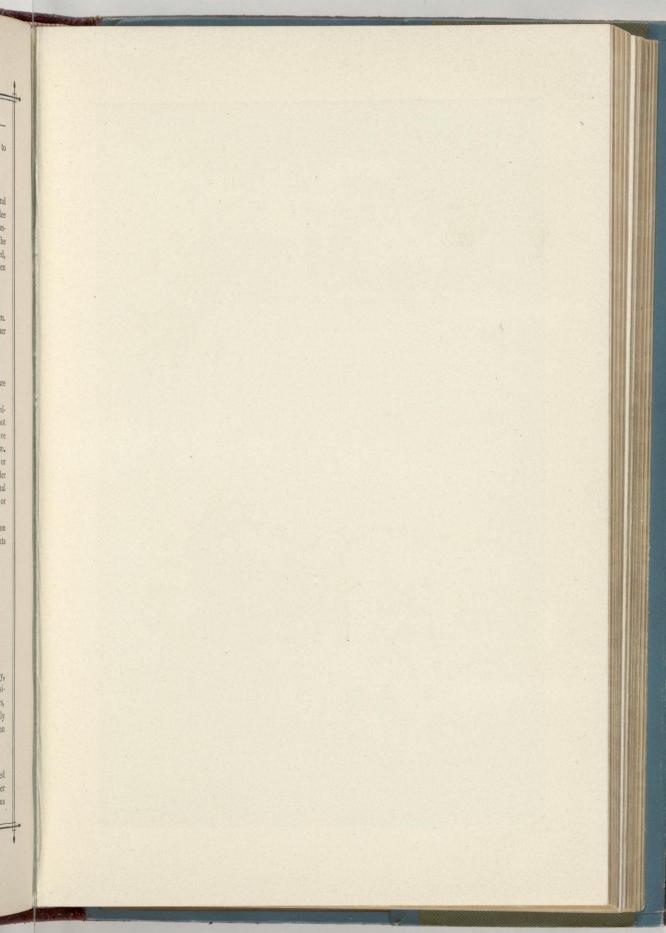
Entire candor and accuracy in making his application, reliance only upon the written contract of the company, and a thorough knowledge of the contents of the policy, are essential to the safety of the insured.

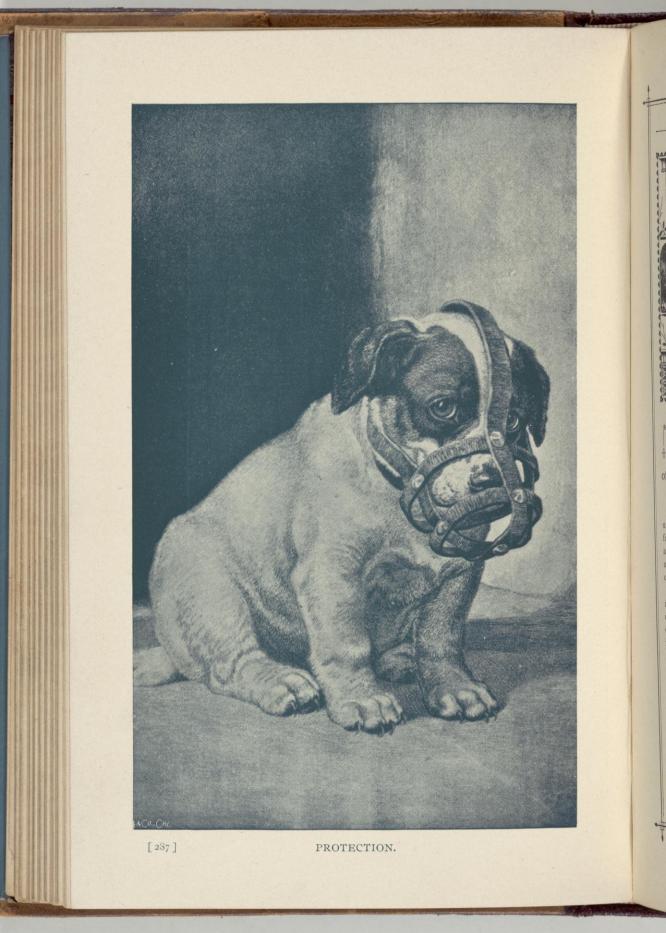


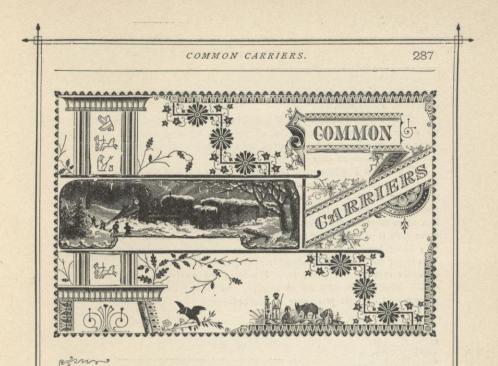
One of the duties which every man of moderate means owes to his family, is to provide suitable insurance upon his own life, for their benefit. The business of life insurance has grown up almost entirely within the last forty years, and has now become one of the great features of the age. It is rapidly assuming its true character, which is that of an indemnity, and not of an investment.

#### Its Basis.

Life insurance is based upon well settled rules which have been established by observation and experience. By careful investigation, the average number of deaths among a given number of persons at various ages, and under various







COMMON CARRIER may be either a carrier of goods, or persons, or both, and we shall speak briefly of the duties and liabilities of each.

# Common Carriers of Goods.

Who is a Common Carrier ?—A common carrier of goods is one who undertakes for hire, to transport the goods of such as choose to employ him, from place to place. Thus railroad and express companies, owners of canal and freight boats, ferrymen, stage-coach proprietors, owners of tug-boats, and usually draymen, cartmen, and wagoners, and teamsters who carry goods from one city to another, are common carriers.

Duties of Common Carriers.—The office of a common carrier is regarded as being, to a certain extent, a public one, and certain peculiar duties are fixed upon him. Thus a common carrier is bound to receive and carry all the goods offered for transportation (unless his carriage is full already, or the goods are not in his line, or are dangerous, or unsafe) subject to all the responsibilities incident to his employment; and he is liable to an action in case of a refusal. He is entitled to his pay, however, and may demand it before he carries. A person who would sue him for refusing to carry, must show that he first paid, or tendered him his fees, or if they were not demanded, that he was ready and willing to pay. The carrier is bound to provide reasonable and adequate means of carriage. He is not bound to adopt every new contrivance, but is bound to apply any apparatus known to be useful, and in common use. He must also provide proper attendants and assistants in the management of his carriage, and see that they possess and exercise competent skill and ability.

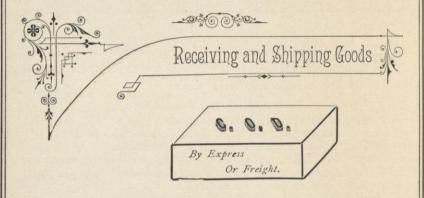
**His Liability.**—The common carrier is held to a very stringent liability. The rule is that the common carrier is liable for any loss or injury to goods under his charge, unfess it be caused by the act of God, or by the public

COMMON CARRIERS.

notice, or a demand of the goods, or an effort to get them would undoubtedly operate as a stoppage.

Takes Precedence of What Liens?—The carrier's lien for freight upon the goods takes precedence of the right of stoppage, but the right is paramount to all other liens created by the vendee, or his creditors, such as levies on attachments or executions.

Vendor's Rights and Duties.—Having stopped the goods, the vendor is entitled to the possession of them on paying any charges for freight, and he may bring replevin for them if possession is refused. As before stated, the goods do not become the property of the vendor again, but he has simply a lien upon them for the price. He may proceed to resell them; if they bring more than is due him, he`must return the surplus to the original vendee; if they bring less, he still has a claim upon the original vendee for the balance. This resale must be made only after giving the vendee reasonable notice thereof. in order that he may come in and redeem the goods by paying the amount due. It should usually be at auction, and in any case, under such circumstances that the best price may be realized.

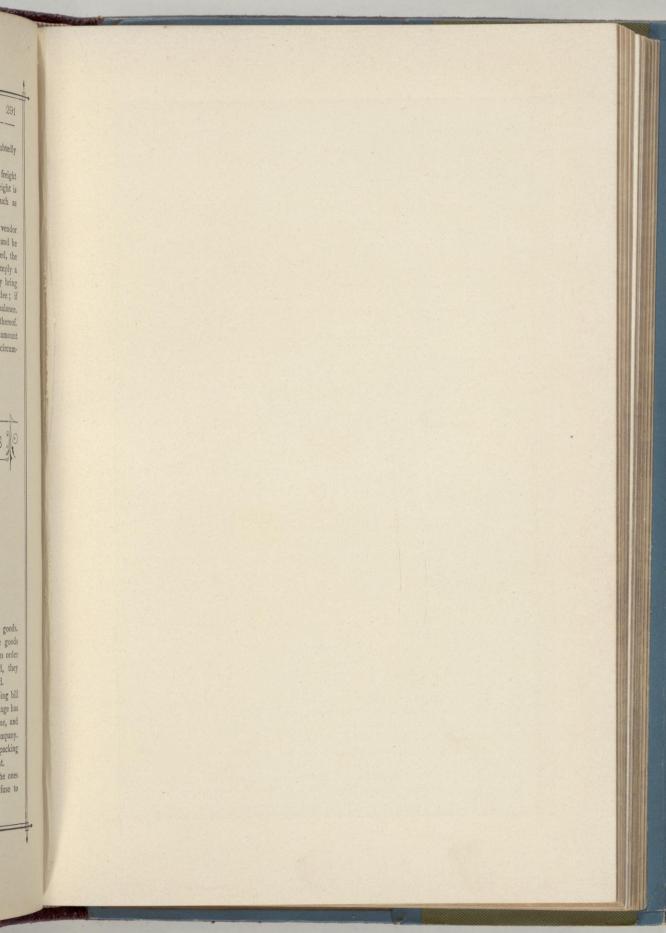


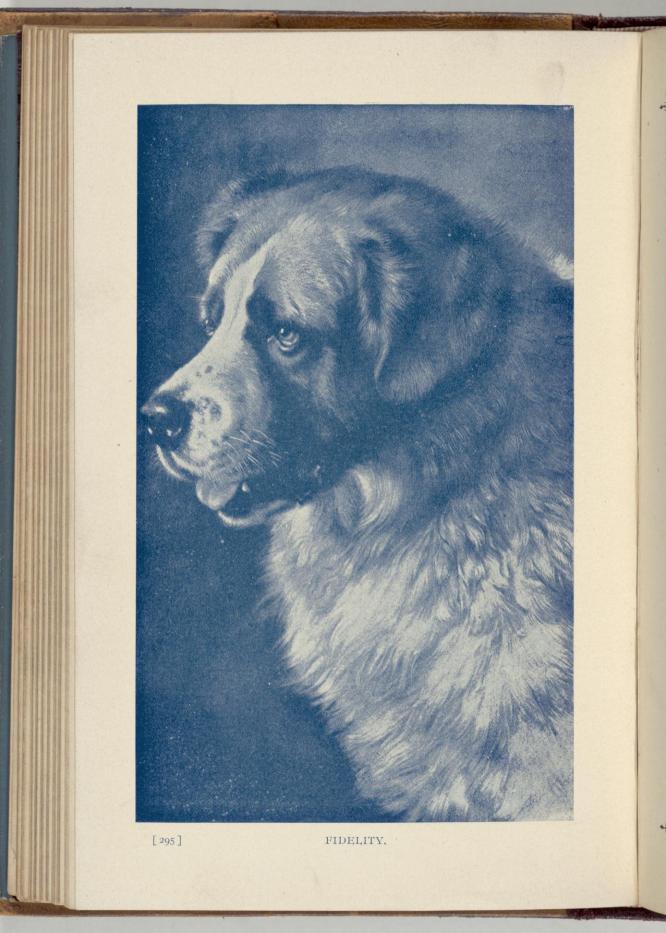
#### Receiving.

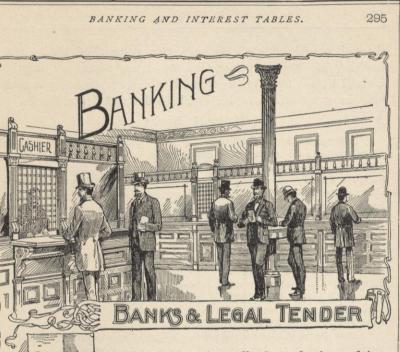
The invoice of goods, being sent by mail, usually arrives before the goods. Upon its receipt it should be filed in the invoice book, and when the goods arrive they should be compared with the invoice as they are unpacked, in order to discover any errors or discrepancies. If any such are discovered, they should be carefully noted, and the shipper should be immediately notified.

Errors in freight charges may be rectified by presenting the shipping bill and the freight bill at the office of the transportation company. If damage has been done to the goods by the company's fault, carefully note the same, and present a bill therefor, with explanation of the damage done, to the company. If the damage has been occasioned by the shipper's fault, as from poor packing or defective boxing, make a bill of the same and charge it to his account.

If the goods are not as ordered, or if the prices charged are not the ones agreed upon, you are not obliged to receive the goods, but may refuse to receive them, and notify the shipper of that fact, stating the reasons.







ANK is designed to afford a safe place of deposit for money, to facilitate the exchange of money, and to give aid to business by granting loans or discounts on notes, bonds, stocks, or other securities. The antiquity of banks is very great. It was the custom of the early money changers to transact their business in public places, at the doors of churches, at markets, and, among the Jews, in the Temple. They used tables or benches for convenience in counting and assorting their coins, and the table so used was called

*banche*, and the traders themselves were called *bankers* or *benchers*, whence came the names banks and bankers.

In the Metropolitan Museum of Art in New York are Babylonian tablets which show distinct records of transactions in banking which took place in the reign of Nebuchadnezzar. The earliest tablet is of the year 601 B. C., showing deposits of money, and the use of the money by the bank in bearing interest-loans. Since that date,

#### BANKING.

through a multitude of changes, the system of banks and banking has been continued to this time, when we of the United States find ourselves with a system of banks which may be summarized as National Banks and State Banks.

# National Banks.

Importance of the Subject.—At present about two-thirds of the incorporated banks in the country are National banks, which put forth nearly the whole issue of bank notes for the country. The balance of the paper money being the United States greenbacks, and silver and gold certificates. The popularity of the National banks being so widespread, it becomes the duty of every intelligent citizen to understand the method of organization, etc., of a system which has become one of the features of the United States. We will, therefore, give somewhat in detail the most important points connected with the subject of National banks under existing laws.

Why so Called.—In 1863 plans were formed for establishing, by a unform National law, a system upon which banks might be organized and conducted alike, all over the country. Banks formed under the laws then and subsequently enacted by the National legislature, or Congress, are called National banks for the reason that they are organized under National laws, and their notes are secured by National obligations.

How Formed.—Under the existing law, National banks are formed in the following manner: Any number of persons, not less than five, can enter into articles of association for the formation of a National bank, which articles must specify in general terms the object for which the association is formed, and may contain other provisions, not inconsistent with law, which the association may see fit to adopt, for the regulation of its business and the conduct of its affairs. These articles are signed by those associating, and forwarded to the Comptroller of the Currency.

The persons uniting to form such an association also make an organization certificate, which states the name of the association, its location, the amount of its capital stock, and the number of shares into which it is divided; the names and places of residence of the shareholders, and the number of shares held by each of them, and a statement of the fact that the certificate was made for the purpose of taking advantage of the National Bank Act. This certificate is acknowledged to, and also filed with, the Comptroller of the Currency.

**Corporate Powers.**—Upon making and filing the articles of association, and the organization certificate, the association becomes a corporation, as of the date of the certificate, bearing the name designated in the certificate, having power. I. To adopt and use a corporate seal. 2. To have succession for the period of twenty years from its organization, unless it is sooner dissolved, according to the provisions of its articles of association, or by the act of its shareholders owning two-thirds of its stock, or unless its franchise becomes forfeited by some violation of law. 3. To make contracts. 4. To sue and be sued, complain and defend, in any court of law and equity, as fully as natural persons. 5. To elect and appoint directors, and by its board of directors to appoint a president, vice-president, cashier, and other officers, define their duties, require bonds of them, and fix the penalty thereof, dismiss such officers, or any of them at pleasure, and appoint others to fill their places.

#### STATE AND SAVINGS BANKS.

promise to pay money. Every such note bears upon its face the written or engraved signatures of the Treasurer and Register of the Treasury of the United States, certifying that the note is secured by United States bonds, deposited with the United States Treasurer.

Thus while stockholders and depositors might lose from a National bank failure, there is no instance on record where a National bank billholder has suffered loss, because "Uncle Sam" stands behind the notes, and practically guarantees their payment.

#### State Banks.

How Formed.—State banks are formed as the law of each State directs and the business of loans, discounts, and collections, is carried on in very nearly the same manner in both State and National banks.

State banks in very many of the States may issue circulating notes, obtaining them from the State Treasurer—after depositing with him, or some other official, standing in a similar relation to the State, public stocks, etc. The State bank note system is very much like the National bank note system in miniature, but the National law has imposed a heavy tax upon State bank circulating notes which has practically taxed all such notes out of existence.

Change from National to State, etc.—A bank may be originally formed as a State bank and change to a National bank, or *vice versa*, and after so changing, if the new form is not satisfactory in its workings, another change can be made, and the old form returned to.

**Issue-Discount-Deposit.**—A bank which issues notes to circulate as money, is called a bank of issue.

A bank which loans money is called a bank of discount. A bank which takes charge of money belonging to other parties is called a bank of deposit. Most National banks unite all three of these characteristics, but State banks on account of the tax we have spoken of, only unite the last two.

#### Savings Banks.

Savings Banks are institutions intended to receive in trust or on deposit small sums of money, generally the surplus earnings of laborers, and to return the same at a moderate rate of interest at a future time.

It is the custom of all savings banks to add to each depositor's account, at the end of a certain fixed term, the interest due on his deposit according to some general regulation for allowing interest.

The interest term varies; with some savings banks it is six months, with some three months, and with some one month.

A savings bank furnishes each depositor with a book, in which is recorded from time to time the sums deposited, and the sums drawn out. The debtor side of the account shows the deposits, and the credit side the depositor's checks. In the settlement the depositor is not allowed interest on any sum which has not been on deposit for a full interest term.

**Bank Discount** is an allowance made to a bank for the payment of a note before it is due, and is equal to simple interest on the principal sum paid in advance. So that if I take a note to a bank to be discounted, I will receive the face of the note less the interest upon it for the time it was to run. Bank discount is confined to paper having only a short time to run.

How to do Business with Banks.—The more business a man has, the more necessary a good bank becomes to him. Mr. White, a business man at

#### BANKING.

Battle Creek, Michigan, receives a dozen checks for goods previously sold; these checks are upon banks in the different places where the debtors live; if Mr. White has to go to the different places where the banks are located in order to collect the money, a great deal of time and expense would be incurred, but he goes to his home bank and turns the checks into money without any expense other than the bank fee on collection. If you live in Chicago and you owe a party in New York City twenty-five dollars, you should not send the New York party a check for twenty-five dollars; for that will not pay the debt in full, as he will have to pay the New York bank for collecting the check, and then will not receive full payment of the debt; in such a case you should buy a draft from your home bank for twenty-five dollars. Many business houses refuse to accept payment in checks upon which they have to pay exchange.

How to Deposit Money.—Suppose I have \$1,000 in bills, \$500 in gold and three drafts of \$500 each, and wish to deposit the whole amount in the bank with which I do business. On reaching the bank, I will take one of the deposit slips which the bank will provide, and fill it out as follows :—

# FIRST NATIONAL BANK, BATTLE CREEK, MICH.

July 1st, 1884.

By JAMES WHITE, To credit of James White,



STATE AND SAVINGS BANKS.

I will then hand to the receiving teller, the deposit slip, the money, and my bank book; the teller will then verify the sums named in the deposit slip, checking them off as he does so, then enter in my bank book as is shown on the debtor side of the page given.

1883		and the second		23	1883		Second States		
July	I	To Current Funds	1500	00	July	5	By Check.	500	0
**	I	" Draft	1500	00	**	17		100	0
		and the second			"	22		50	0
		the company of the second			Aug.	I		25	0
			3000				Balance	2325	0
				24					-

Drawing out Money-Balancing Bank Books, etc.-Suppose that at different dates I have given checks to parties, and wish to have my book "written up," I will take my book to the bank, and request that it be written up, bearing in mind that the bank book should be written in only by the bank clerks. The bank will then write in upon the credit side of the page the dates and amounts of the checks I have given, a "balance" will be struck as above shown, and my checks for the sums named in the credit side of the account will be returned to me.

Depositors sometimes use loose checks in drawing out funds, but this is not the accurate mode of doing business. The proper way is to keep a "check book," which is made with a margin on the left of the check, ruled in the manner shown below, so that the depositor can keep his own account of his deposits and withdrawals of money, and thus after the checks are torn out, the depositor can compare his "stubs," or margins, with his bank book entries, and see if any mistake has been made in the bank book.

No. 26. Battle Creek, Mich., July 5, 1883. Pay to William Jones, or order. 

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BANKING AND INTEREST TABLES.

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# Interest Table--Six Per Cent.

In dollars and cents from one dollar to one thousand, and from one day to one year.

Tı	ME.	\$1	\$2	\$3	\$4	\$5	\$6	\$7	\$8	\$9	\$10	\$20	\$30	\$40	\$50	\$60	\$70	\$80	\$90	\$100	\$1,000
T	Day	- 0	- 0	0	- 0	-	-	-	0	0	0	0	I	I	I	I	T	I	2	2	I
	Days	0	0	0	0	0	0	0	0	0	0	I	I	I	2	2	2	3	3	3	3
3	**	0	0	0	0	0	0	0	0	0	I	I	2	2	3	3	4	4	5	5	5
4	**	0	0	0	0	0	0	0	I	I	I	I	2	3	3	4	5	5	6	7	6
5	" ,	0	0	0	0	0	I	I	I	I	I	2	3	3	4	5	б	78	8		8
6	"	0	0	0	0	I	I	I	I	I	I	2	3	4	5	6	78		9	IO	IO
78	"	0	0	0	0	I	I	I	I	I	I	2	4	5	6	78		9	II	12	II
	"	0	0	0	I	I	I	I	I	I	I	3	4	56	78		9	II	12	13	I 3
9		0	0	0	I	I	I	I	I	I	2	3	5		8	9	II	12	13	15	15
0		0	0	I	I	I	I	I I	I	2	2 2	3	56	7		10 11	12	13	15	17 18	16 18
12	"	0	0	II	I	I	I	I	2	2 2	2	4	6	78	9 10	11	13 14	15 16	17 18	20	20
3	**	0	0	I	I	I	I	I	2	2	2	4	7	9	II	13	15	17	20	22	21
3 4	**	0	0	ĩ	ĩ	I	ĩ	2	2	2	2	5		9	12	14	16	10	21	23	23
5		0	I	I	I	I	2	2	2	2	3	5	78	10	13	15	18	20	23	25	25
6	**	0	I	I	I	z	2	2	2	2	3	5	8	11	13	16	19	21	24	27	26
7	"	0	I	I	I	I	2	2	2	3	3	56	9	II	14	17	20	23	26	28	28
8	**	0	I	I	I	2	2	2	2	3	3	6	9	12	15	18	21	24	27	30	30
9	**	0	I	I	I	2	2	2	3	3	3	6	IO	13	16	19	22	25	29	32	31
0	**	0	I	I	I	2	2	2	3	3	3	-7	10	13	17	20	23	27	30	33	33
I	"	0	I	I	I	2	2	2	3	3	4	7	II	14	18	21	25	28	32	35	35
2		0	I	I	2	2	2	3	3	3	4	78	II	15	18	22	26	29	33	37	36
3		0	I	I I	2 2	2	2	3	3	3	4	8	12 12	15 16	19	23	27 28	31	35 36	38	38
4		0	II	I	2	2	2	3	3 33	4	4	8	12	17	20	24 25	20	32 33	38	40 42	40
56		0	I	ĩ	2	2 2	33	33	3	4	4	9	13	17	22	26	30	35	39	43	4 3
7	**	0	I	ī	2	2	3	3	4	4	5	9	14	18	23	27	32	36	41	45	45
ŝ	**	0	I	I	2	2	3	3	4	4	5	9	14	10	23	28	33	37	42	47	46
9	**	0	I	I	2	2	3	3	4	4	5	IO	15	10	24	20	34	39	44	48	48
	Mo.	I	I	2	2	3	36	4	48	5	5	IO	15	20	25	30	35	40	45	50	50
2	Mos.	I	2	3	4	58	6	7	8	9	10	20	30	40	50	60	70	80	90	CO I	10 0
3	**	2	3	56	6	8	9	II	12	14	15	30	45	60	75	90				1 50	15 0
4	**	2	4		8	10	12	14	16	18	20	40	60	80		I 20				2 00	20 0
56	**	3	56	8	10	13	15	18	20	23	25	50		1 00		I 50				2 50	25 0
		3		9	12	15	18	21	24	27	30	60		I 20		1 80				3 00	30 0
78		4	78	II	14	18	21	25 28	28	32	35	70				2 10					35 0
		4		12	16 18	20	24		32	36	40	80				2 40 2 70			3 60		40 0
9	44	5	9	14	10 20	23	27	32	36	41	45	90 1 00									45 C
I	**	56	10	10	22	25 28	30	35 39	40	45		I 10							4 95		55 0
	Year.	6	12	18	24	30	30	39	48	54									5 40		60 0

Note.—When the fraction of interest is half a cent, or more, a whole cent is taken, but when less, nothing is charged; if the cents amount to half a dollar the discount is taken as for a whole dollar; If not, they are disregarded.

# Table for Banking and Equation.

Showing the number of days from any date of any month, to the same date in any other month.

FROM	Jan.	FEB.	MAR.	APRIL	MAY.	JUNE.	JULY.	Aug.	Sept	Ост.	Nov.	DEC
January	365	31	50	90	120	151	181	212	243	273	304	334
February	334	365	59 28	59	80	120	150	181	212	242	273	303
March	306	337	365	31	61	92	122	153	184	214	245	275
April	275	306	334	365	30	61	QI	122	153	183	214	244
May	245	276	304	335	365	31	60	92	122	153	184	214
June	214	245	273	304	334	365	30	61	92	122	153	183
July	184	215	243	274	304	335	365	30	61	92	123	153
August	153	184	212	243	273	304	334	365	30	61	92	122
September	123	153	181	212	242	273	303	334	365	30	61	91
October	92	123	151	182	212	243	273	304	335	365	31	
November	бі	92	120	151	181	212	242	273	304	334	365	30
December	31	62	90	121	151	182	212	243	274	305	335	365

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# BANKING AND INTEREST TABLES

Interest Rates of States and Territories.

Showing the Legal Rate, Limit that may be fixed by Contract, and Penalty for Usury.

State.	Per Ct.	Limit.	Forfeit for Usury.	State.	Per Ct.	Limit.	Forfeit for Usury.
Alabama,	8		All interest.	New York,	6	6	Contract void, \$1000
Arkansas,	6	IO	Principal and Int.		1000		fine, 6 mos. impsmt.
California,	78		None.	North Carolina, -	6	8	Interest.
Colorado,		None.		Ohio,	6	8	Excess.
Connecticut,	6	6	None.	Oregon,	8	IO	Principal and costs
Delaware,	8		Amount of debt.	Pennsylvania,	6	6	Excess,
Florida,		None.		Rhode Island,	6	None.	
Georgia,	76	8	Excess.	South Carolina,_	76	16	Interest.
Illinois,	0	and the state	All interest.	Tennessee,		6	Interest.
ndiana,	6	8	Excess of 6 per ct. and costs.		8		Interest.
	6	10		Vermont,	6	6	Excess.
owa,	6	IO	Int. & 10 pr. ct. prin.	Virginia,	6		Interest.
Kansas,	6	8	Excess of 12 per ct. Excess.		-	6	Excess.
Kentucky,			Interest.	Wisconsin,	7	10	Interest.
Louisiana,	56	None.		Tanana			
Maine,	6	Kone.		TERRITORIES.		122.83	
Maryland,	6	None.	Int. & 6 per ct. prin.		Asterio	37	37
lassachu etts			Excess.	Arizona,		None.	
Iichigan,	7	IO		Dakota,	7		Excess.
Innesota,	76	10 10	Interest and costs. Interest.	Dist. Columbia, -	6		Interest.
Aississippi,	0	10	to per ct. to School	Idaho,	IO		3 times amount, fine
Iissouri,	6	10		M	7-1-1		and imprisonment.
			Tund, and costs.	Montana,		None.	
Vebraska,	7	IO	Interest, and costs	New Mexico,	6		Excess,
Jevada,	7	None.		Utah,		None.	
lew Hampshire,	6		3 times ex. & costs.	Washington,		None.	
lew Jersey,	0	0	Interest and costs.	Wyoming,	12	None.	None.

# 12:00 Noon at Washington, D. C. Compared with Other Cities.

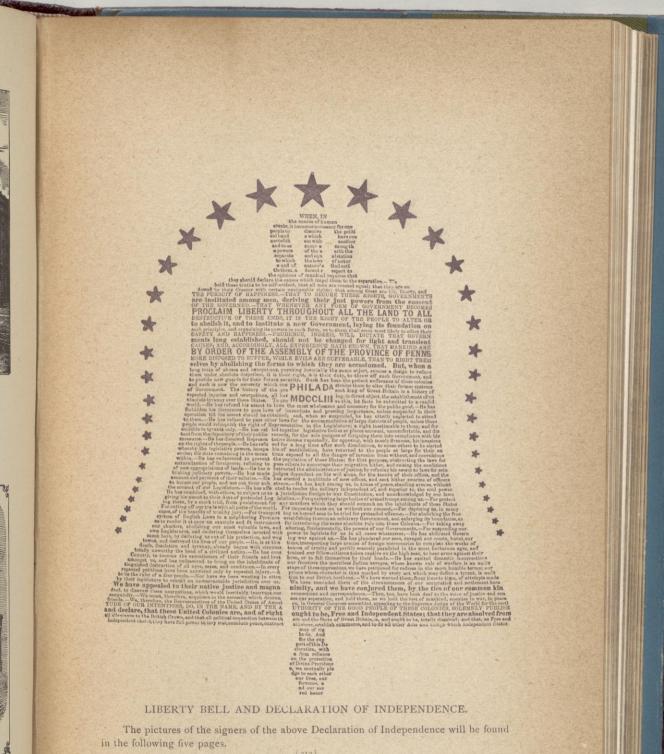
Second se					1
Albany, N. Y.,	12 13 p. m.	Houston, Tex.,	10 44 a.m.	Portland, Me.,	12 27 p. m.
Amsterdam, Holl'd.	5 28 "	Indianapolis, Ind.,.		Portland, Oregon,	8 56 a.m.
Angra, India,	3 19 "	lacksonville, Ill.	11 07 **	Portsmouth, Va.,	12 03 p. m.
Atchinson, Kan.,	10 47 a. m.	Jefferson City, Mo,		Providence, R. I.,	12 22 "
Athens, Greece,	6 43 p. m.	Kalama, Wash. T.,		Quebec, Que.,	12 23 "
Atlanta, Ga.	11 40 a.m.	Kansas City, Mo.,-	0.50	Quebec, Que,	12 23 11 07 a.m.
			1 49		11 50 "
Augusta, Me.,	12 29 p. m.	Key West, Fla.,	** ***	Raleigh, N. C.,	
Baltimore, Md.,		Knoxville, Tenn.,	11 32	Richmond, Va.,	11 58 "
Berlin, Germany,	0.02	Laramie, Wy. Ter.,	1012	Rio Janeiro, Brazil,	2 15 p. m.
Bombay, India,	10 00 **	Leavenworth, Kan.,	10 49 "	Rome, Italy,	5 58 "
Boston, Mass.,	12 24 "	Lisbon, Portugal,	4 31 p.m.	Rome, Ga.,	11 32 a.m.
Brussels, Belgium, -	5 25 **	Lincoln, Neb.,	10 41 a.m.	St. John, N B ,	12 44 p. m.
Buffalo, N. Y.,	11 52 a.m.	Little Rock, Ark.,	20 59 "	St. John, N. F ,	I 37 "
Cape Town, Africa,	6 22 p. m.	London, England, -	5 07 p. m.	St. Joseph, Mo.,	10 50 a.m.
Cairo, Egypt,	7 13 "	Louisville, Ky.,	11 26 a.m.	St. Louis, Mo ,	11 07 "
Calcutta, India,	II OI 4	Macon, Ga.,	II 37 "	St. Paul, Minn,	10 56 "
Canton, China,	12 41 a.m.	Melbourne, Aus.,	2 48 "	Salt L. City, U. T.,-	940 "
Cambridge, Mass.,.	12 29 p. m.	Memphis, Tenn.,	11 08 "	Santa Fe., N. Mex.,	10 04 "
Charleston, S. C.,	11 43 a.m	Meridian, Miss.,	11 14 "	San Francisco, Cal.,	8 58 "
Charlottet'n, P. E. I.	12 58 p. m.	M lwaukee, Wis.,	11 16 "	Sault St. Marie., M.,	11 31 "
Chicago, Ill.,	11 17 a.m.	Minneapolis, Minn.,	10 55 "	Savannah, Ga.,	II 44 "
Cincinnati, O.,	11 30 "	Mobile, Ala.,	11 16 "	Selma, Ala.,	II 20 "
Cleveland, O.,	11 41 "	Monoton, N. B.,	12 48 p. m.	Shreveport, La,	10 57 "
Constantinople,	7 04 p. m.	Montreal, Que.,	12 14 "	Sioux City, Ia.,	10 42 "
Columbia, S. C ,	11 44 a.m.	Moscow, Russia,	7 38 "	Terre Haute, Ind., -	11 18 "
Danville, Va.,	II 50 "	Nashville, Tenn.,	11 21 a.m.	Topeka, Kan.,	10 45 "
Denver, Col.,	10 08 **	New Orleans, La., -	11 08 "	Toronto, Ont.,	11 51 "
Des Moines, Ia.,	10 53 **	New York, N. Y.,	12 12 p. m.	Trenton, N. J.,	12 09 p. m.
Detroit, Mich	11 36 44	Omaha, Neb.,	10 44 a. m.	Vicksburg, Miss.,	11 05 a.m.
Dubuque, Ia.,	11 05 "	Ottawa, Ont.	12 05 p. m.	Vienna, Austria,	641 p.m.
Dublin, Ireland,	4 43 p. m.	Paris, France,	5 17 "	Vincennes, Ind.,	11 17 a. m.
Edinburg, Scotland,	4 55 "	Paduchah, Fla.,	11 16 a.m.	Virginia City, M. T.	9 40 "
Galveston, Tex.,	10 49 a.m.	Pensacola, Fla.,	11 10 "	Wilmington, Del.,	12 06 p. m.
Halifax, N. S.,	12 54 p. m.	Philadelphia, Pa	12 07 p. m.	Wilmington, N. C.,	11 58 a.m.
Hamilton, Ont.,	11 40 a.m.	Pittsburgh, Pa.,	11 48 a.m.	Winona, Minn.,	II OI "
Hannibal, Mo.,	11 07 "	Port Hope, Ont	II 54 "	Wheeling, W. V.,	11 45 "
Hartford, Ct.,	12 17 p. m.		11 34 "	Yankton, Dt. T.,	10 38 "
	P. a.	and a second of the second second			
Manual Statement of Concession					

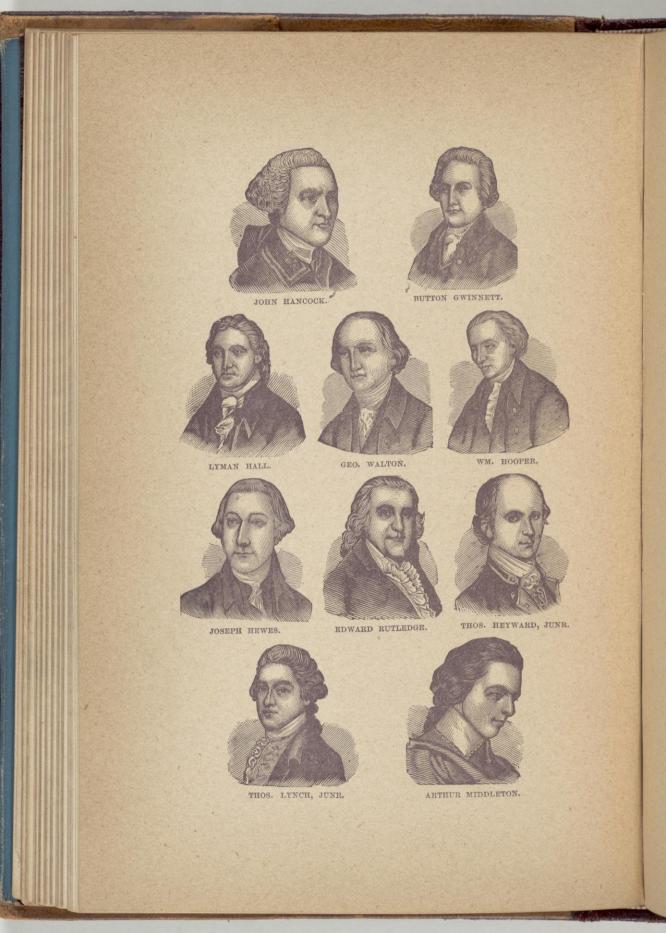


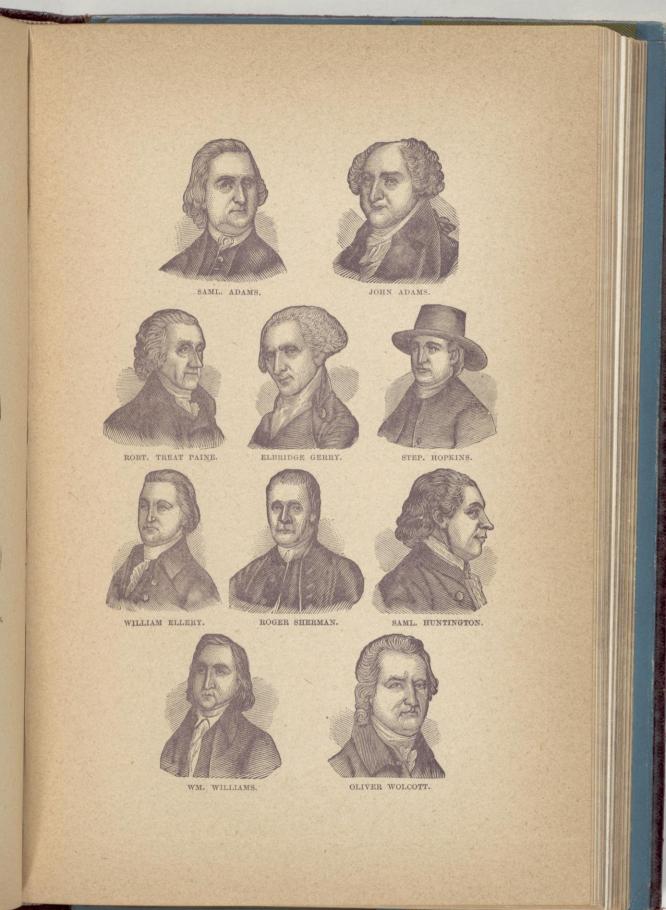
NATIONAL CAPITOL Washington, D. C.

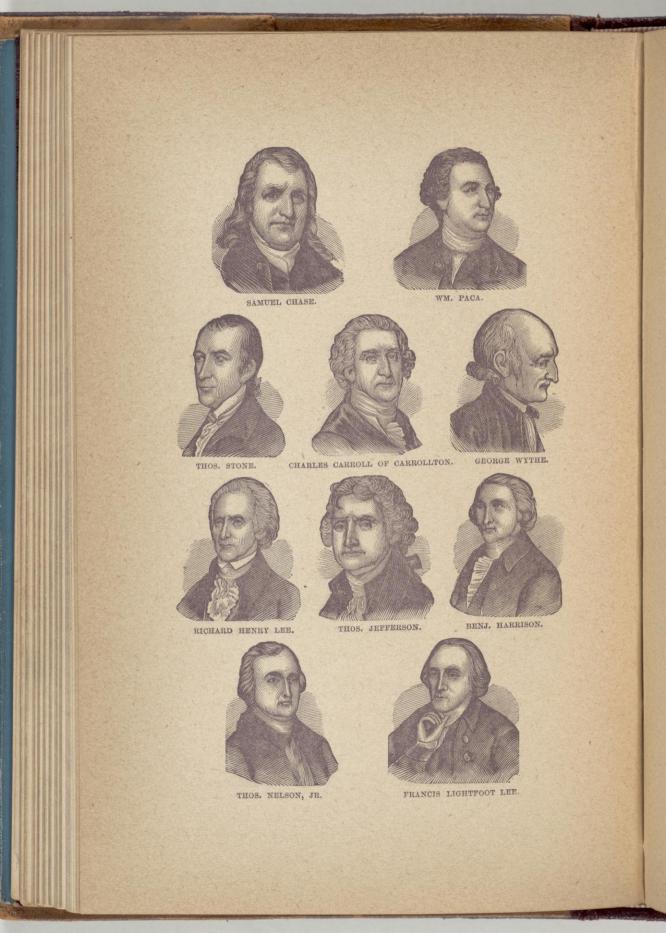


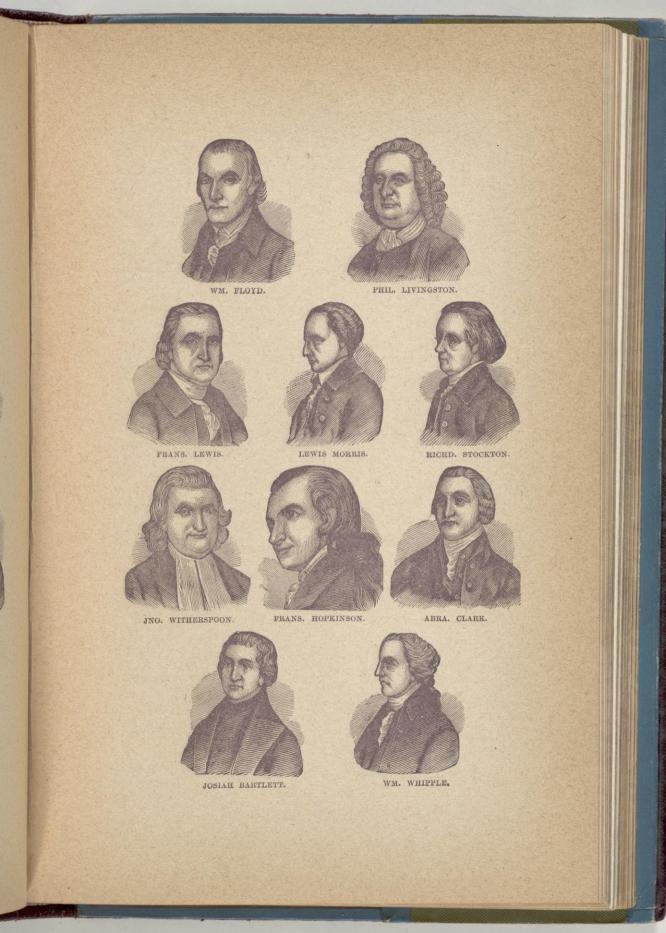
PATENT OFFICE. Washington, D. C.

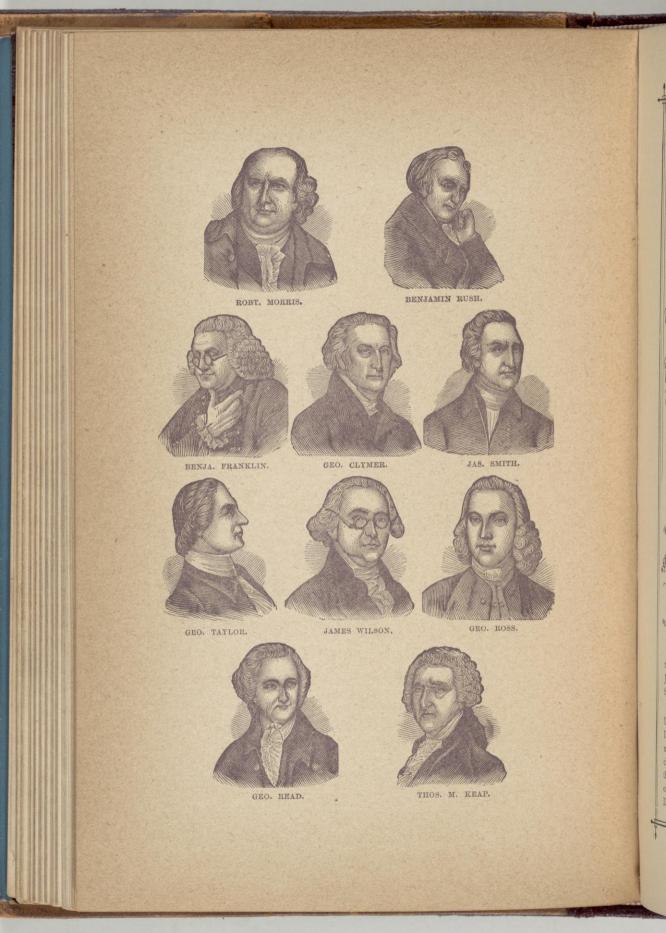












U. S. GOVERNMENT, POSTAL LAWS, ETC.

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AND PUBLIC LANDS



HOME RULE

T has been said, and not without considerable truth, that the struggles between our great political parties are not so much for the establishment of principles as for the gaining of office—a perpetual contest between the "ins" and the "outs" to control the patronage of the Federal government. It is the purpose of this article to show, generally, what these offices are, and in whom lies the appointing power.

The General Government is divided into three departments : — Legislative, Executive, and Judicial.

The Legislative Offices include clerks, messengers, pages, and numerous other positions necessary for the effective service of the Senate and House of Representatives. Persons holding any of these positions are necessarily employed at the National Capitol.

**Executive Offices.**—The offices in the Executive Department include those in the Departments of State, Treasury, War, Navy, Post-office, Interior, Justice, and Agriculture, and are distributed between the National Capital, the States and Territories, and foreign countries.

OF THE UNITE

The Chief Offices under the Several Departments are as follows: Under the State Department, the Ministers and Consuls; under the Treasury Department, the custom and internal revenue offices; War Department, the commissioned and civil offices of the army; Navy Department, the commissioned and civil forces of the navy; Post-office Department, the postmastership, and all those connected with the railway mail service; Interior Department, the offices connected with Indian, land, pension, and Territorial matters; the Department of Justice, the various United States Attorneys and Marshalships. U. S. GOVERNMENT, POSTAL LAWS, ETC.

RESIDENT-Is the chief executive officer of the United States. He holds his office during a term of four years beginning on the 4th day of March next succeeding the day of his election. He must be a native of the United States, and not under thirty-five years of age, and a resident of the United States for fourteen years. Salary, \$50,000 per year. He is commander-in-chief of the army and navy and of the militia of the States when they are called into national serv-He can require the opinion in writing of each of the principal officers of ice. the executive departments upon any subject relating to the duties of their re-He can, except in cases of impeachment, grant reprieves and spective offices. pardons for offenses against the United States. With the advice and consent of the senate he can make treaties, appoint embassadors, other public ministers, and consuls and judges of the supreme court, and all other officers of the United States whose appointments are not otherwise provided for. It is the duty of the president, from time to time, to send to congress a "message" giving information of the state of the Union and recommending to their consideration such measures as he shall judge necessary or expedient. He can, on extraordinary occasions, convene both houses of congress or either of them, and if they cannot agree as to time of adjournment, he can adjourn them to such time as he sees fit. He receives embassadors and public ministers, commissions all officers, and must take care that the laws are faithfully executed. Every bill that passes congress must have the president's signature, unless after he has returned it to congress with his objections, the bill has a two-thirds vote of each house in its favor. For the election of president each State is entitled to a number of electors equal to its number of senators and representatives in congress, who meet at their respective State capitals on the first Wednesday in January after their election, and transmit their votes to the president of the United States The votes are canvassed by the two houses of congress in joint con-Senate. vention, and the result is declared on the second Wednesday in February following the meeting of the electors. The person having the greater number of votes for president is the elected president, if that number is a majority of the whole number of electors appointed; if no person has such a majority, then from the persons having the highest numbers, not exceeding three, the house of representatives must immediately, by ballot, choose the president. But in choosing the president, the vote is taken by States, the representation from each State having one vote. If then the house of representatives does not elect a president before the fourth day of March next following, the vice president acts as pres-The president can be removed from office by impeachment for and ident. conviction of treason, bribery, or other high crime or misdemeanor.

Vice President—Is the second executive officer of the United States. He succeeds to the office of president in case of the president's removal from office, or his death, resignation or inability. His qualifications for office are the

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U. S. GOVERNMENT, POSTAL LAWS, ETC.

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LAWS.\*

>\* POSTAL

HE entire postal service of the United States is performed by the government, and forms one of the most important branches of the public service. Its regulations are intended to provide for a prompt, safe and convenient carriage and delivery of the mail matter of a great country. Mail matter is divided into four classes, upon each of which different rates are charged.

First Class Matter-Consists of letters and other written matter, any matter containing a written inscription in the nature of personal correspondence and matter which is sealed against inspection.

Second Class Matter-Embraces all newspapers and other periodical publications which are issued at stated intervals and as frequently as four times a year.

Third Class Matter-Embraces books (printed and blank), transient newspapers and periodicals, circulars and other matter wholly in print, proofsheets and manuscript copy accompanying the same, prices current, printed commercial papers filled out in writing (except where the writing is in the nature of personal correspondence, or where the papers are an expression of a monetary value or the assumption of an obligation or a release or a receipt), such as papers of legal procedure, unexecuted deeds of all kinds, way bills, invoices, the various documents of insurance companies, hand-bills, posters, chromos, engravings, printed envelopes, lithographs, photographs and stereoscopic views, and, in general, all impressions or copies obtained upon paper, parchment or cardboard, by means of printing, lithographing or any other mechanical process excepting the copying press. Limit of weight is four pounds.

All packages of matter of this class must be so wrapped, with open sides or ends, that their contents may be readily examined by postmasters.

Fourth Class Matter-Includes blank cards, cardboard, and other flexible materials, flexible patterns, letter envelopes and letter paper without printing thereon, merchandise and samples of merchandise, models, ornamented paper, sample cards, samples of ore, metals, minerals, seeds, cuttings, bulbs, roots, scions, drawings, plans, designs, original paintings, and any other matter not included in the first, second, or third classes, and which is not in its form or nature liable to destroy, deface or otherwise damage the contents of the mailbag or harm the person of any one engaged in the postal service. The limit of weight of packages is four pounds.

#### Unmailable Matter.

Liquids, poisons, explosive and inflammable articles, fatty substances, live or dead animals (not stuffed), insects (except queen bees when safely secured), and reptiles, fruits or vegetable matter, con.ectionery, pastes and confections, and substances exhaling a bad odor; and every letter upon the envelope of which, or postal card upon which, indecent, lewd, obscene or lascivious delineations, epithets, terms, or language may be written or printed, and all matter

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#### U. S. GOVERNMENT .- POSTAL LAWS, ETC.

concerning lotteries, so-called gift concerns, or other similar enterprises offering prizes or concerning schemes devised and intended to defraud the public or for the purpose of obtaining money under false pretenses.

#### Rates of Postage.

First Class Matter.—On local or drop letters, at offices where free delivery is not established, one cent for each ounce or fraction thereof. Where free delivery is established, two cents for each ounce or fraction thereof.

On other first class matter, two cents for each ounce or fraction thereof, to any part of the United States or the Dominion of Canada. On first class matter, at least one full rate must be prepaid.

A recent provision has been made by which a sperial stamp of the value of ten cents may be obtained, which, when attached to a letter, in addition to the lawful postage thereon, shall entitle the letter to immediate delivery at any place containing 4,000 population or over, according to the Federal census, within the carrier limit of any free delivery office, or within one mile of the post-office coming within the provisions of this law.

Second Class Matter.—All newspapers sent from the office of publication, including sample copies, or when sent from a news agency, to actual subscribers thereto, or to other news agents, shall be entitled to transmission at the rate of one cent per pound or fraction thereof, the postage to be prepaid.

One copy of a newspaper to each actual subscriber residing within the county where the same is wholly or partly printed and published, is free, except at letter carrier office.

The rate of postage on newspapers and periodical publications of the second class, when sent by others than the publisher or news agent, is one cent for each four ounces or fraction thereof, and must be fully prepaid.

Any article in a newspaper or other publication may be marked for observation, except by written or printed words, without increase of postage.

Third Class Matter.—On all matter of this class, postage shall be paid at the rate of one cent for each two ounces or fractional part thereof.

Fourth Class Matter.—On matter of this class, postage shall be paid at the rate of one cent for each ounce or fraction thereof.

Second, third, and fourth class matter must be prepaid.

Foreign Postal Rates cannot be given with any accuracy, as the rates are changing every month. In sending mail to foreign countries, the safest course is to consult the postmaster.

#### Postal Cards.

The object of the postal card is to facilitate letter correspondence and provide for the transmission through the mails at a reduced rate of postage, of short communications either printed or written, in pencil or in ink.

In its treatment as mail matter, the postal card is to be regarded by postmasters the same as sealed letters, except that they should be examined to see that they are not unmailable by reason of bearing obscene expressions, and that in no case will unclaimed cards be returned to the writers.

The postage of one cent each is paid by the stamp impressed on the card and no other payment is required.

Postal cards are issued exclusively by the government. Cards issued by private parties which contain any written matter having the nature of personal correspondence other than the address, cannot be passed through the mails at less than letter postage.

In using postal cards, be careful not to paste, gum, or attach anything to them (except an address, tag, or label), as they will be unmailable, unless at letter rates

U. S. GOVERNMENT .- POSTAL LAWS, ETC.

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#### RATES OF POSTAGE TO FOREIGN COUNTRIES.

#### CANADA.

LETTERS, per ounce, prepayment compulsory, 2 cents; postal cards, each, 1 cent; newspapers, per 4 ounces, 1 cent; samples of merchandise, not exceeding 8 ounces, 10 cents

cents. Any article of correspondence may be registered for ten cents. Patterns and samples are construed to be *bona fide* specimens of goods on hand and for sale, having no intrinsic value aside from their use as patterns and samples. The weight of each package is lim-ited to eight ounces, and the postage charge is ten cents per package, prepayment com-pulsory. They are subject to the regulations of either country to prevent violation of the revenue laws; must not be closed against inspection, and must be so wrapped and inclosed as to be easily examined.

#### MEXICO.

Letters, newspapers, printed matter, and samples are now carried between the United States and Mexico at the same rates as in the United States.

#### COUNTRIES OF THE UNIVERSAL POSTAL UNION.

Lattors por 15 grams (1/ onnes) proparment optional

Postal cards, each	
Newspapers and other printed matter, per 2 ounces	1 cent.
(Packets not in excess of 10 ounces	5 cents.
Commercial papers. { Packets in excess of 10 ounces, for each 2 ounces, or	
fraction thereof	1 cent.
Samples of merchandise. { Packets not in excess of 4 ounces	z cents.
Samples of merchandise. Trackets in excess of 4 ounces, for each 2 ounces or fraction thereof	taant
Registration fee on letters or other articles	10 cent.
registration reconstructed of other articles	to cents.

All correspondence other than letters must be prepaid, at least partially.

The second			the second se
Argentine Republic.	FRENCH COLONIES	Luxemburg.	Siam.
Austria-Hungary.	1. In Asia: French estab-	Montenegro.	Spain, including the Canary
Bahamas.	lishments in India and	Netherlands.	Islands, the Spanish pos-
Barbadoes.	Cochin China. 2. InAf-	NETHERLAND COLONIES	sessions on the north coast
Belgium.		1. In Asia : Borneo, Suma-	
Bermudas.	encies, Reunion, Mada		Andorra, and the postales-
Bolivia.	gascar. 3. In America:		
Brazil.		nea. 3. In America:	the west coast of Morocco.
British Colonies on West	loupe, Martinique, St.	Surinam, Curacoa, St.	SPANISH COLONIES
Coast of Africa.	Bartholomew, St. Pierre.		1. In Africa : Fernando Po.
British Colonies in West	4. In Oceanica : New Cal-	Newfoundland.	2. In America: Cuba and
Indies.	endonia, Tahiti, Marque-	Nicaragua.	Porto Rico. 8. In Ocean-
British Guiana.	sas Islands, Gambier.	Norway,	ica: Ladrone and the
British Honduras.	Germany.	Nubia, Soodan.	Caroline Islands. 4. In
British India.	Great Britain and Ireland.	Paraguay.	Asia: The Philippine
Bulgaria.	Gibraltar and Cypress.	Patagonia, Eastern part.	Archipelago.
Ceylon.	Greece.	Persia.	Straits Settlements (Singa-
Chili.	Greenland.	Peru.	pore, Penang, and Ma-
Colombia, U. S. of.	Guatemala.	Portugal, including Madei-	lacca).
Costa Rica.	Hayti.	ra and the Azores.	St. Thomas, W. I.
Congo, State of.	Hawaii.	PORTUGUESE COLONIES	Sweden.
Denmark.	Honduras.	1. In Asia. 2. In Africa:	Switzerland.
Dominica.	Hong Kong.	Cape Verde, Mozambique.	Trinidad, W. I.
Ecuador.	Italy.	Roumania.	Turkey, European and Asi-
Egypt.	Iceland.	Russia, including Finland.	
France, including Algeria,		Salvador.	Uruguay.
	Japan and Jinsen (Corea).	San Marino.	Venezuela.
Cambodia, Tonquin.	Liberia.	Servia.	

#### COUNTRIES NOT OF THE UNIVERSAL POSTAL UNION.

COUNTRIES.	Letters, per ½oz	News- papers, per 2 oz	Countries.	Letters, per ½oz	News- papers, per 2 oz
Australia.* - N. S. Wales, Queensland, and Victo-			Madagascar (except French stations)	23	6
ria (Melbourne mail.)			Morocco(except Span. pos.)	15 15	2.
Other parts of Australia	5	2	Natal		4
New Zealand via London*.	12		Orange Free State		4
Cape Colony	15	4	St. Helena*	15	4
China, via San Francisco*.	5	2	Transvaal*	21	5

Prepayment compulsory, except to places marked \*. Registration allowed on letters to Australia and New Zealand, 10 cents; on all mail matter to South African Colonies and States, 10 cents.

U. S. GOVERNMENT, ETC.-NATURALIZATION.

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## Who Must be Naturalized.

LL persons born out of the jurisdiction of the United States and who have not been *naturalized* are regarded as *aliens*. It was formerly the rule that an alien could not acquire or hold real estate, but this is now generally changed, and an alien can buy and sell real and personal property, make contracts, and sue and be sued in the same manner as a citizen may do. But he can

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exercise no *political rights* whatever, and cannot, therefore, vote at any election, hold any office or serve as a juror in any court.

Even after naturalization, the alien is ineligible to the office of President of the United States, and in some States to that of Governor; and he cannot be a member of Congress until the expiration of seven years after being naturalized.

# Proceedings to become Naturalized.

Naturalization proceedings are provided and regulated by Congress. The act provides that an alien may be admitted to become a citizen of the United States in the following manner, and not otherwise :

1. Declaration of Intention.—He shall declare an oath or affirmation before the Supreme, Superior, District, or Circuit Court of, or any court of record having common law jurisdiction in, any part of the United States, or of the Territories thereto belonging, or before a Circuit or District Court of the United States, or the Clerk or Prothonotary of any of the aforesaid courts, *two years* at least before his admission, that it is his *bona fide* intention to become a citizen of the United States, and to renounce forever all allegiance and fideity to any foreign prince, potentate, State or sovereignty whatever, and particularly, by name, the prince, potentate, State or sovereignty, whereof such alien may at any time have been a citizen or subject. This declaration is usually in form.

2. Oath to Support Constitution.—He shall, at the time of his applicution to be admitted, declare on oath, before some one of the courts above specified, that he will support the Constitution of the United States, and that he absolutely and entirely renounces and abjures all allegiance and fidelity to every foreign prince, potentate, State, or sovereignty and particularly by name to the prince, potentate, State, or sovereignty of which he was before a citizen, or subject; which proceedings shall be recorded by the clerk of the court. The oath is as follows :—

U. S. GOVERNMENT, ETC.-PUBLIC LANDS.



HE public lands of the United States may be acquired by its citizens in several different ways prescribed by the United States statutes. Congress has made exceedingly liberal provisions for placing these lands within the reach of the citizen. Thus he may select not more than one hundred and sixty acres, and purchase them at a nominal price varying from \$1.25 to \$2.50 per

acre. By entering, improving, and residing upon the lands for a certain period he may get a patent for the same without paying even this nominal sum. Or by cultivating certain portions and planting a certain acreage with trees he may obtain a title without purchase.

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The public lands referred to are situated only within the States of Alabama, Arkansas, California, Colorado, Florida, Illinois, Indiana, Iowa, Kansas, Louisiana, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, Ohio, Oregon, Wisconsin, and the Territories of Arizona, Dakota, Idaho, Montana, New Mexico, Utah, Washington, and Wyoming. These States and Territories, with the exception of Ohio, Indiana, and Illinois, are divided into land districts in each of which there is a land office established by law, with a register and receiver in each in attendance for the sale or other disposal of the public lands therein. Of agricultural public lands there are two classes: The one class at \$1.25 per acre, which is designated as *minimum*, and the other at \$2.50 per acre, or *double minimum*. The latter class consists of tracts embraced within, the alternate sections of lands, reserved to the United States in acts of Congress in making grants for railroads or other public enterprises. We give below a summary of these laws.

#### Preemptions.

Lands Subject to Preemption.—All lands belonging to the United States to which the Indian title has been, or may be hereafter extinguished, shall be subject to preemption, except: I. Lands included in any treaty, law, or proclamation of the President; 2. Lands included within the limits of any incorporated town, or selected as a town site; 3. Lands actually settled and occupied for purposes of trade or business, and not for agriculture; 4. Lands on which are situated any known salines, or mines.

**Persons Entitled to Preemption.**—Every person being the head of a family, or widow, or single person over the age of trenty-one years, and a citizen of the United States, or having filed his declaration of intention to become such, who has made, or hereafter makes, a settlement in person on the public lands subject to preemption, and who inhabits and improves the same, and who has erected, or shall erect, a dwelling thereon, is authorized to enter with the register of the land office for the district in which the land lies, by

#### U. S. GOVERNMENT, ETC.-PUBLIC LANDS.

Proving Claim .- Having completed his term of residence, the settler must next proceed to "prove up." To do this, he must first file with the register a written notice of his intention so to do. Such notice must describe the land claimed, and the claimant must give the names and residences of persons upon whom he relies as witnesses. The filing of such notice must be accompanied by a deposit of sufficient money to pay the cost of publishing the notice to be given by the register. Upon the filing of the notice by the applicant, the register publishes a notice of the application once in each week for five weeks in a newspaper published nearest the land, and posts a copy of the notice in a conspicuous place in his office. The notice states that the application has been made; the name of the applicant; the kind of entry; a description of the land, and the name of the witnesses. At the expiration of the time, upon filing proof of such publication and posting, the homestead party may appear in person with his witnesses at the district land office, and there make affidavit and proof required in support of his claim ; or he may appear with his witnesses before the judge of a court of record of the county and State, or district and Territory where the land is situated, and there make the final proof. If the judge is absent, the proof may be made before the clerk.

**Abandonment of Homestead.**—As a party is entitled to but one homestead privilege, if he voluntarily abandons or relinquishes his claim, he cannot make another entry. Where, however, an entry is invalid through no fault of his own, he may file another claim.

Changing form Preemption to Homestead.—Where a party has made a settlement under the preemption act, he may, if he desires, change to the homestead, and the time he has occupied as a preemptor may be credited upon his five years.

Soldiers' and Sailors' Claims.—Soldiers and sailors who served in the Union forces not less than ninety days during the war, and who were honorably discharged, are entitled to one hundred and sixty acres of \$2.50 land, and the time of his service, not exceeding four years, shall be deducted from the five year period. If he be dead, his widow; or if she be dead or married again, then his minor orphan children are entitled to the benefit.

Lands Exempt.—All lands obtained under the homestead laws are exempt from all liability for debts contracted prior to the issuing of the patent therefor.

Fees and Commission.—For homestead entries in Michigan, Wisconsin, Iowa, Missouri, Minnesota, Kansas, Nebraska, Dakota, Alabama, Mississippi, Louisiana, Arkansas, and Florida, commissions and fees are to be paid according to the following table :--

	Price per	COMM	ISSIONS.	FEE.	Total of Fees and		
Acres.	Acre.	Payable when Entry is Made.	Payable when Cer- tificate Issues.	Payable when Entry is Made.	Commissions.		
160	\$2 50	\$8 00	\$8 00	\$10 00	\$26 00		
80	2 50	4 00	4 00	5 00	13 00		
40	2 50	2 00	2 00	5 00	9 00		
160	1 25	4 00	4 00	10 00	18 00		
80	I 25	2 00	2 00	5 00	9 00		
40	1 25	1 00	1 00	5 00	7 00		

# U. S. GOVERNMENT, ETC.-PUBLIC LANDS.

COMMISSIONS. FEE. Price per Total of Fees and Acres Acre. Commissions Payable when Payable when Cer-Payable when Entry is Made tificate is Issues Entry is Made. 160 \$2 50 \$12 00 \$12 OO \$10 00 \$34 00 80 2 50 6 00 6 00 5 00 17 00 40 2 50 3 00 3 00 5 00 11 00 160 6 00 I 25 6 00 10 00 22 00 80 1 25 3 00 3 00 5 00 11 00

On lands in California, Nevada, Oregon, Colorado, New Mexico, Washington, Arizona, Idaho, Utah, Wyoming, and Montana commissions and fees are to be paid according to the following table :- !

#### Timber Culture.

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For the purpose of encouraging the cultivation of timber upon the treeless prairies of the West, congress has made provisions by which a settler may acquire not more than one hundred and sixty acres of land, by planting and cultivating a certain number of acres of trees thereon.

The Statute Provisions.—By the law of June 14. 1878, it is provided that any person who is the head of a family, or twenty-one years of age, and who is a citizen of the United States, or has declared his intention to become such, who shall plant, protect, and keep in a healthy, growing condition for eight years, ten acres of timber on any quarter section, or five acres on any legal sub-division of eighty acres, or two and a half acres on any legal subdivision of forty acres or less, shall be entitled to a patent for the whole of said one hundred and sixty, eighty, or forty acres, as the case may be, at the expiration of eight years on making proof of such fact by not less than two credible witnesses and full compliance with the other provisions of the law.

The Proceedure.—Having selected the land he wishes to enter, the party must go to the land office and make and file an application to enter the same. He must also make and file an affidavit stating that he is the head of a family, or twenty-one years of age, and a citizen of the United States, or has declared his intention to become such; that the section of land specified in his application is composed exclusively of prairie lands, or other lands devoid of timber; that the filing and entry is made for the cultivation of timber and for his own exclusive use and benefit; that he has made the application in good faith, and not for the purpose of speculation, or directly or indirectly for the use or benefit of any other person or persons whomsoever; and that he intends to hold and cultivate the land to fully comply with the law.

Fees and Commissions.—The fees for entries are ten dollars, if the tract applied for is more than eighty acres, and five dollars if it is eighty acres or less, and the commissions of register and receiver are two dollars to each at the date of entry and a like sum at the time of proving up.

Manner and Extent of Cultivation.—The party is required, if his entry be of one hundred and sixty acres, to break or plow five acres the first year; five acres the second year, and to cultivate, to crop, or otherwise, the five

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## U. S. GOVERNMENT, ETC.-PUBLIC LANDS.

acre's broken or plowed the first year; the third year he shall cultivate, to crop, or otherwise, the five acres broken the second year, and plant in timber, seed, or cuttings, the five acres first broken or plowed, and to cultivate and put in, crop or otherwise, the remaining five acres; and the fourth year to plant in timber, seeds, or cuttings the remaining five acres. All entries of less than one hundred and sixty acres shall be cultivated in the same manner and to a proportionate number of acres. Where the trees, etc., have been destroyed by grasshoppers, the time may be extended one year. At the final hearing, it must be shown that not less than two thousand seven hundred trees were planted on each acre, and there must then be growing at least six hundred and seventy-five living and thrifty trees to each acre.

In Case of Death the proof may be made by the heirs or legal representatives of the party, and they will be entitled to the patent.

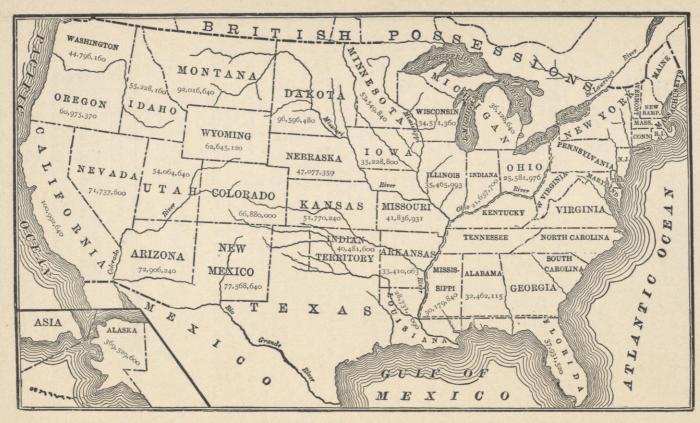
Final Proofs may be made at any time within five years after the expiration of the eight years. The proceeding is substantially the same as in preemption cases.

Kinds of Trees.—The following classes of trees are recognized as timber within the meaning of the law, viz :—Ash, alder, birch, beech, black walnut, basswood, black locust, cedar, chestnut, cottonwood, elm, fir, spruce, hickory, honey locust, larch, maple, box elder, oak, pine, plane or cotton tree, button wood or syccamore, mountain ash, white walnut or butternut, white willow, and white wood or tulip tree.

Blank forms for all papers can be had at each land office, and by addressing the General Land Office at Washington, a circular can be obtained giving full information in regard to the whole subject.

States and Territories.	Cities.	States and Territories.	Cities.	States and Territories.	Cities.
Alabama	) Huntsville ) Montgomery ( Little Rock	Idaho	Boise City Lewiston	Montana	j Helena ) Bozeman ( Norfolk
Arkansas	Camden Harrison Dardanelle	Iowa	{ Des Moines { Topeka   Salina	Nebraska	Beatrice Lincoln Niobra
Arizona Ter'y	} Prescot } Florence { San Francisco	Kansas	Independence Wichita Kirwin		Grand Island North Platte Bloomington
	Marysville Humboldt		Concordia	Nevada	) Carson City ) Eureka
California	Stocton Vssalia Sacramento	Louisiana	Wa-Keeny New Orleans Natchitoches	New Mexico	Oregon City
	Los Angeles Shasta Susanville	Michigan	Detroit East Saginaw Reed City	Oregon	Koseburg Le Grand Lakeview
	Bodie Denver Leadville		(Marquette (Taylor's Falls St. Cloud	Utah	The Dalles Salt Lake City
Colorado	Central City   Pueblo   Del Norte	Minnesota	Duluth Fergus Falls Worthington	Washington.	Vancouver Walla Walla Colfax Yakima
	Lake City Mitchel Watertown		Tracy Benson Crookston		Menasha Falls of S. Croix
Dakota	Fargo { Yankton   Bismarck	Mississippi	Redwood Falls { Jackson ( Boonville	Wisconsin	Wausau   La Crosse   Bayfield
Florida	Deadwood Grand Forks Gainesville	Missouri	{ Ironton Springfield { Miles City	Wyoming	Eau Claire Cheyenne Evanstown

United States land offices can be found at the following places :--



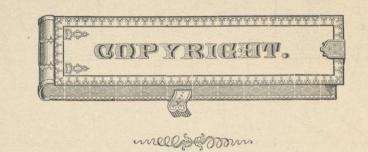
## MAP SHOWING ACREAGE OF PUBLIC LANDS IN UNITED STATES AND TERRITORIES.

[Figures include Indian and other public reservations, some school claims and railroad swamp lands, etc. Also the great mountain and desert areas, and areas of unsurveyed lakes and rivers.]

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U. S. GOVERNMENT, ETC. - COPYRIGHT.



OPYRIGHT is defined by Kent to be the legal right which an author has in his own original productions, especially the exclusive right of an author to print, publish, and yend his own literary works for his own benefit, during a certain period of time.

**Under whose Control**.—All records and other things relating to copyrights, and required, by law to be preserved, are under the control of the Librarian of Congress, who, under the supervisory care of the joint committee of Congress on the library, performs all acts and duties required by the laws touching copyrights. All records and papers issued from the office and to be used in evidence, must be authenticated by the seal of the librarian.

Who may be Protected by Copyright.—Any citizen or resident of the United States who is the author, inventor, designer, or proprietor of any book, map, chart, dramatic or musical composition, engraving, cut, print, photograph, or negative, or of a painting, drawing, chromo, statue, stationery, and of models or designs intended to be perfected as works of the fine arts, and the executors, administrators, or assigns of any such person, can, upon complying with the copyright law, have the sole liberty of printing, reprinting, publishing, completing copying, executing, finishing, and vending the same, and in case of a dramatic composition, of so, authors can reserve the right to dramatize or translate their own works.

The following concise directions for securing copyrights, under the revised acts of Congress, are issued by the Librarian of Congress, Washington, D. C. :-

 A printed copy of the title of the book, map, chart, dramatic or musical composition, engraving, cut, print, photograph, or a description of the painting, drawing, chromo, statue, statuary, or model or design for a work of the fine arts, for which copyright is desired, must be sent by mail, or otherwise, prepaid, addressed,

#### LIBRARIAN OF CONGRESS,

## WASHINGTON, D. C.

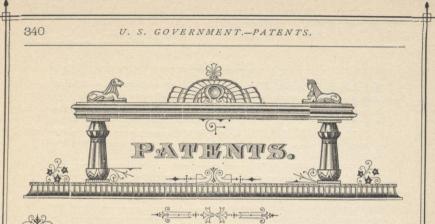
This must be done before publication of the book or other article. The *printed title* required may be a copy of the title page of such publications as have title pages. In other cases the title must be printed expressly for copyright entry, with name of claimant of copyright. The style of type is immaterial, and the print of a type-writer will be accepted; but a separate title is required for each entry, and each title must be printed on paper as large as commercial note.

2. A fee of fifty cents for recording the title of each book or other article, must be inclosed with the title as above, and fifty cents in addition (or one dollar in all) for each certificate of copyright under seal of the Librarian of Congress, which will be transmitted by early mail.

3. Within ten days after publication of each book, or other article, two complete copies of the best edition issued must be sent, to perfect the copyright, with the address,

#### LIBRARIAN OF CONGRESS,

WASHINGTON, D. C.



PATENT is an instrument in writing, by which the United States secures to an inventor, for a limited time, the exclusive right of making, using, and selling his original invention.

The object of this article is to give all of the most important provisions of the law in regard to patents, by stating the substance of the statute law and of the rules of the Patent Office.

## Correspondence.

Business to be Transacted in Writing.—All business with the office should be transacted in writing. Unless by consent of all parties, the action of the office will be based exclusively on the written second. No attention will be paid to any alleged oral promise, stipulation, or understanding, in relation to which there is disagreement or doubt.

**Correspondence to be in the Name of the Commissioner.**—All office letters must be sent in the name of the "Commissioner of Patents," Washington, D. C. All letters and other communications intended for the office must be addressed to him: if addressed to any of the other officers, they will ordinarily be returned.

All Charges to be Prepaid.—Express charges, freight, postage, and all other charges on matter sent to the Patent Office, must be prepaid in full; otherwise it will not be received.

**Personal Attendance of Applicants Unnecessary.**—The personal attendance of applicants at the Patent Office is unnecessary. Their business can be transacted by correspondence.

**Correspondence with Attorneys.**—Where an attorney has filed his power of attorney, duly executed, the correspondence will be held with him.

Separate Letters.—A separate letter should in every case be written in relation to each distinct subject of inquiry or application. Assignments for record, final fees, and orders for copies, or abstracts must be sent to the office in separate letters.

Letters Relating to Applications or Patents.—When a letter concerns an application, it should state the name of the applicant, the title of the invention, the serial number of the application, and the date of filing the same. When the letter concerns a patent, it should state the name of the patentee, the title of the invention, and the number and date of the invention.

Subjects on Which Information Cannot be Given.—The office cannot respond to inquiries as to the novelty of an alleged invention in advance of an application for a patent, nor to inquiries made with a view of ascertaining whether any alleged improvements have been patented, and if so, to whom: nor can the office act as an expounder of the patent jaw, or as counselor for individuals, except as to questions arising within the office. Of the propriety of making an application for a patent, the inventor must judge for himself, the office is open to him, and its records and models pertaining to all patents granted may be inspected either by himself or by any attorney or expert he may call to his aid; the reports of the Office are also widely distributed. Further than this the Batent Office can render the applicant monosistance until his case comes regularly before it in the manner prescribed by law. U. S. GOVERNMENT-TRADE-MARKS.

## Office Fees.

he	<b>Payable in Advance.</b> —The following are the fees of the Patent Office relative matters of which we have treated. All fees must be paid in advance :—	te
	On every application for a design, for three years and six months	
	" " " " " seven years 15 00	
	" " " " fourteen years	
	On every caveat 10 00	
	On every application for a patent 15 00	
	On issuing each original patent 20 00	
	On filing a disclaimer 10 00	
	On every application for a re-issue 30 00	
	On every application for a division of a re-issue 30 00	
	On every application for an extension	
	On the grant of every extension 50 00	
	On the first appeal from a primary examiner to examiners-in-chief 10 00	
	On appeal to the Commissioner from examiners-in-chief 20 00	
	On every copy of a patent or other instrument, for every one hundred words 10	
	On every copy of drawing, the cost of having it made	
	For recording every assignment of three hundred words or under 1 00	
	For recording every assignment, if over three hundred and not over one	
	thousand words 2 00	
	For recording every assignment, of over one thousand words 3 00	
	For uncertified copies of specifications and drawings of all patents which are	
	in print 25	
	Twenty copies or more-per copy 10	
	For the same when not in print-the reasonable cost of making them	
	For copies of matter in any foreign language, per hundred words 20	
	For translations, per hundred words50	

Mode of Payment.—The money required for office fees may be paid to the Commissioner, or to the Treasurer, or any of the assistant treasurers of the United States, or to any of the designated depositories, national banks, or receivers of public money designated by the Secretary of the Treasury for that purpose, who will give the depositor a receipt or certificate of deposit for the money. When this cannot be done without much inconvenience, the money can be remitted by mail, and in every instance the letter should state the exact amount inclosed. The safest way is to send a registered post-office money order, payable to the "Commissioner of Patents."

**Damages for Infringement of Patent.**—Damages for the infringement of any patent may be recovered by action on the case in the name of the party interested, either as patentee, assignee, or grantee, and whenever in any such action a verdict is rendered for the plaintiff, the court may enter judgment thereon for any sum above the amount found by the verdict as the actual damages sustained, according to the circumstances of the case, not excee ing three times the amount of such verdict, together with the costs.

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*	Trade-Marks.	
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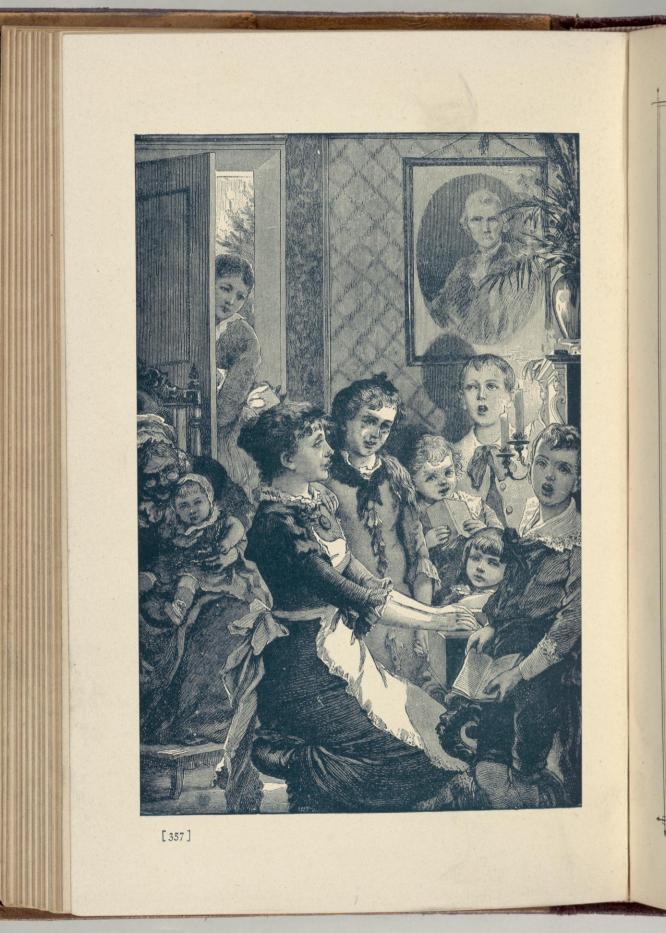
The following are the rules of the Patent Office in relation to trade-marks :-

## Who May Obtain Registration.

Any Person, Firm, or Corporation, Domiciled in the United States, or located in any foreign country which, by treaty, convention, or law, affords similar privileges to citizens of the United States, and who is entitled to the exclusive use of any trade-mark, and uses the same in commerce with foreign nations, or with Indian tribes.

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DOMESTIC RELATION.

HE relation of marriage not only forms the basis and foundation of all social and domestic life, but upon it also rests the welfare of the State and the happiness and prosperity of the race. Whatever tends to increase the purity and holiness of this relation should be fostered, as promoting the welfare and existence of the most divine of human institutions. Whatever tends to laxity and indifference in regard to its sacred character, should be suppressed in the name of mother, home, and the tender recollections of childhood.

Although of divine origin, and the subject of divine laws, the relation of marriage is regulated by municipal law, and as a matter of general interest we shall give a few of the principal rules which govern and control it,

## Marriage.

Marriage a Contract.— In the contemplation of the law, marriage is a civil contract, and what we have said in relation to contracts generally, is largely applicable here. Marriage, like other contracts, requires competent parties, and proper consummation.

Who May Marry.—In order to be valid a marriage must be between competent parties, and in determining their competency, several questions are to be taken into consideration : —

1. Age.—No persons are capable of binding themselves in marriage until they have arrived at the age of consent, which by the common law was fixed at fourteen in males and twelve in females. By statute in many States, these periods have been changed, a very common provision being that the man shall be eighteen and the woman sixteen years of age.

2. Consent of Parents.—At common law, the consent of parents was not necessary, and it is not so in most of the States, but there are a few States in which this consent is necessary.

## DOMESTIC RELATION.

his other contracts—voidable at his election. But there are many reasons which will excuse a refusal to perform a contract to marry. Thus if it be discovered that the other party is within the prohibited degrees of relationship, or is of a lewd or lascivious character, or is afflicted with disease so as to incapacitate from marriage or to render it unsafe, or improper, or is already married, or is forbidden by law to marry, or that a woman betrothed herself as a virgin when in fact she was not so, the other party cannot be held liable for refusing to marry.

The party injured by the breach of the promise is entitled to recover damages therefor. Damages in such actions rest in the discretion of the jury, and they may take in consideration the defendant's wealth, his social standing, etc., in estimating the amount to be allowed. Juries often award very liberal damages, and the courts seldom set aside the verdicts as excessive.

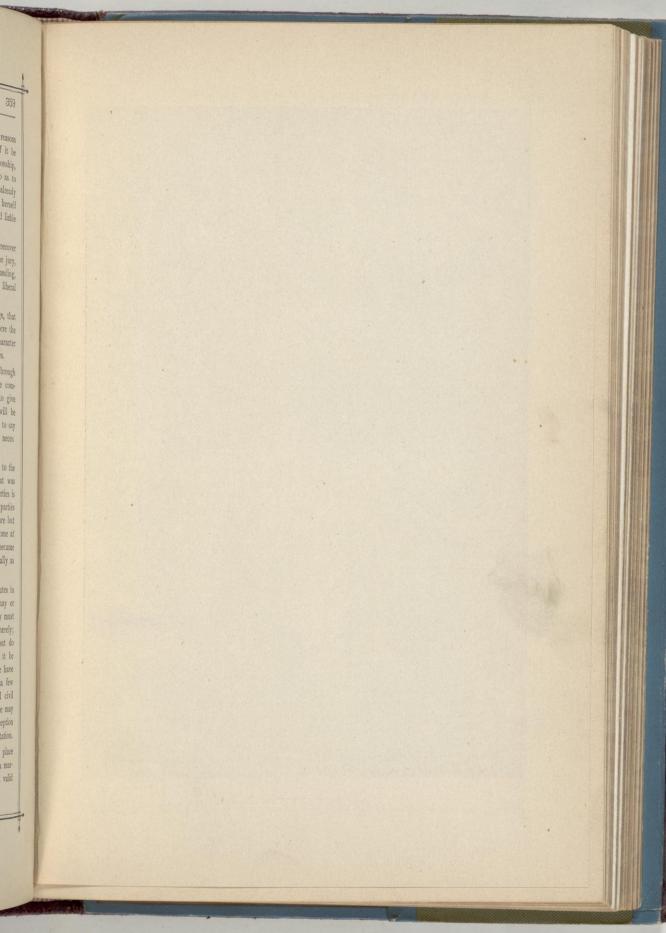
Where the woman has been seduced under the promise of marriage, that fact may be taken into consideration to increase the damages. So where the man undertakes to defend a breach of promise by showing the bad character of the woman and fails, this may also be used in aggravation of damages.

The Marriage Ceremony.—If the parties have passed in safety through the period of the engagement, the next question of interest will be the completion of the contract by an actual marriage. We do not pretend to give here the rules of etiquette in relation to marriage ceremonies; these will be found under their proper heads further on in the book. But we wish to say something in regard to the necessity of a ceremony, and if any be found neces sary, what the form of it shall be.

At the common law, no particular form or ceremony was necessary to the valid celebration of a marriage; the consent of the parties is all that was necessary to the valid celebration of a marriage; the consent of the parties is all that was required. This was on the ground that the consent of the parties is the essence of the marriage, and that the ceremonies of celebration are but its form. By this rule, if a man and woman agreed together to become at once husband and wife, and began cohabitation together as such, they became by virtue of this consent and cohabitation, husband and wife as effectually as though they had gone through any form of ceremony.

Many of the States, if not all, now have provisions in their statutes in regard to marriage, and prescribe by whom, and in what way, a marriage may or must be celebrated. Some of these statutes are *mandatory*; that is, they must be complied with, or the marriage will be void. Others are *directorv* merely; that is, they point out a way in which a marriage *may be* solemnized, but do not make it imperatively necessary to the validity of the marriage that it be followed. The general rule, however, is that marriage by consent as we have explained it above, is good throughout the United States, except in a few States where the local statutes have provided otherwise. In nearly all civil cases, where the act of marriage comes in question, a presumptive marriage may be established by proof of cohabitation, acknowledgment of the parties, reception as such by the family, connection as man and wife and by general reputation.

The law which governs marriage in most cases, is the law of the place where the marriage was celebrated. It is therefore a general rule that a marriage valid at the place where it was solemnized is, unless incestuous, valid everywhere; and if void there, is void everywhere.





#### DOMESTIC RELATION.

Parties contemplating marriage will do best to inform themselves of the statutory provisions, if there are any, and to observe them. As most people are not married very often, they can afford to take the time necessary to assure themselves that they will remain married.

Mock Marriages .- Young people sometimes go through a marriage ceremony "for fun." Fun is a good thing in its place, but marriages for fun often prove, ultimately, to be anything but funny. Some time ago in New Jersey, a party of young people who had tired of other amusements, determined to have a wedding "just for fun," so one young lady challenged a young gentleman present to be married to her, and he accepted the proposition. They requested an old gentleman to perform the ceremony, and he consented. The parties accordingly stood up, their friends gathered around, and the old gentleman after going through with the proper ceremony, pronounced the couple to to be husband and wife. This was good fun, but a day or two afterward when the parties discovered that the old gentleman was a justice of the peace authorized to perform marriages, and that he, not knowing that the young couple were not in earnest, was about to have the fact of the marriage recorded, their merriment changed to alarm. It was only after a delay of several years, and the anxieties of an expensive law-suit, that the young folks found out whether or not they were husband and wife in earnest.

The Court said that consent was necessary to valid marriage, and that a marriage *intended* to be only in fun was not binding upon the parties. And this is the law. Mock marriages are not valid, but the experience of the New Jersey couple proves that young folks would do better to choose some other form of play.

Effect of Marriage.—The marriage changes in many important respects, the legal status of the parties, imposes upon them new duties and confers upon them new rights. In many respects they are thereafter regarded by the law as one person, in which the individuality of each is merged. We have discussed to some extent the property "Rights of Married Women" under that head, but we propose to state here, briefly, some of the other rights and duties than those connected with property. It would promote the happiness of the human race if all questions as to the duty of one to the other of the married pair could be settled by the law of mutual love and kindness, but unfortunately this cannot be, and consequently the municipal laws are compelled to define with more or less minuteness what are the duties of each, and to make provisions for securing their observance.

**Duties of Husband.**—The legal duties of the husband to the wife are numerous, but we shall mention only the most important.

1. To Maintain Her.—The husband is bound to provide his wife with necessaries suitable to her situation and his condition in life, and if he fails in this regard the wife may pledge his credit for the same. The term *necessaries* is a very comprehensive one. Thus, to be more specific, the husband is bound to furnish his wife with a suitable home, to provide her with proper clothing, to give her necessary food, to procure medical attendance when she is sick, and to provide for her generally according to his means. The home, clothing, etc., which would be deemed necessaries for the wife of a wealthy man would be very different from those required of a laborer. The husband's means and his station in life are the tests.

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YALE COLLEGE. New Haven, Conn.



GORE HALL, HARVARD. Cambridge, Mass. PRACTICAL GRAMMAR.

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NOUNS.

INCE we must have a name for everything of which we speak, it follows that names, or *nouns*, as they are called in grammar, form a very important part of language.

The name of anything, whether real or imaginary, is a *noun*. It may be the name of a material object, or it may be the name of an action or a quality.

A noun that denotes but *one* thing of its kind, is said to be in the *singular number*.

A noun that denotes two or more things of the same kind, is in the *plural number*.

## FORMATION OF THE PLURAL.

In most cases the plural noun differs in form from the singular.

The plural number is generally formed by adding s to the singular; as,—

Town, towns; river, rivers; mountain, mountains.

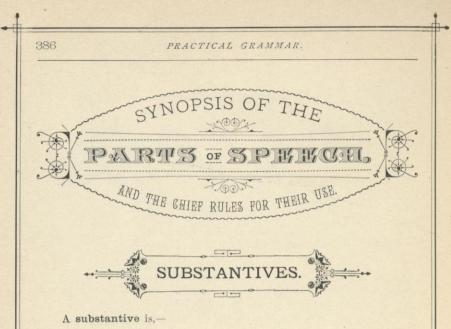
NOUNS ENDING IN S.— Nouns ending in the sound of s, z, sh, ch soft, or j, add the syllable es to form the plural.

## EXAMPLES.

Ending in the sound of **s**: gas, gases; fox, foxes; conscience, consciences. Ending in the sound of **z**: maze, mazes; adz, adzes; noise, noises. Ending in **sh**: dish, dishes; wish, wishes; fish, fishes.

Ending in ch: watch, watches; torch, torches; witch, witches; church, churches.

Ending in the sound of j: cage, cages; barge, barges; forge, forges.



1. A noun; or a letter, sign, or figure, used to represent its own name.

2. A word, phrase, or clause, used in the office of a noun.

## NOUNS.

# Names, of every kind, are called nouns.

A common noun names any one of a class.

A proper noun distinguishes some particular individual of a class.

A collective noun names a collection of objects.

An abstract noun names a quality.

A verbal noun is a participle or an infinitive used to name action, being, or state.

## PRONOUNS.

**Pronouns** take the place of nouns, by alluding to persons or things previously named, to the speaker, or to one or more persons spoken to.

A personal pronoun shows its person by its form.

A relative pronoun shows the relation of its clause to the word represented by the pronoun.

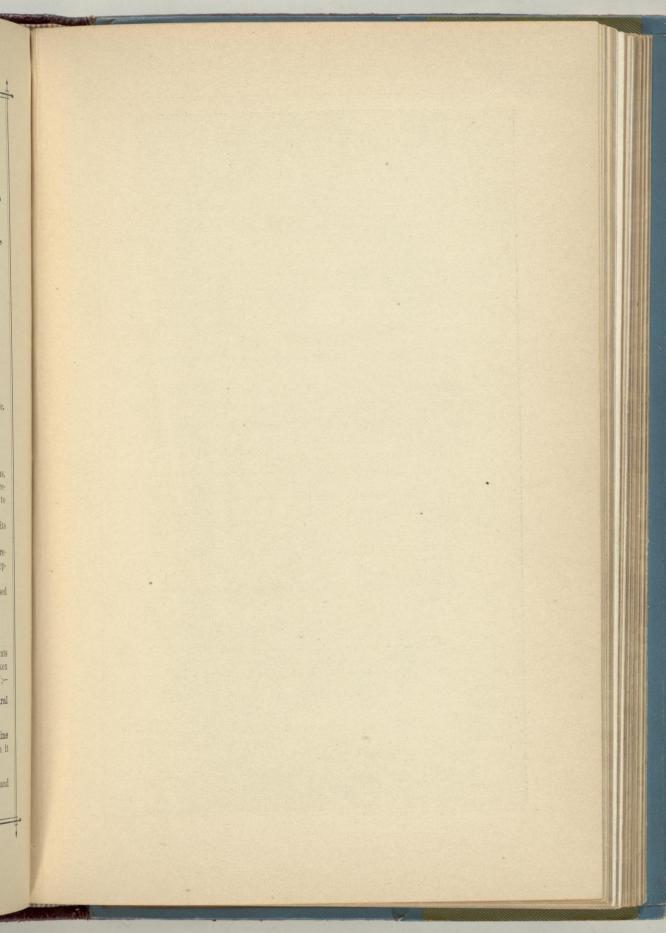
An interrogative pronoun is used in asking a question.

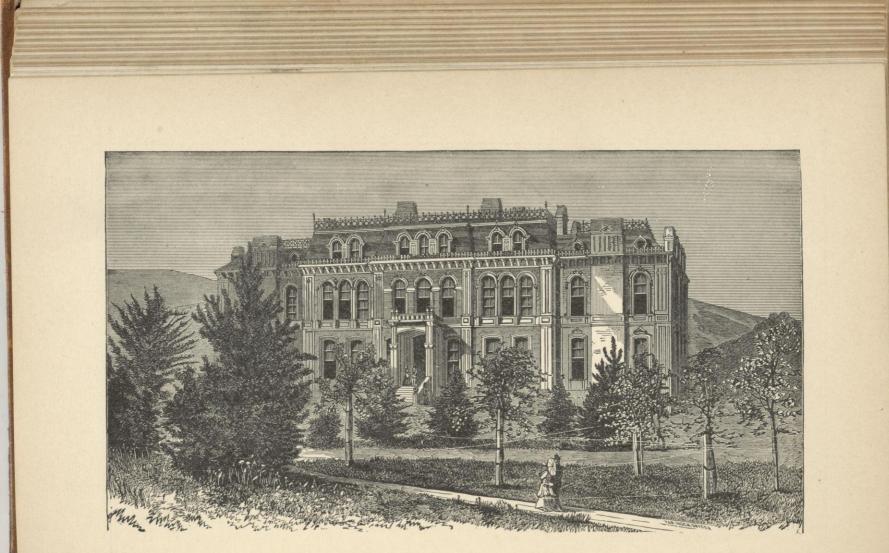
A substantive is said to be in the **first person**, when it represents the speaker; in the **second person**, when it represents the person spoken to; in the **third person**, when it represents a person or thing spoken of;—

In the singular number, when it means but one; and in the plural number, when it means more than one;—

In the masculine gender, when it denotes a male; in the feminine gender, when it denotes a female; and in the neuter gender, when it denotes an object that has no sex.

A pronoun must agree with its antecedent in person, number, and gender.





CALIFORNIA UNIVERSITY.

Berkeley, Cal.



N THE following treatise, the different constructions in language are made the basis of classification. Instead of being at once taught all the uses of the comma, or of any other mark, we are told how to fully punctuate such constructions as the *Series*, the *Participial* 

<sup>v</sup> *Phrase*, the *Adjective Phrase*, etc. The diagram on the following page gives a synopsis of the plan of arrangement, and also serves as an index.\*

The entire subject is considered under six heads :-

- I. Marks to be used at the Close of a Sentence.
- 2. Punctuation of Simple Sentences.
- 3. Punctuation peculiar to Complex Sentences.
- 4. Punctuation peculiar to Compound Sentences.
- 5. Punctuation of Independent Expressions.
- 6. Unclassified Cases.

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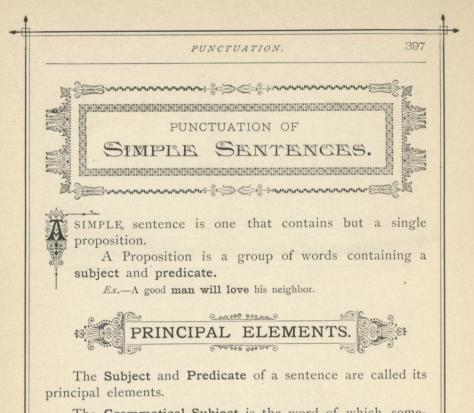
UNIV.

ALIFORNIA

\*How to find the Rule for Punctuating a Passage.—If the passage you want to punctuate is a *Couplet*, you will look under *Simple Sentences*, and *Compound Elements*, in the diagram. There you will find the *Couplet*, and the page where you are to look for the rules relating to such a construction. Having found the page, you read the rules, one after another, till you find the one that fits the case you have in hand. If you want to learn whether any mark should be placed after a *Series*, find the page where the rules for the *Series* begin, and you will see that the first group of rules are given to tell how the terms of a series are to be separated, the second to tell what marks should precede the series, and the third to tell what marks should follow it. Here you will find your rule.

If your passage is an Adjective Clause, it will come under Complex Sentences, and will be easily found. If you want to know what mark to use in separating Coördinate Clauses, look under Compound Sentences, etc.

If you do not understand grammar well enough to distinguish the clauses, phrases, etc., that make up a sentence, you must carefully read he instruction at the head of each division, and also the examples, comparing them with the rules' they are meant to illustrate. Persevering practice of this kind will soon give you a success that will be gratifying indeed.



The **Grammatical Subject** is the word of which something is predicated in the sentence.

The **Grammatical Predicate** is the word or words that predicate something of the subject.

A Complex Subject is the grammatical subject taken together with the words and phrases that limit it.

Ex.-The old man of the mountains appeared on the scene.

A **Compound Subject** consists of two or more simple or complex subjects all having one and the same predicate.

*Ex.*—*Honesty*, *truthfulness*, and *industry* are indispensable qualities of a good character.

A simple sentence with a compound subject or predicate is sometimes called a **Partially Compound Sentence**.

The subject and predicate of a sentence are so intimately related that they should not ordinarily be separated by any mark of punctuation. Sometimes, however, it becomes necessary to separate them, as will be shown by the following :—



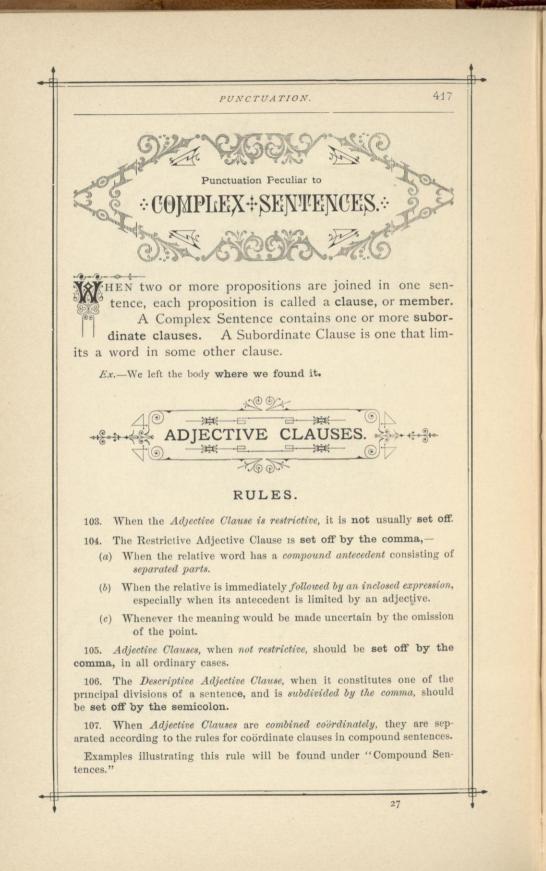
MAIN HALL.

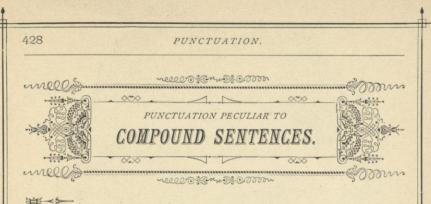


LABORATORY.



LAW DEPARTMENT.



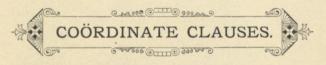


COMPOUND Sentences are made up of principal clauses coördinately combined.

Ex.-Fools make feasts, and wise men eat them.

They will be considered under three heads: Coördinate Clauses, Supplementary Clauses, and Important Divisions.

Supplementary Clauses are regarded as *principal clauses*, but they approach more nearly to subordinate clauses than do others of their class. They are *addative* in their nature, being *appended* to a sentence to express some *after-thought*, —an inference, illustration, or remark; or to answer some expectation raised by a preceding clause, etc.



The rules for separating coördinate clauses apply to the couplet and series alike.

When, in a series of clauses, no conjunction occurs between any of the clauses but the last two, that conjunction, if it be the word "and", may be regarded as joining the entire series; for it shows that they are all equal in rank, and coördinately combined.

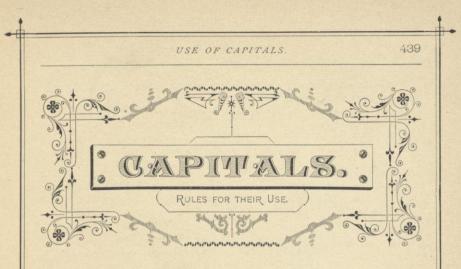
## RULES.

150. A comma should precede a Couplet or Series of Coördinate Clauses used as the *object* of a transitive verb, or *in predicate* with the verb "To be."

151. The comma should separate Coördinate Clauses, when they are closely related in sense, especially when they are joined by a conjunction, and not subdivided by the comma.



Poughkeepsie, N.Y.



## TITLES, HEADINGS, I AND O.

**RULE 1.**—Titles of books, headings of chapters, and the words I and O are printed *entirely* in capitals.

## NAMES OF DEITY.

RULE 2.—A noun that names God or Christ should begin with a capital.

#### EXAMPLES.

I. They transgress the divine law, and sin against the most estimable Benefactor.

2. They praised Jehovah for the wheat sheaves gathered.

3. We had a long debate upon the sonship of Jesus Christ.

**RULE 3.—Nouns** commonly used to name the Deity should take the small initial when used to denote false gods or men.

## EXAMPLES.

- I. For the Lord is a great God, and a great King above all gods.
- 2. Of a truth it is that your God is a God of gods and a Lord of kings.

**RULE 4.**—Nouns commonly used to name other objects should take the capital initial when used figuratively to denote God or Christ. The word *spirit* should begin with a capital when it means the Spirit of God.

## EXAMPLES.

I. May Heaven forgive him.

2. The world was all before them where to choose Their place of rest, and *Providence* their guide.

3. He is my Rock, and there is no unrighteousness in him.

- 4. I will show thee the bride, the Lamb's wife.
- 5. May the Spirit teach him what man cannot.

USE OF CAPITALS.

**RULE 5.**—A pronoun used to represent the name of the Deity commonly begins with a small letter.

## EXAMPLES.

I. I am the Lord's, and he is mine.

2. Sing unto the Lord, sing praises to his name.

**RULE 6.**—A pronoun used to allude to God or Christ, but having no antecedent, may, for emphasis, or to prevent ambiguity, begin with a capital.

### EXAMPLES.

I. Oh! show me where is He, the high and holy one.

2. When if we would trust in His wisdom

Whose purpose we may not see,

We should find, whatever our trials,

As our day our strength shall be.

3. How hard to contemplate *Him* as calm, unimpassioned reason; as impartial, disinterested, all-comprehending love.

**RULE 7.**—An adjective which by the omission of its noun comes to represent the Deity, should begin with a capital.

#### EXAMPLES.

I. Again the Almighty spake.

2. He hoped to absorb himself in the One-the Infinite.

3. Drew after him the third part of heaven's sons conjured against the Highest.

**RULE 8.**—When a title of Deity consists of **two nouns**, with or without *of* between them, each noun begins with a capital if each is really an essential part of the title.

## EXAMPLES.

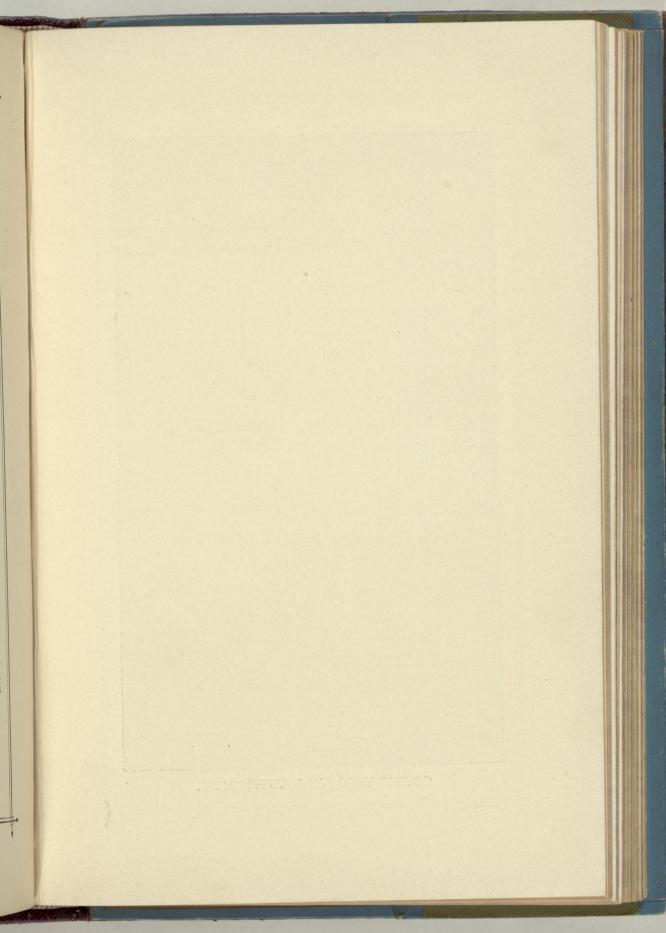
I. Such could have been planned and brought into being by none but the eternal *Source of Life*.

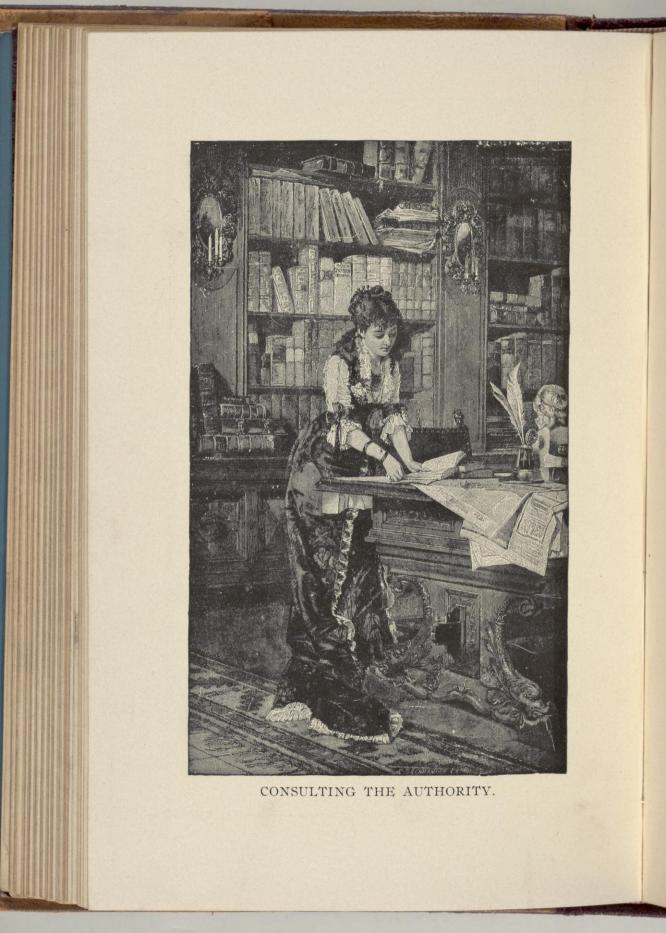
2. His name was called the Word of Life.

**RULE 9.**—When a title of God or Christ is a group of words consisting of two nouns, with or without of between them, the second noun should have a small initial if it is *not an essential part* of the title, but used merely to denote an attribute.

#### EXAMPLE.

 Heaven opened wide Her ever during gates, harmonious sound On golden hinges moving, to let forth The King of glory, in his powerful Word And Spirit coming to create new worlds.





O be able to write a good letter is a qualification much to be coveted. Nature has not blessed everybody with the same gifts, and some are endowed by her with a superior capacity for one thing, and some for another. Some are natural singers, some natural readers, natural linguists, orators, mechanics, penmen,

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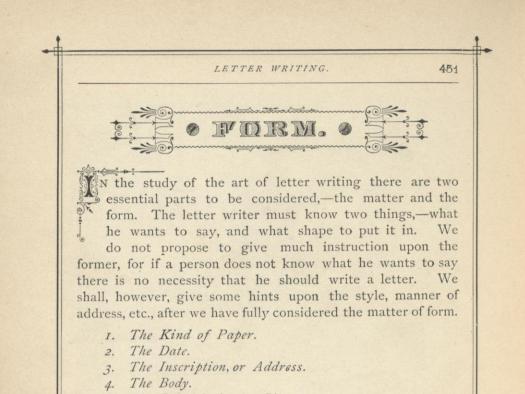
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writers; that is, they are capable of learning some one of these arts more readily than people in general can do it. But no man was ever born with an education. Nature furnishes us with the soil and the seed, and bids us sow, cultivate, and reap. So if this man is not quite so admirably fitted naturally to become a grammarian, a mathematician, an orator, a penman, an author, as some other man is, he must receive all the more care in his education.

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LETTER WRITING.

It is a very common remark that it is a difficult thing to write a nice letter. No doubt it is, to any one who has no particular talent that way, and who never has had any training or much practice in the art. But that which looks



- 5. The Subscription, or Signature.
- 6. The Folding.
- 7. The Superscription, or Outward Address.
- 8. Punctuation.

## The Kind of Paper.

As to quality, select that which presents a fine texture and a smooth finish. Paper which is so loose as to clog the point of the pen in the act of writing, or upon which the ink spreads, should be rejected. It should also be of such a thickness or body that the writing may not show through, except when held up to the light. Use good paper, good pens, and good ink.

But the shape of the paper is that of which we designed to speak more particularly.

*Commercial Note* (5 by 8 inches) is largely used in business letters, and by gentlemen in ordinary correspondence. Ladies use it also, and there is no reason why they should not if they choose to do so.

Note and Billet Paper is generally preferred by ladies, and is appropriate for letters of invitation and brief notes of any kind.

454 LETTER WRITING. [EXAMPLES OF DATES.] New York, May 18, 1882. le Boston, Mass: June 1, 1883. at le Battle Creek, Mich., Apr. 30, 1882. y of m. Richford, Waushara Co., Wis., -Sept. 25, 1881. 608 Washington St., Boston, Jan. 9, 1882. Box 1296, Battle Creek, Mich., ure April 29, 1882. log of 2 Providence Nouse, IOW boc Shirley Road, Southampton, Eng., Feb. 6, 1882. in 9 Rue de la Promenade, hey Chaux de Fonds, Suisse, lies, Nov. 8, 1883. otes -

## LETTER WRITING.

## The Inscription or Address.

This consists of the name of the party addressed, the place to which the letter is bound, and a complementary word or phrase of direct address.

The name and place may be styled the specific address. Thus, in the first model below, the specific address is, *Fordan*, *Marsh & Co., Boston, Mass.*, and the direct address is, *Gentlemen.* The specific address tells to whom the letter is written, and the sense of it is like this: This letter is written to Jordan, Marsh & Co., Boston, Mass. The name here is grammatically in the third person. In the direct address we speak directly to them, as in verbal address calling their attention, and then we proceed with what we have to say. "Gentlemen" is used here in the second person.

The name or title presenting it should stand about threefourths of an inch from the left side of the paper, on the line next below the date. On the next line, commencing about an inch farther to the right, should stand the name of the place to which the letter is to go. On the next line is the direct address. This may commence an inch farther to the right, or a half inch farther to the left than the writing next above commences.

MODELS.

No. 1. Jordan, Marsh & Co., Boston. Mass. Gentlemen .-

No. 2.

Jordan, Marsh & Co., Boston, Mass. Gentlemen -

The appearance of several of these models together on one side of a page is not good, of course, without the body of the letter. They are placed in this form here to show

## LETTER WRITING.

The complimentary phrase, expressive of respect or affection, should be chosen with respect to the relation of the parties and the kind or class of the letter. In social letters it takes various forms and requires the especial exercise of good taste. The following are appropriate forms in letters written to persons with whom the writer is not especially intimate :—

Yours truly, Yours respectfully, Yours very truly, Very respectfully.

Official letters admit of a more imposing and formal style, as,-

Gour obedient servant,

Thomas B. Adams

Geo S. Peaslee

your obedient servant,

I have the honor to be

I have the honor to remain,

The word *remain* should not be used unless previous correspondence has been held.

I am, sir, with much respect, Your obedient servant, A. N. Freemans

With the highest esteem,

The name should be written plainly. A lady in writing to a stranger should prefix Mrs. or Miss to her name. She may inclose the title in marks of parenthesis if she likes; as, (Mrs.) (Miss) Julia Royce. A married lady may, if she likes, prefix Mrs. to her husband's name in signing.

The writer of an official letter should write his official designation after or below his name, thus:—

W. C. Sage, Mayor Harry Hazelton,

Supt Public Schools.

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464 LETTER WRITING. Stamp Edward French Ho. 49-51 Elm St., Cambridge, Massa The street and box number may take the place previously given for the County. Stamp. Master Marry Bnow, Care of A. B. Cox, Marshall, . Micho The name of the person in whose care the letter is sent is often written in the lower corner at the left. Also the number of the P. O. box. Stamp. Mils Kate Waite, Marysville, Kansas. Care of P. O. Lee.

#### LETTER WRITING.

Place a comma between the closing phrase and the name.

THE SUPERSCRIPTION. — Every initial letter standing alone requires a period after it. If a title fellows the name, it should be separated from it by the comma. If two or more titles follow, separate the titles by the comma ; as, E. G. Sanborn, D. D., LL. D., F. R. S., Jamestown, Va. Place a comma after the name or last title before the post-office address. Separate the town from the State—separate all the parts of the address by the comma. For examples, notice the punctuation of the models given under the heading, "Superscription or Outward Address," a few pages back.

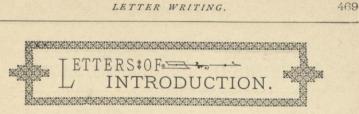


AVING said all that is necessary relative to the *form* of letters, it now remains to speak briefly of their *substance*. The *form* may well be compared to the skeleton, while the matter written composes the flesh—the muscles, nerves, and heart of the letter.

We shall give a very few hints relative to the different kinds of letters, and specimens of some of them. We shall not attempt to present such a variety of letters that one may be selected from them at any time, ready made to suit the occasion. This has been attempted in some books we have seen, whether with this object in view or to make a large volume we do not know. But we propose to leave some room for the exercise of common sense. (Persons having none need not write at all, and they will not use this book if they do.) A letter void of originality is like a barren moor. Machine-made letters, like poetry of the same origin, may rhyme, but there is no soul there.

The writer must know what he wants to say,—then study to put it into the briefest, plainest, prettiest shape.

468 LETTER WRITING. [LETTER TO A FRIEND.] Battle Creek, Mich., May 5, 1882. James W. Bailey, Richford, Vermonts Friend James, - I presume you will be not a little surprised to receive even a short letter from me after so long an interval of silence; neverthelefs I will venture to try the experiment, hoping that you will recover the shock in season to make an early replys Now have you prospered all these long years since last I saw you? I hope you are enjoying the blefing of good health, without which financial succeps can produce little happiness Where and how are all the good people who used to be our neighbors? Scattered, no doubt, some to distant States, and some to the silent abodes of the village burial ground. And thus, James, does time make its mark, and it vorites upon all living the sad, sad words, Passing away. But I said I would be brief. Please write to me, and tell me all the items of interest. With many kind thoughts, I remain, as ever, Truly your friend, C. W. Stones



o not sacrifice your honor nor endanger your reputation for integrity by giving a letter of introduction to an unworthy person, or to one of whose true character you are not reasonably sure. Do not introduce to your friend any person whose acquaintance you have reason to believe your friend would not care to make.

In all such letters be careful what you say. If your letter takes on the form of a recommendation for credit, you may be held responsible for it in court.

Iowa City, Ia., June 6, 1882.

J. H. Kellogg, M. D.,

Battle Creek, Mich.

Dear Sir,—Allow me to introduce to your kind favor the bearer, my esteemed friend, Dr. G. H. Kelsea, of Newport, Vermont.

He visits your institution for the purpose of availing himself of your valuable services professionally, and to enjoy for a few weeks the rest and treatment of the Sanitarium.

Dr. Kelsea is himself a physician of excellent ability, a thorough scholar, and a Christian gentleman. I trust you will spare no pains to render his stay at Battle Creek pleasant, and his treatment successful.

Command my services at any time when I can do you a favor.

Yours very truly,

C. W. Stone.

W. W. White,

Richford, Vt., Aug. 16, 1882.

Denver, Colo.

Dear Sir,—It gives me pleasure to introduce to you the bearer of this note, my esteemed friend, Mr. Alvin Chase. Mr. Chase has for two years been a resident of this place, and therefore will be able to interest you in matters pertaining to your former home and many friends remaining here.

I trust you will be able to assist him in selecting a good location for business in your city.

Yours truly,

C. W. Stone.

LETTER WRITING.

OF RECOMMENDATION

1 2m LOSELY related to letters of introduction are letters of recommendation. Indeed, these letters generally commence with an introduction, but their main object is to recommend. It is in this class of letters, more particularly than in the one just considered, that a careful use of words should be employed. Persons of influence are They often feel often asked for letters of recommendation. that they cannot consistently grant the request. What shall they do? What do they do? A man with a weak backbone, whose motto is, "Yes, yes, yes," will write a recommendation, every sentence of which grates upon his pliable conscience. Another, of sterner material, will promptly refuse any letter in such case, which no doubt is often the best way.

Be careful not to write a recommendation for any qualification which you do not believe the person to possess.

Exercise particular care not to give your letter the tone of a letter of credit. A recommendation is almost half-way between an introduction and a letter of credit at best; hence a guarded use of language is required, unless you are willing to be held responsible for credit given on the strength of your recommendation.

#### [A YOUNG MAN SEEKING A SITUATION.]

Newport, Vt., Feb. 7, 1882.

To Whom It May Concern :-

The bearer of this letter, Mr. F. G. Leonard, is a young man of steady habits, excellent character, and good ability.

He has served acceptably as clerk in the general offices of the Passumpsic R R., and as an efficient operator in the employment of the W. U. Telegraph Co. in Vermont and New Hampshire.

As he now leaves New England desiring to find employment in the West, it gives me pleasure to recommend him to the consideration of the business community. A. P. W.

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She is very tidy, and everything is kept in order. She is an excellent cook, always on time, and faithful in all her duties.

Very respectfully,

Mrs. Hezekiah Brown.

## [RECOMMENDING A CLERK.]

Kokomo, Ind., Aug. 11, 1882.

Messrs. Rowell & Co., Springfield, Ohio.

Gentlemen, - The bearer of this note, Mr. Silas B. Tower, has faithfully and efficiently served as clerk in our house for two years.

With pleasure we give him our unqualified recommendation, and hope you may have a remunerative situation to offer him.

> Respectfully yours, Higgins & Co.

#### [RECOMMENDATION FOR MORALITY.]

Oberlin, Ohio, May 9, 1882.

To Whom It May Concern :-

Starmo

Charles J. Smi.h, the bearer, is a young man of sterling integrity and moral worth. He is a consistent member of the \_\_\_\_\_ church, and an active worker in the temperance cause.

He has a good reputation for ability and diligence in whatever calling he has been engaged; and we cheerfluly recommend him to the consideration of the good people wherever he may go.

Respectfully,

G. A. Hart, Pastor of the \_\_\_\_\_ Church. R. T. Samson, Merchant.



LETTER of credit is one in which the writer requests the person to whom it is directed to trust a third person to a certain amount, promising to be responsible for it if that person fails to make payment.

This letter is often combined with a letter of introduction, though it may be as often given where all parties are acquainted.

The signature of the person receiving the credit should be subscribed to the letter, that he may be identified as the person therein named.

LETTER WRITING

Johnson, Vt., Aug. 18, 1882.

L. M. Knight, Present.

1 de 2non

Dear Sir,-Please trust John Wilder on my account to an amount not exceeding twenty dollars.

Yours,

S. D. Burke.

Letters of applicati 

o avoid a swarm of personal applicants, persons in want of help very generally advertise through the public prints anonymously. The hundreds of letters of application received in reply are the only indices of the qualifications of the applicants by which the advertiser can judge.

The following suggestions should be carefully heeded :-

I. Write upon a clean sheet of note or letter paper. All letters written upon scraps of paper, dirty paper, and foolscap generally, will be consigned to the waste basket without reading. They are an index of a careless, untidy person lacking in good taste.

2. Do not represent yourself as competent to do business with which you are unacquainted. If you have had no experience, yet think you could learn so quickly as to fill the bill, say so.

3. A copy of any appropriate testimonial you may have, marked as a copy, would be of value if inclosed.

4. Always name the paper in which the advertisement which you are answering appeared. If practical, clip it out and paste it on to the head of your letter. Use no delay in answering such a notice.

## [TEACHER'S APPLICATION.]

Holden, Mass., May 1, 1882.

A. C. Hogue, Esq., Oakdale, Mass.

Sir,—Allow me hereby to apply for situation as teacher in the primary department of the school at Oakdale.

general cooking in the most respectable families of Dr. J. E. Royce and Hon. C. D. Burton, of this city, to whom I have permission to refer. Hoping that my application will meet your kind favor,

I am, yours truly,

Kate Jones.

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Rome, N. Y., Aug. 22, 1882.

Dear Mrs. Noyes,—It is with pleasure that I commend Miss Jones to your kind favor as a lady of good character, efficient and faithful.

She understands perfectly, not only how to cook, but what to cook. She will soon learn your wishes and take all the care upon herself.

Yours very truly, Mrs. Dr. Royce.

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USINESS men, and persons of all classes, often find it necessary to ask favors of others, and as often to grant, acknowledge or refuse. It is not always an easy matter to write an appropriate letter of this class, it often requiring the most delicate mode of expression to avoid wounding the feelings of the person addressed upon such matters, or to give him the desired impression, or for the writer correctly and best to represent himself.

In asking favors, care should be exercised not to press the request too earnestly, lest the letter savor of begging. In an urgent case, however, and when the writer really has claims, moral claims, upon the person addressed, then language may become more importunate. Circumstances should be duly considered.

In granting a favor by letter, be careful so to word it as not to convey the feeling that you have greatly obliged the recipient. Write a generous letter. Make him feel that it comes from the heart. There is little virtue in a favor that comes short of this.

In acknowledging a favor, be free to express your appreciation of it, not exaggerating, not diminishing. Do not

## [ANOTHER.]

Biddeford, Maine, Aug. 23, 1882.

Alvah Hartwell.

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D. H. Lewis,

Norwich, N. Y.

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Dear Sir,—Your request of the 21st is received. I would be happy to accommodate you, but I find it necessary to exercise great care in reference to securities in order to avoid unpleasant delays in collections.

If you will send me a note approved by G. D. Lewis, of your place, I will forward you draft at once.

Respectfully yours,

GONGRA'I

ETTERS of congratulation are those written to our friends who have recently enjoyed some good fortune.

The fervency of expression must depend upon the degree of the writer's joy, his acquaintance with the person addressed, and various other circumstances, all of which would certainly be considered by any person whose intelligence is sufficient to render a letter of this class from him of any great value.

## [TO A FRIEND ON HIS MARRIAGE.]

Hallowell, Me., Aug. 24, 1882.

George Carson,

Canton, N. Y.

My dear Friend,—I am rejoiced to hear of your happy marriage with the lady of your choice. May your wedded life be a sensible honeymoon of many years' duration.

With kind regards to Mrs. Carson, I am, as ever,

Yours very truly,

Henry P. Giddings.

## [TO THE MAYOR ELECT.]

Hon. J. T. D.,

Des Moines, Ia., \_\_\_\_\_, 1882.

City.

Dear Sir,—Allow me to join with the many friends of our worthy cause in heartfelt congratulations upon your election by so large a majority to the chief office of our city.

The campaign has been a vigorous one. The issues considered were most important. A crisis was upon us. The temperance, law-abiding, order-loving people have sought a man to represent them who would do so discreetly, promptly, firmly. Your election is a tribute of the estimation of the people for one with whom they feel acquainted.

May you enjoy the hearty support and co-operation of the good people who have so great reason to rejoice in the present result of their labors and votes. Respectfully yours,

M. R. K.

SOF ADOLC

HE most honorable thing that can be done by a person who has injured another, either by direct action or by neglect, is to make an apology. And so in case of any neglect or wrong, whether accidental or intentional, a gentleman or lady will claim an early privilege to explain, apologize, or ask pardon. As much depends upon the time as the manner of an apology. Every day may divide its value by two; and, again, there is no time when it is so easy to make an apology as when first thought of. Every day it may become twice as hard.

#### [APOLOGY FOR DELAY IN PAYMENT.]

Savannah, Ga., June 2, 1882.

Stephen G. Harris,

City.

Dear Sir, —I must beg your pardon for not calling upon you yesterday as per agreement to pay you that little bill then due. I waited till night, expecting to receive some money from a man who promised to call on me. This morning I find that I will be unable to get it for about a week. I hope therefore you will do me the kindness to wait on me ten days longer, by which time I confidently hope to be able to pay you in full.

Yours respectfully,

James C. Conner.

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## [ENGAGEMENTS NOT KEPT.]

Dr. W. II. Tyler,

157 Harrison Ave., July 17, 1882.

42 Pleasant St., City.

Dear Sir,—I make haste to apologize for non-appearance at the private lecture of your friend, C. G. Morris, M. D., last evening, as per your invitation. I regret very much that I was not able to be present, for I anticipated a very able address. You will pardon my absence when I tell you that my little daughter lay at the point of death, and required my constant attention during the evening. The fever has turned; this morning she is better, and we hope again. Give my apology with my regards to Dr. Morris, and allow me to remain

> Yours as ever, R. L. Hovt.

Augusta, Me., Aug. 24, 1882.

Mrs. Flora Carter, City.

Dear Madam,—I regret not having been able to keep my engagement last evening. I am sure I am greatly the loser by it. Official duties called me suddenly out of town, an event which I could neither foresee nor stop, else I should have been with you.

Very truly yours,

Robert C. Styles.

## [JOHNNIE WAS ABSENT.]

Prof. A. M. Cook,

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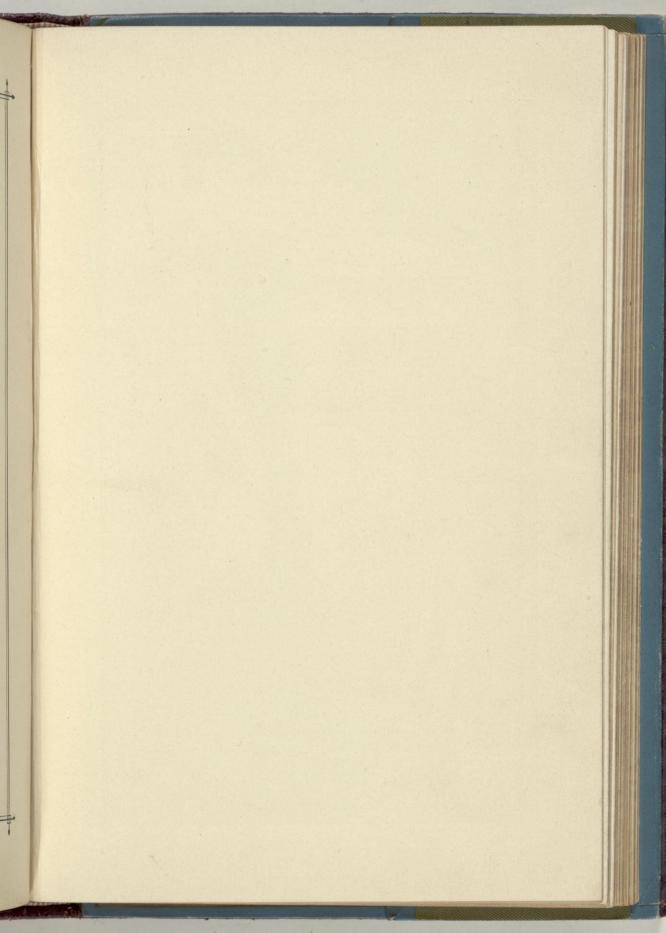
City, May 23, 1882.

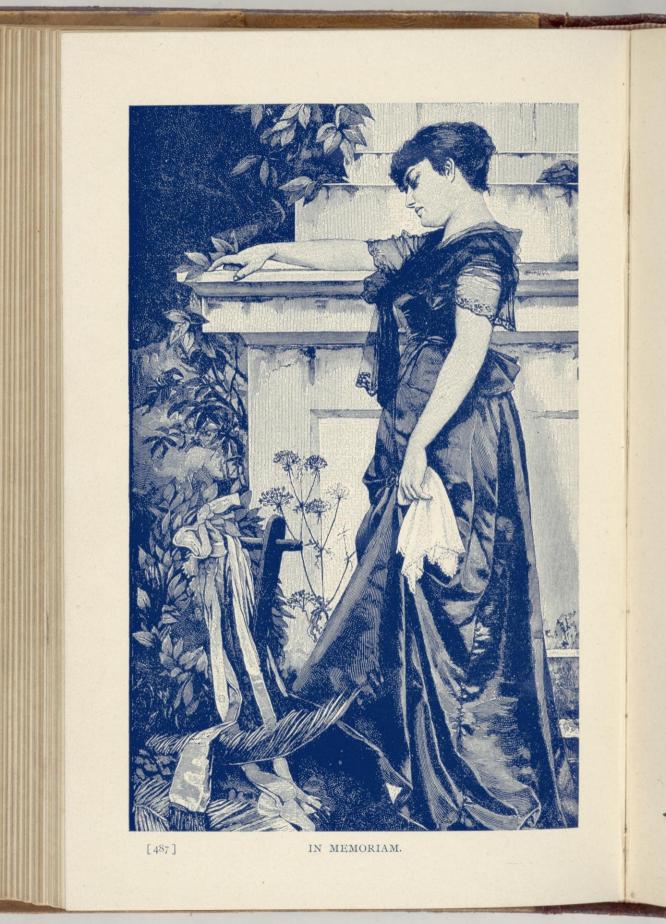
Dear Sir,—Will you please excuse Johnnie's absence from school this forenoon? I was obliged to keep him at home to help me.

> Respectfully, Lew A. Phippeny.

Letters of Condolence.

ETTERS of condolence are intended to convey expressions of sympathy. They are said to be very difficult to write. As matters of form it is true. As a practical matter, it is not difficult to express sympathy when the *heart* sorrows with our neighbor's heart.





The very difficulty and delicacy of the task seems to suggest the propriety of inserting here a few samples of such letters, as honest and heartfelt sympathy may be sometimes so misdirected as to open afresh the wounds already made. The examples given are, with slight verbal alteration, copies of letters received by persons in affliction.

## [ON THE DEATH OF A CHILD.]

Missouri Valley, Iowa, Feb. 9, 1883.

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Hon. Wm. C. Gage,

Battle Creek, Mich.

My Dear Sir,—Your letter of the 25th ult., in which you refer to the dangerous illness of your child, followed so soon by his death, has filled our hearts with sorrow. My wife joins with me in extending to you, in this hour of bereavement, our tenderest sympathies, which come from hearts that have bled as yours now do with the anguish of the blow. The loss of two little ones has loosened our hold somewhat upon earthly things, and gives us more earnest longings for the "bright beyond." This we trust will be your consolation. Recovering, as you will, from the stunning force of the blow, the still present sorrow will be sweetened by the precious hope, which you may fondly cherish, of the glorious re-union only a little way in the future.

That you will be sustained in your affliction by the Father of all mercies, is the sincere wish cf —

Your friend,

7. R. Buchanan.

#### [ON THE DEATH OF A MUTUAL FRIEND.]

Lima, N. Y., July 30, 1883.

7. E. White,

Battle Creek, Mich.

My Dear Sir,—In reading of the terrible railroad accident at Carlyon, N. Y., it was with sadness that I saw the name of Professor C. W. Stone, of Battle Creek, among the killed. I have often looked upon his open, manly countenance as it is grouped with the other authors of "Parsons' Hand-Book," and thought what a pleasant man he must be. And then to have him taken away in such a manner seems terribly sad.

You, of course, knew him well, and will miss him much. But such is life; "Here to-day, to-morrow in eternity." May the Lord take care of the wife and little ones.

Yours truly,

C. H. Stevens.

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LETTER WRITING.

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\*\* RESIGNATION+OF+OFFICE.\*\*

#### [PRINCIPAL OF ACADEMY.]

To the Honorable Board of Trustees.

Gentlemen,—On account of failing health, I am under the necessity of tendering my resignation as principal of your academy, which I hereby do.

I regret the necessity of this step, and sincerely hope it may not greatly inconvenience you. My labors in the school have been very pleasant, and I am happy to believe they have been appreciated.

With kind wishes for your prosperity, I remain,

Yours very truly,

George H. Wheeler.

## [ANOTHER.]

Newport, Nov. 2, 1882.

To the Honorable Board of Trustees of Newport Academy.

Gentlemen,—I am not unaware of the fact that an increasing feeling of dissatisfaction exists in the minds of many of the people, not with my mode of teaching, but on account of my inflexible adherence to strict discipline.

It is not to be expected that pupils unused to proper home restraint will at once love to submit to wholesome restraint. This gives me little trouble, for kind firmness would soon work a transformation of sentiment were the pupils not encouraged by their parents to resist.

Feeling that this community are not prepared unitedly to support a discipline which would prove invaluable to the pupils, and not receiving that encouragement from your Honorable body, without which success would be a marvel, I am unwilling to risk my reputation or imperil my health and peace by a further connection with the school.

I would therefore respectfully tender my resignation as your principal, desiring to be released from duty at the close of the present week.

Respectfully yours,

Stephen C. Benton.

## [SPEAKER OF THE HOUSE OF REPRESENTATIVES.]

To the House of Representatives.

Washington, Mar. 15, 1882.

Gentlemen, — Trained in the school of adversity, raised in the active service, I am not inclined to lay down the armor on account of prospective hard work and fighting.

490



LL letters of this class, requiring an answer, should be attended to at once. 2. All letters of importance should be marked in this manner: From Sid Smith; *Rec'd July 1*; Answered July 2. They should be kept on file for reference. 3. Do not answer an insulting letter. Do not try to write in answer to an anonymous letter, though you feel sure who is the writer.

#### [A LETTER ORDERING GOODS.]

Littleton, N. H., May 5, 1882.

Darwin & Brown, Boston, Mass.

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Dear Sirs,—Please send me the goods named below, and draw on me at thirty days for amount of the bill :—

10 Pieces Paper Cambric, 15 " Fancy Linens, 12 " Crash,

16 " Brown Cotton,

10 " Bleached do.

Thanking you for past favors, I remain

Yours respectfully,

Lyman Brown.

NOTE.—Every article occupies a line by itself. Sometimes the list of goods ordered is written on a sheet by itself.

[MERCHANT'S LETTER TO OPEN TRADE WHERE UNACQUAINTED.]

Albion, Mich., July 2, 1882.

Marshall Field & Co.,

Chicago.

Gentlemen,—I have been advised by my friend J. C. E., who is, I believe, well known to you, and who speaks very highly of your house, to make a trial of your goods.

I inclose a list of goods of which I am in need, and would like to have you write in the margin the price of each article, and return it to me. If, on the receipt of your answer, I find the prices satisfactory, I shall be happy to give you the order at once.

LETTER WRITING

iminaries of Courtshi

N treating this matter, we shall be brief indeed. True courtship is honorable, and should be entered upon in an honorable manner. Flirting is an abomination. It has no rules or forms.

§ Secret correspondence and heart stealing are not the work of a true man.

Liberty from parents and guardians should be sought early.

When correspondence proves unsatisfactory, or engagements are dissolved, all letters or gifts should be returned.

In this correspondence all flattery should be avoided.

A lady should guard her future reputation carefully when committing anything to paper. She will command more esteem by a dignified reserve in her expressions; and then, should they ever pass under an unfriendly eye, she will have furnished no weapons for her own hurt.

## [ASKING A LADY'S COMPANY.]

16 Hawley St.,

Aug. 15, 1882.

Dear Miss Carter,—Presuming somewhat upon our former acquaintance I hope to be pardoned for this little note, which is to ask permission to correspond with you, and also to have the pleasure of calling on you at your home. Anxiously awaiting a favorable reply,

I am very truly your friend,

Charlie G. Smith.

Miss Mary E. Carter, 204 Elm St., City.

## [A FAVORABLE REPLY.]

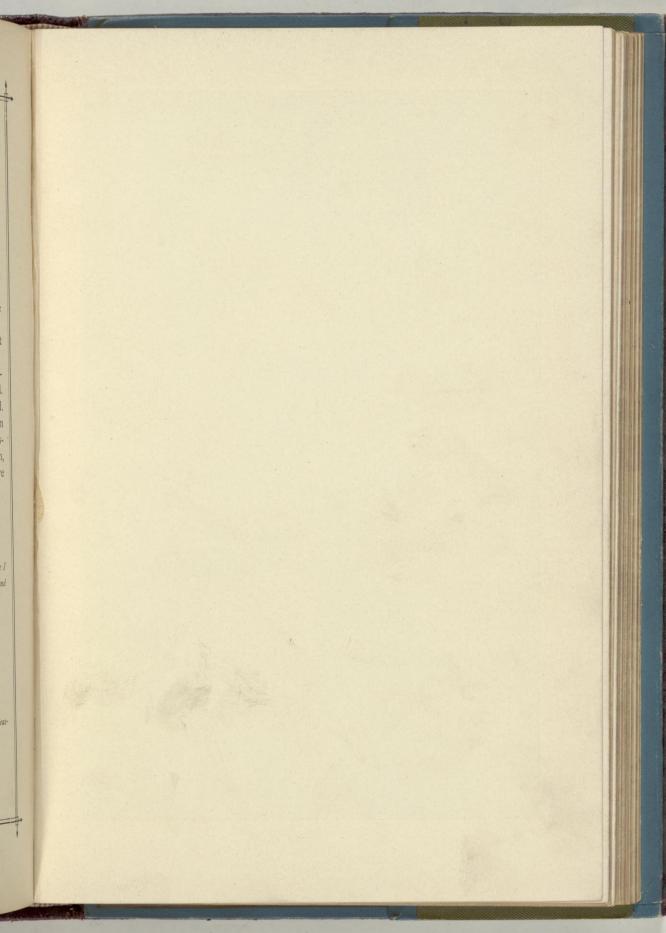
204 Elm St., Aug. 16.

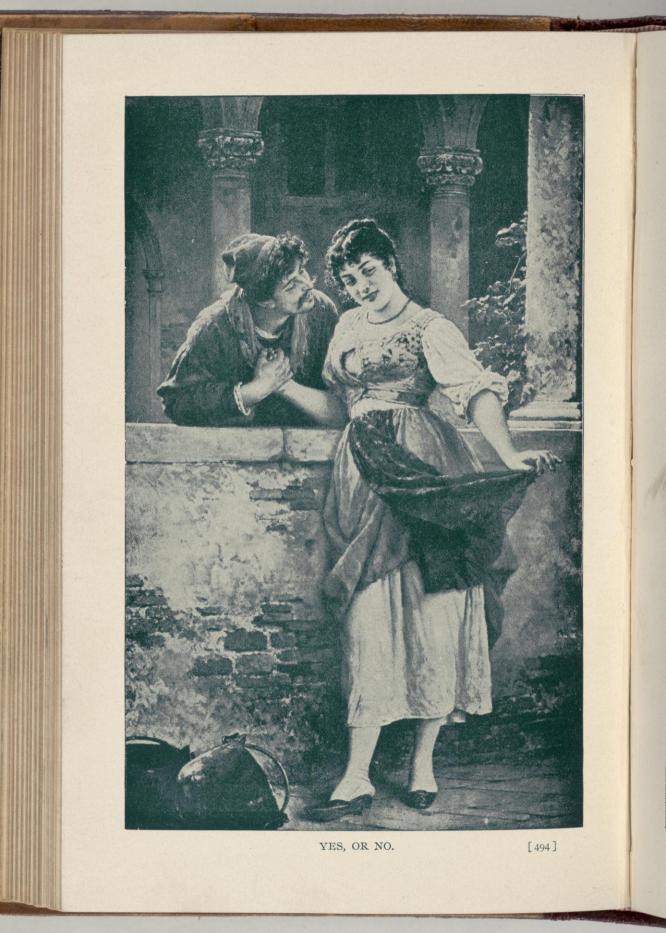
Dear Sir,—Our former acquaintance, though not extensive, has been pleasant, and I do not find it in my heart to object to your kind request. With pleasure I subscribe myself

Your sincere friend,

Mary E. Carter.

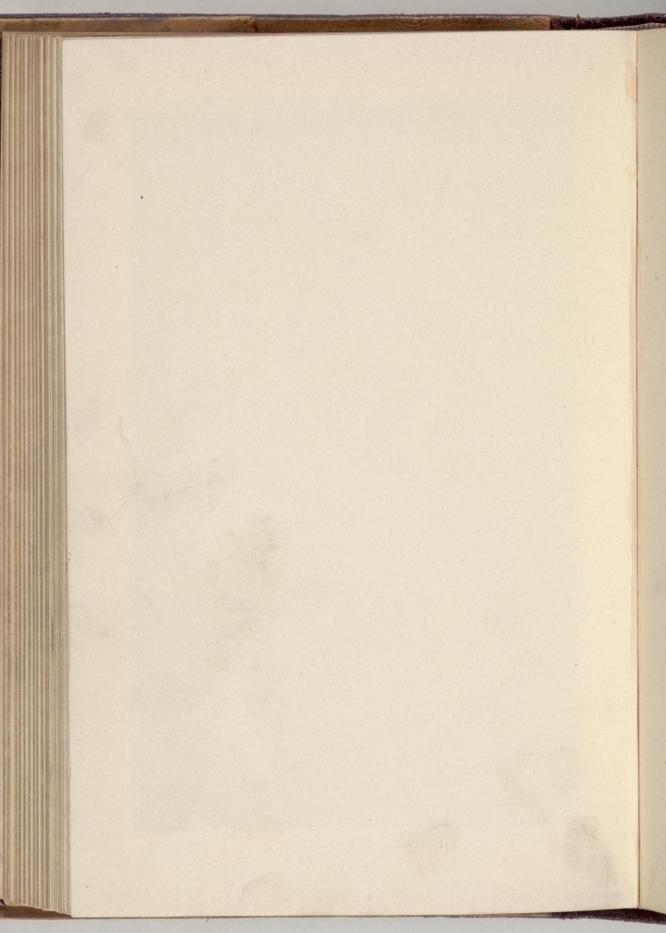
Charlie G. Smith, 16 Hawley St.







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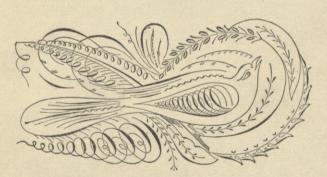
## In General.

With all that may be said of form, no one should neglect the study of grammar and rhetoric. Some are natural correspondents. It seems to be easier for them to express their thoughts on paper than to do it verbally, and with little apparent effort they pour forth their thoughts naturally. Yet the most ready writers may be helped by the study of grammar and rhetoric as certainly as can the person most wanting in native tact.

We give no samples of *love letters*. The author, were he in want of a wife, would not marry a person who would respond to his anxious letters in the use of a copied form. He would prefer more homely phrases and more heart in them. "Let nature work." If it leaves a fellow to make a fool of himself, it will be all the better for the other party to find it out early.

# Three Closing Rules.

- I. Study the correct form.
- 2. Know what you want to say.
- 3. Write it briefly, plainly, and naturally.





Washington, D.C.

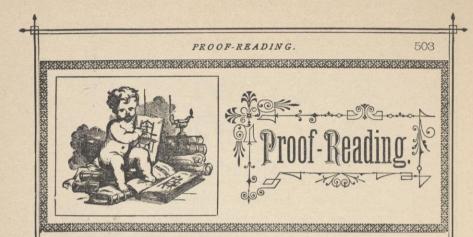
499 Writing \* for \* the \* Press 

WRITING FOR THE PRESS.

N this age of multiplied books, with a newspaper in almost every village in the land, the temptation to "appear in print" is liable to assail any of the readers of these pages, and we deem it fitting to give a few hints, of a general character, on the subject of writing Circumstances are likely to occur in for the press. every community which will lead to the expression of opinion or the statement of facts through the columns of a public journal, and he who understands the art of expressing himself in writing, and of preparing his copy for the printer, has an immense advantage over one who is not thus equipped.

The first point to be considered in preparing an article for the press is the importance of thoroughly understanding the subject concerning which you wish to write. Brevity of expression is of the utmost importance, and this is best secured by knowing what to say. He whose ideas are poorly defined in his own mind, will take twice as many words to express himself, as the one who clearly understands the Study for a form matter about which he wishes to write. of expression that will convey the ideas in your mind, and in the fewest words consistent with clearness.

Avoid repetitions, except in rare instances, for the sake of emphasis. As a rule, a point once clearly stated loses force by repetition, as it leaves the impression on the mind



T has been said of some department of handicraft that its masterworkmen are "born and not made." This is most emphatically true of the work of reading proof, or detecting the errors, typographic and grammatical, in the work of the compositor. The man or woman who would excel in it must have a natural aptness for the task, without which all the education of the schools would be insufficient. A person may be a good speller, and yet be unable to detect the bad spelling of others; or, knowing how a word should be spelled, may take it for granted that the orthography of the word is correct from its general resemblance to the word it represents.

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The importance of good proof-reading to the reputation and success of a printing office is not easily over-estimated. The type used on a book or paper may be good, the paper fine, and

the presswork immaculate, but if the proof is badly read, and its pages marred with blunders, it is always an unpleasant object of contemplation to a refined and cultured taste.

The best proof-readers, the world over, are those who have mastered the details of the printer's art, and become practical compositors. They thus acquire familiarity with the general appearance of the matter, the rules which govern good composition, and other features of the work which are obtained only with great difficulty by those who have no practical knowledge of the work of typesetting.

The essential requisites of a good proof-reader are the following: A good knowledge of grammar, orthography, and the rules of capitalization and punctuation, a fair acquaintance with the current literature of his language, a reasonable familiarity with foreign phrases and words in common use as quotations, and a fund of general information on matters in general. Together with all these, there must be a retentive memory, a quick eye, a critical judgment, and, above all, a goodly allowance of common sense.

The more perfectly these qualifications are developed, and the more fully possessed, the better the workman, and the more important his position becomes. It is often the case that the proof-reader is the highest authority in the office, not only on matters pertaining to his particular branch of the work, but on literature in general, and he is made the tribunal from which an appeal is seldom taken.

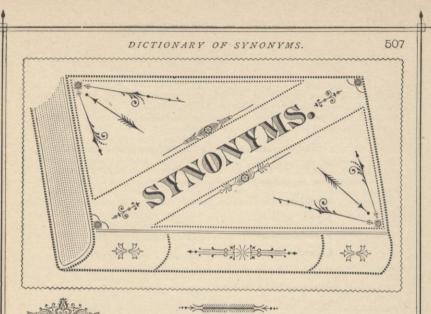
#### WRITING FOR THE PRESS.

a / Though severel differing opinions exist as to the individual by wyom the art of printing was " first discovered; yet all authorities concur in admitting Peter Schoeffer to be the person 3 Cafes. who invented cast metal types, having learned "If the art of of cutting the letters from the Gu-5:/ tenbergs/ he is also supposed to have been 6x the first whoengraved on copper plates. The 7 /-/ following testimony is preseved in the family, " 7 <sup>9</sup> V by V Jo. V Fred. V Faustus, V of V Ascheffenburg: <sup>10</sup>  $\bigwedge$  Peter Schoeffer, of Gernsheim, perceiving  $^{3}\mathcal{G}$ . Caps "V his master Fausts design, and being himself 12 desirous ardently) to improve the art, found out (by the good providence of God) the method of cutting (incidendi) the characters stet. in a matrix, that the letters might easily be 5, | singly cast / instead of bieng cut. He pri-12 th. 14 vately cut matrices for the whole alphabet: A 15 Faust was so pleased with the contrivance, that he promised Peter to give him his only "7 wy. <sup>16</sup> daughter Christina in marriage, a promise <sup>3</sup> Ital. which he soon after performed. But there were many difficulties at first no with these letters, as there had been before 3 Rom  $\infty$  + with wooden ones, the metal being too soft <sup>3</sup> Ital. to support the force of the im pression: but = this defect was soon remedied, by mixing a substance with the metal which sufficiently the. 5 hardened it/ and when he showed his master the letters cast from these matrices,

PROOF-READING.

THOUGH several differing opinions exist as to the individual by whom the art of printing was first discovered; yet all authorities concur in admitting PETER SCHOEFFER to be the person who invented *cast metal types*, having learned the art of *cutting* the letters from the Gutenbergs: he is also supposed to have been the first who engraved on copper-plates. The following testimony is preserved in the family, by Jo. Fred. Faustus, of Ascheffenburg:

'PETER SCHOEFFER, of Gernsheim, perceiving his master Faust's design, and being himself ardently desirous to improve the art, found out (by the good providence of God) the method of cutting (incidendi) the characters in a matrix, that the letters might easily be singly cast, instead of being cut. He privately cut matrices for the whole alphabet: and when he showed his master the letters cast from these matrices, Faust was so pleased with the contrivance, that he promised Peter to give him his only daughter Christina in marriage, a promise which he soon after performed. But there were as many difficulties at first with these letters, as there had been before with wooden ones, the metal being too soft to support the force of the impression: but this defect was soon remedied, by mixing the metal with a substance which sufficiently hardened it.'



EVERAL repetitions of the same word in a sentence is not only disagreeable, but inelegant, and shows a lack of culture. Our language is very complete, having several words of like meaning to represent nearly every thought. But while it is easy to detect this ungraceful repetition in the language of others, it is sometimes quite difficult to supply just the word that should be used.

This department is compiled with great care, and by using it freely as a book of reference a command of language may be obtained which will be valuable through life. A certain noted writer says that the test of a solid thought lies in the fact that it will bear a change of clothing.

Whenever a doubt arises regarding the proper use of a word, or whenever you wish to avoid repetition, turn to the word in question.

#### EXAMPLE.

He had remarkable ability as a speaker, ability as a financier, ability in reading the thoughts of those around him, and ability to compel them to do his bidding.

## CORRECTED.

He had remarkable ability as a speaker, capacity as a financier, aptness in reading the thoughts of those around him, and power to compel them to do his bidding.

## DICTIONARY OF SYNONYMS.

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# Aback, ad. Backward, rearward.

Abandon, v. Leave, relinquish, forsake, desert. Abase, v. Humble, disgrace, reduce, degrade. Abash, v. Shame, mortify, confuse, disconcert. Abate, v. Lessen, diminish, decrease, reduce. Abbreviate, v. Shorten, curtail, abridge, reduce. Abdicate, v. Resign, surrender, vacate, cede. Aberration, n. Wandering, rambling, deviation. Abet, v. Aid, support, second, sustain, uphold. Abhor, v. Hate, abominate, detest, loathe. Abide, v. Stay, sojourn, lodge, dwell, reside. Ability, n. Power, skill, capacity, aptness. Abject, a. Base, vile, mean, slavish, menial. Able, a. Accomplished, talented, skillful. Abnormal, a. Irregular, unusual, unnatural. Abolish, v. Annul, repeal, rescind, revoke. Abominable, a. Hateful, odious, detestable. Abound, v. Teem, swarm, increase, multiply. Abridge, v. Condense, compress, abbreviate. Abrupt, a. Broken, sudden, unexpected. Abscond, v. Fly, decamp, escape, retreat. Absolute, a. Independent, complete, perfect. Abstain, v. Refrain, forbear, desist. Abstract, v. Separate, disjoin, disengage. Absurd, a. Unreasonable, foolish, senseless. Abundant, a. Abounding, flowing, plentiful. Accede, v. Consent, agree, assent, comply. Access, n. Avenue, approach, passage, way. Accident, n. Casualty, misadventure, calamity. Accommodate, v. Oblige, serve, supply. Accompany, v. Attend, escort. Accomplice, n. Confederate, accessary. Accomplished, a. Educated, finished, refined. Accord, v. Concede, vouchsafe. Accountable, a. Responsible, answerable. Accurate, a. Exact, correct, truthful, strict. Accustomed, a. Usual, habitual, familiar. Achieve, v. Accomplish, perform, execute. Acknowledge, v. Recognize, admit, concede. Acquaint, v. Inform, apprise, tell, notify. Acquire, v. Obtain, achieve, procure, secure. Acquit, v. Discharge, clear, release, exonerate. Active, a. Vigorous, busy, alert, energetic. Actual, a. Real, veritable, certain, genuine. Adage, n. Proverb, saying, aphorism, maxim. Adapt, v. Adjust, accommodate, proportion. Adept, a. Skilled, experienced, practiced. Adhere, v. Stick, cling, cleave, cohere. Adjacent, a. Adjoining, near, close, bordering. Adjourn, v. Postpone, defer, delay. Adjust, v. Arrange, regulate, settle, reconcile. Administer, v. Dispense, direct, manage. Admission, n. Admittance, introduction. Adopt, v. Appropriate, approve, support. Adore, v. Worship, revere, venerate, honor. Adorn, v. Embellish, decorate, beautify. Adroit, a. Expert, skillful, apt, ready. Advantage, v. Benefit, profit, serve, help. Adventure, v. Chance, hazard, risk, venture.

Adversary, n. Enemy, foe, antagonist. Adversity, n. Misfortune, calamity, affliction. Advertise, v. Announce, publish, declare. Advise, v. Counsel, admonish, suggest. Advocate, v. Defend, support, vindicate. Affable, a. Courteous, civil, polite, obliging. Affirm, v. Declare, aver, assert, maintain. Afflict, v. Grieve, distress, trouble, torment, Affluence, n. Wealth, riches, plenty. Affright, v. Terrify, alarm, intimidate, startle. Affront, n. Insult, abuse, injury, wrong. Aggrandize, v. Exalt, honor, elevate, promote. Aggregate, n. Whole, total, sum, amount. Agitation, n. Disturbance, excitement. Agony, n. Anguish, torture, torment, distress. Agreeable, a. Suitable, proper, appropriate. Ailing, a. Sickly, sick, ill, indisposed, unwell. Aim, n. Direction, course, bearing, tendency. Alacrity, n. Readiness, promptitude, alertness. Allay, v. Repress, restrain, check, subdue. Allege, v. Declare, affirm, assert, aver. Alleviate, v. Lighten, mitigate, assuage. Allow, v. Admit, acknowledge, confess. Allude to, Intimate, suggest, insinuate, hint. Allusion, n. Reference, hint, intimation. Ally, v. Unite, join, league, confederate. Alms, n. Charity, benefaction, gift. Alteration, n. Change, variation, mutation. Amanuensis, n. Scribe, copyist, transcriber. Amaze, v. Astonish, astound, confound. Ambition, n. Longing, yearning, aspiration. Ameliorate, v. Improve, amend, mend, better. Amenable, n. Accountable, liable, responsible. Amendment, n. Improvement, emendation. Amiability, n. Loveliness, benignity. Ample, a. Large, great, capacious, wide. Amuse, v. Entertain, divert, please, cheer. Amusement, n. Entertainment, diversion. Anger, n. Wrath, rage, fury, resentment. Anguish, n. Agony, torment, torture, rack. Announce, v. Publish, proclaim, advertise. Annoy, v. Molest, trouble, vex, tease. Annul, v. Cancel, abrogate, repeal, revoke. Answer, n. Reply, response, rejoinder. Antic, a. Odd, fantastic, grotesque, wild. Anticipation, n. Expectation, expectance. Apace, ad. Quickly, speedily, swiftly, rapidly. Apartment, n. Room, chamber, hall. Apathetic, a. Unfeeling, passionless. Apology, n. Defense, vindication, excuse. Appall, v. Terrify, frighten, affright. Apparel, v. Dress, clothe, attire, array. Apparent, a. Visible, discernible, perceptible. Appeal, n. Address, invocation, petition. Appease, v. Pacify, calm, quiet, soothe. Applaud, v. Praise, commend, laud. Applicable, a. Suitable, fit, fitting, befitting. Appoint, v. Fix, determine, prescribe. Appraise, v. Value, estimate, prize, rate. Apprehend, v. Think, suppose, imagine.

DICTIONARY OF SYNONYMS.

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Reverse, v. Invert, overturn, overthrow. Review, v. Revise, reconsider, criticise. Revile, v. Vilify, defame, reproach, slander. Revive, v. Rouse, quicken, animate, refresh. Revolve, v. Consider, meditate, study. Rhetoric, n. Oratory, elocution, eloquence. Rich, a. Wealthy, opulent, moneyed. Ridicule, n. Derision, mockery, sarcasm. Ridiculous, a. Ludicrous, laughable, funny. Right, a. Straight, direct, just, lawful. Righteous, a. Pious, holy, virtuous, godly. Rigid, a. Stiff, inflexible, unpliant. Rigorous, a. Severe, austere, harsh, stern. Rill, n. Streamlet, rivulet, runnel. Riot, n. Tumult, row, uproar, broil, brawl. Ripen, v. Grow ripe, be matured. Risible, a. Laughable, ridiculous, comical. Rite, n. Ceremony, form, observance. Rival, n. Competitor, antagonist. Roam, v. Ramble, stroll, wander, range. Rob, v. Plunder, strip, despoil, fleece, pillage. Robust, a. Strong, athletic, brawny, stout. Rogue, n. Knave, villain, swindler, cheat. Roil, v. Vex, disturb, plague, irritate, worry. Roll, n. Volume, scroll, chronicle, record. Romantic, a. Fanciful, extravagant. Room, n. Space, extent, expanse, scope. Root, v. Implant, set, fix, establish. Roseate, a. Rosy, ruddy, reddish, blushing. Rot, v. Putrify, corrupt, decompose, decay. Rotund, a. Round, circular, spherical. Rough, a. Uneven, rugged, craggy, jagged. Rout, v. Defeat, discomfit, overthrow. Royal, a. Kingly, imperial, noble. Rubbish, n. Refuse, ruin, fragments, dirt. Rude, a. Rough, rugged, uneven, shapeless. Rue, v. Regret, deplore, lament, repent. Ruffian, n. Villain, miscreant, scoundrel. Rugged, a. Rough, craggy, uneven, irregular. Ruin, n. Destruction, discomfiture, defeat. Ruminate, v. Muse, meditate, ponder, think. Rumor, v. Report, tell, spread abroad. Rumpus, n. Riot, brawl, tumult, uproar. Rural, a. Rustic, pastoral, country. Ruthless, a. Merciless, pitiless, cruel.

#### S

Sacrament, n. Rite, ceremony, solemnity.
Sacred, a. Hallowed, holy, divine, religious.
Sacrilegious, a. Irreverent, impious, profane.
Safe-conduct, n. Escort, convoy, safeguard.
Safeguard, n. Defense, protection, security.
Sagacious, a. Discerning, intelligent, gifted.
Sage, a. Wise, sagacious, shrewd, intelligent.
Sailor, n. Seaman, mariner, navigator.
Salary, N. Stipend, wages, hire, allowance.
Salubrious, a. Healthy, salutary, wholesome.
Salutation, n. Greeting, salute, address.
Salvation, n. Preservation, redemption.

Sample, n. Specimen, illustration, example. Sanction, v. Ratify, confirm, countenance. Sanctuary, n. Temple, church, refuge. Sanguine, a. Red, crimson, warm, ardent. Sarcastic, a. Severe, cutting, taunting. Sash, n. Girdle, band, belt, scarf. Satan, n. Belial, devil, the evil one. Satellite, n. Moon, secondary planet, follower Satire, n. Ridicule, sarcasm, irony. Satisfy, v. Please, gratify, content, requite. Saunter, v. Loiter, linger, lag, delay. Savage, a. Uncultivated, wild, rough. Savior, n. Rescuer, saver, deliverer. Scaffold, n. Stage, frame, scaffolding. Scan, v. Scrutinize, examine, investigate, sift. Scandal, n. Defamation, aspersion, slander. Scapegrace, n. Rogue, knave, scamp. Scarce, a. Deficient, rare, uncommon. Scenery, n. Landscape, prospect, view. Scent, n. Odor, smell, perfume, fragrance. Scheme, n. Plan, system, device, project. Scholar, n. Disciple, pupil, student, learner. Scholarship, n. Learning, knowledge. Science, n. Knowledge, information, learning. Scion, n. Sprout, shoot, twig, branch, graft. Scoff, v. Mock, jeer, jibe, sneer. Scold, v. Berate, rate, censure, blame, chide. Scorn, #. Contempt, disdain, derision. Scoundrel, n. Knave, rogue, villain, rascal. Scourge, v. Lash, whip, punish, chastise. Scrap, n. Fragment, bit, remnant, crumb. Scrape, n. Difficulty, perplexity, distress Screen, n. Protection, guard, defence, shield. Scribe, n. Writer, penman, copyist. Scripture, n. Writing, document, the Bible. Scrub, v. Scour, cleanse, clean, rub hard. Scrutinize, v. Examine, investigate, search. Sculpture, v. Carve, chisel, cut, engrave. Seal, n. Stamp, attestation, authentication. Seam, n. Suture, joint, fissure. Seaman, n. Sailor, mariner, navigator. Search, v. Examine, explore, investigate. Season, n. Time, interval, spell, term. Seat, v. Place, station, locate, establish. Secluded, a. Retired, isolated, private. Secret, a. Hidden, concealed, obscure. Section, n. Division, fragment, portion. Secular, a. Temporal, worldly, civil. Secure, a. Certain, sure, safe, snug. Sedate, a. Calm, composed, quiet, placid. Seduction, n. Enticement, allurement. Seedy, a. Old, worn, faded, shabby. Seek, v. Search, try, strive, endeavor. Seeming, n. Show, appearance, semblance. Seer, n. Prophet, foreteller, predictor. Segment, n. Portion, section, part fraction. Select, v. Choose, pick, cull, prefer. Selfish, a. Illiberal, mean, mercenary. Self-murder, n. Suicide, self-destruction. Self-sufficient, a. Proud, haughty, assuming.



GOOD BEHAVIOUR.

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HE relations of man to his fellow-man, both domestically and socially, impose upon him certain obligations in the discharge of those duties to society in which mutual rights and privileges are concerned. The refinements of modern civilization have amplified these duties and amenities into a code which has been entitled ETIQUETTE, a knowledge of

which places one at ease in society, and prevents unpleasant mistakes in our intercourse with others.

Some of the rules of etiquette are largely the caprice of fashion, and are liable to change from year to year. Such, it will be apparent, are of less importance than those which are recognized as of enduring character, and which may be said to prevail in good society everywhere, and without a knowledge of which one can never be otherwise than ill at ease in the company of others.

## The True Basis

Of good behaviour, in all the walks of life, is found in the underlying principles of Christianity, as expounded by its great Author, consisting of a just recognition of the claims



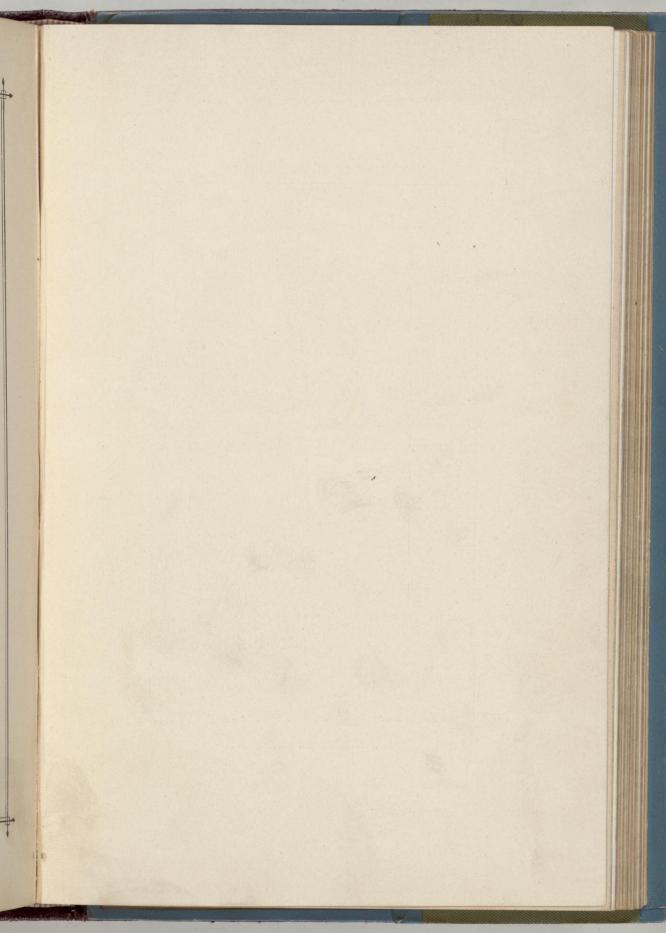
RUE gentility is an attribute of character, and hence its cultivation is best accomplished under the influences which so much assist in the formation of the character. The perfect lady or gentleman at home will always exhibit true courtesy abroad, and hence the value of home culture cannot be too highly estimated. The power of example is here shown as nowhere else. Rules and principles may be established for the government of children, but they will be practically inoperative unless exemplified in the lives of the parents. The quaint saying of one of our American humorists, "If you would train up a child in the way he should go, it's a good plan to walk in it yourself," contains the gist of the whole matter of parental discipline, and is worth a volume of dry maxims.

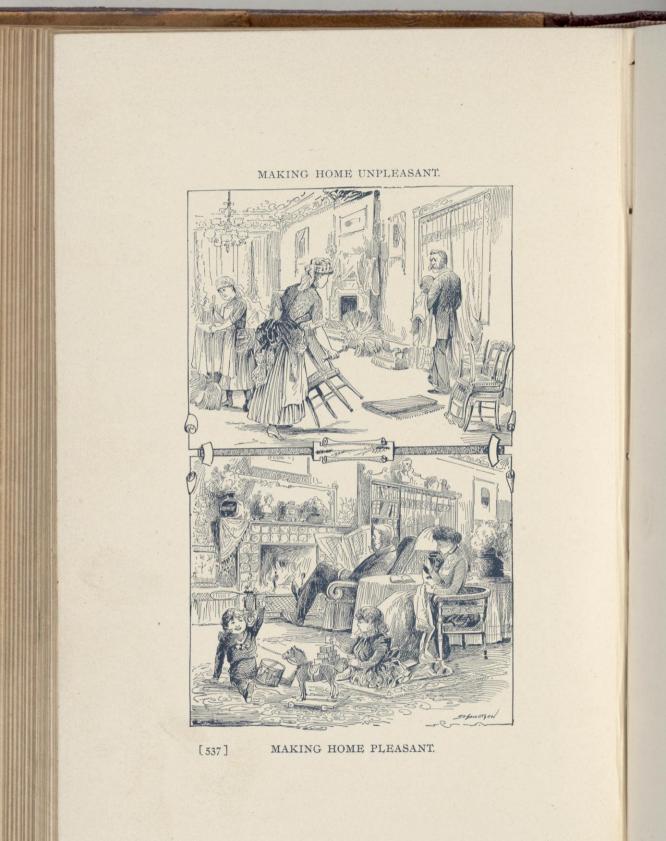
He who excuses himself for rude conduct or a breach of decorum on the plea that only "our folks" are concerned, loses opportunities for self-culture that will be felt in after years. This is especially true of children, and cannot be too strongly impressed upon the minds of all. Many a young gentleman or lady, whose privileges have been limited to the home circle, has gone thence into cultured society, moving with ease and self-possession, because of the refining influences which prevailed at their own firesides.

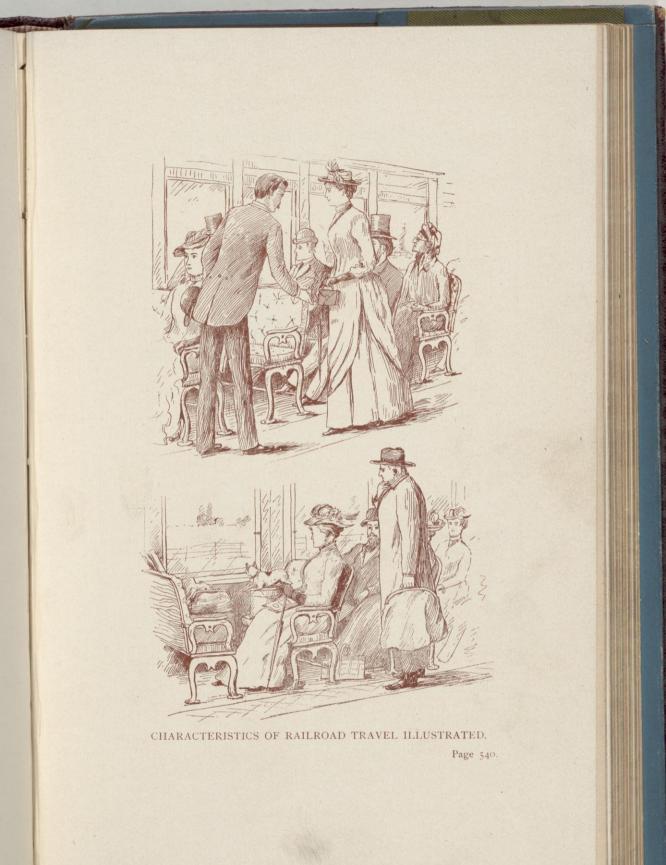
The cultivation of courtesy between children, of respect to parents, and politeness to all members of the family, will lay the foundation for true gentility and courtesy everywhere.

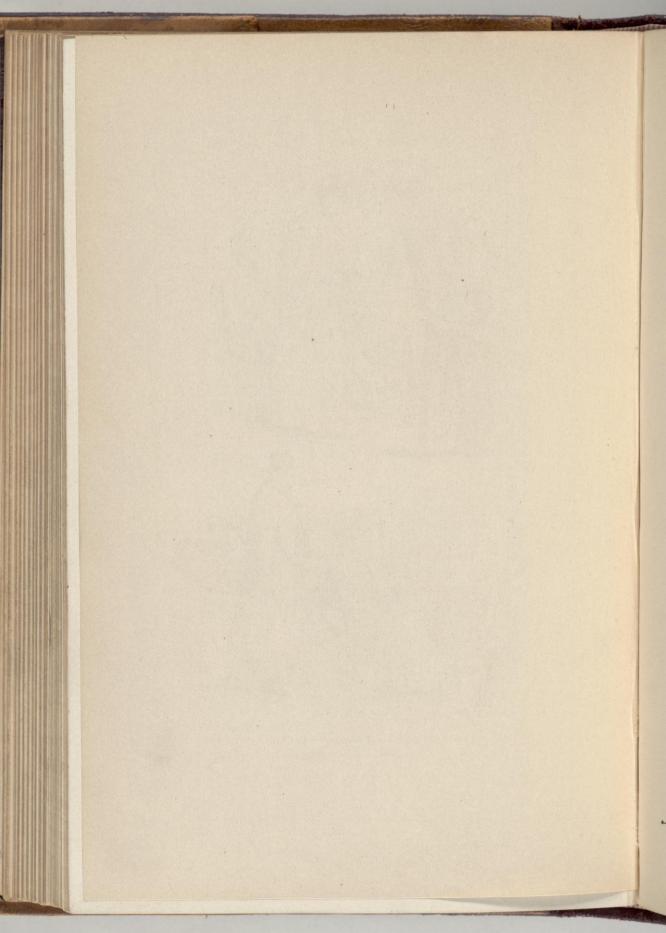
# Table Etiquette.

While less formality is demanded for the home table than a state dinner, there are certain rules for behaviour at table, that should be observed everywhere, and these we briefly present, with but little comment, simply remarking that their









HEN a thoroughly selfish individual travels, his innate propensities exhibit themselves as perhaps under no other circumstances. People who behave with decorum at the house of a friend, or in society, often lay off restraint when "in transit," and the worst quali-

ties of character appear to observation, in a strong light. The true lady or gentleman is such everywhere, but the "mask of politeness" will sometimes slip off, and it would seem that all the strings that secure it become unloosed in traveling.

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## Railroad Travel.

The conveniences of modern travel make a journey by rail almost a luxury, and the parlor, dining, and sleeping cars, so liberally provided, make the observance of home and society rules of etiquette a necessity. The hasty lunch at a wayside restaurant, where the violation of table manners becomes a necessity, gives place to the elegant repast of the dining car, served with fine table appointments, and partaken of deliberately. The "nap in the cars," in a cramped posture, is superseded by the luxury of a Pullman or Wagner berth, and the elegancies of the drawing-room coach give that comfort and ease which, all combined, ought to enable any tourist to preserve true gentility ; but unfortunately these are not always sufficient, and travelers are often annoyed by its lack in those whose dress and general bearing would indicate them as members of good society.

Encroaching upon the rights of others seems to be a prevailing fault. One ticket entitles a passenger to one seat. If room is plenty, of course a passenger is justified in taking plenty, but to occupy two entire seats with self and baggage when other passengers are obliged to stand, is

GOOD BEHAVIOUR

HE behaviour of people upon the street, more especially that of ladies,

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is often a true index of character. Either from ignorance or carelessness, many are guilty of gross improprieties on the public thoroughfares, who deem themselves ladies and gentlemen in society. Indeed, there seems to be a growing tendency, especially on the part of the young, to disregard the restrictions which good breeding has placed upon the conduct of people in the streets, and they are often made the place for gossiping, for forming acquaintances, and even for flirtations.

The public highway is the privileged resort of all classes, and hence the restrictions of good behaviour on the part of individuals must be self-imposed, and personally exercised. While the freedom of the streets makes it possible for offenses to propriety to be offered, it does not necessitate their being received. The true gentleman or lady, when in the street, is obvious to all that it is undesirable to see or hear, and is, therefore, seldom the recipient of an insult. This reserve should not, however, be carried to such an extent as to lead to a disregard of what is due to other ladies and gentlemen, or a failure to recognize them under all proper circumstances. And this leads to the subject of the

## Recognition of Friends in the Street.

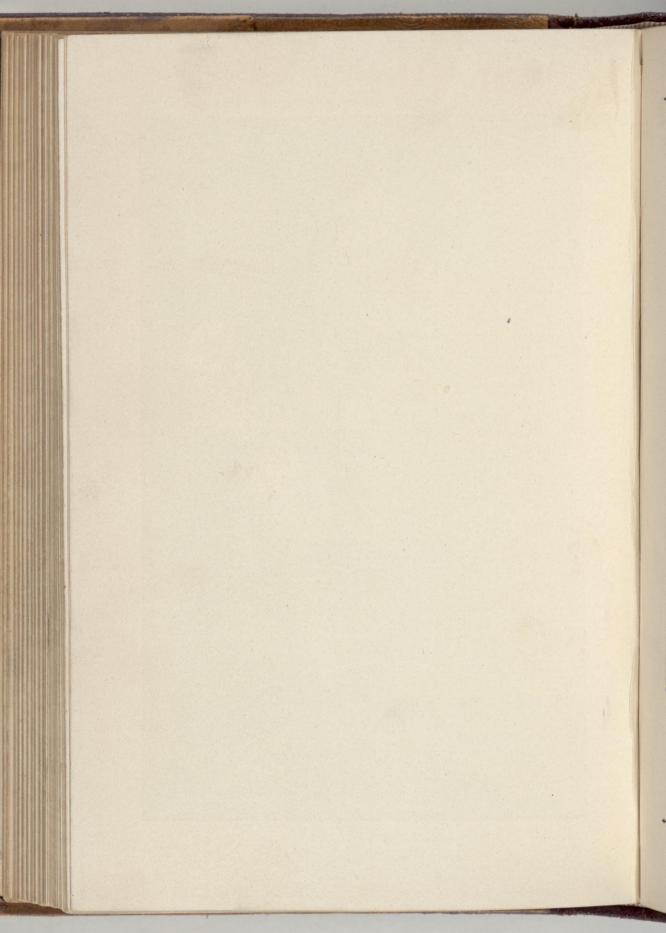
As above intimated, there can be little or no excuse for a failure to acknowledge an existing acquaintanceship on meeting or passing a friend in the street. A bow or nod of recognition, at least, is demanded, and as it neither causes delay, no plea of "want of time" can be urged as an excuse for non-compliance with this requirement.

The English rule that a lady must bow first, is not strictly observed in this country. Where there is no question as to



COURTESY TO THE AGED.

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#### GOOD BEHAVIOUR.

marks of consideration and thoughtfulness as those who are strong and manly will always delight to bestow upon those who especially need them. In fact, one of the great needs of modern society is a more general recognition of the claims of its elderly portion upon the respect and esteem of "Young America."



HE conduct of people in places of public resort should be regulated by such rules as will insure the protection of all, and the recognition of equal rights, which must be conceded as belonging to all who are allowed the

privileges of such resorts. In our free republic, he who pays for his ticket of admission to a place of entertainment, or attends a place of free admission, has all the rights, and is entitled to all the courtesies, which belong to any one else in attendance, and is in duty bound to render the same to others. Even personal preferences, such as may sometimes be freely exercised, must often be waived in public places, and the exhibition of oddities or angularities of character be studiously avoided.

#### Attending Church.

Of all public places, the house of God is paramount in its demands on the respect of those in attendance. Those who enter a church, either as visitors or worshipers, whether from curiosity or feelings of devotion, are in duty bound to observe its ruling customs, so far as they can in conscience do so, and to exercise especial care that their presence is no offense to any. If the form of worship is novel, or one to which they are unaccustomed, it should excite no levity

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N order to be a welcome guest at a dinner party, and to be able to maintain the ease and self-possession of which a good "diner-out" should be capable, one should be well versed by practice, or well read in the intricacies of the accomplishment. While a choice dinner is not to be despised, as ministering to the wants of the physical man, its highest benefits are often of a social and intellectual character, and people frequently make

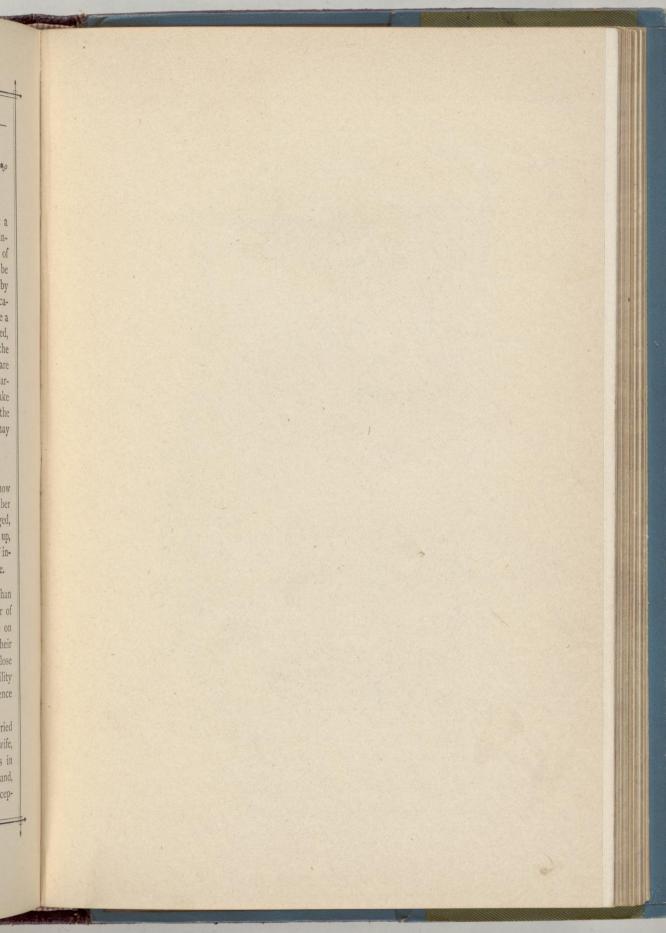
greater progress in becoming acquainted at the table than under any other influence which may be brought to bear upon them.

## The Invitation.

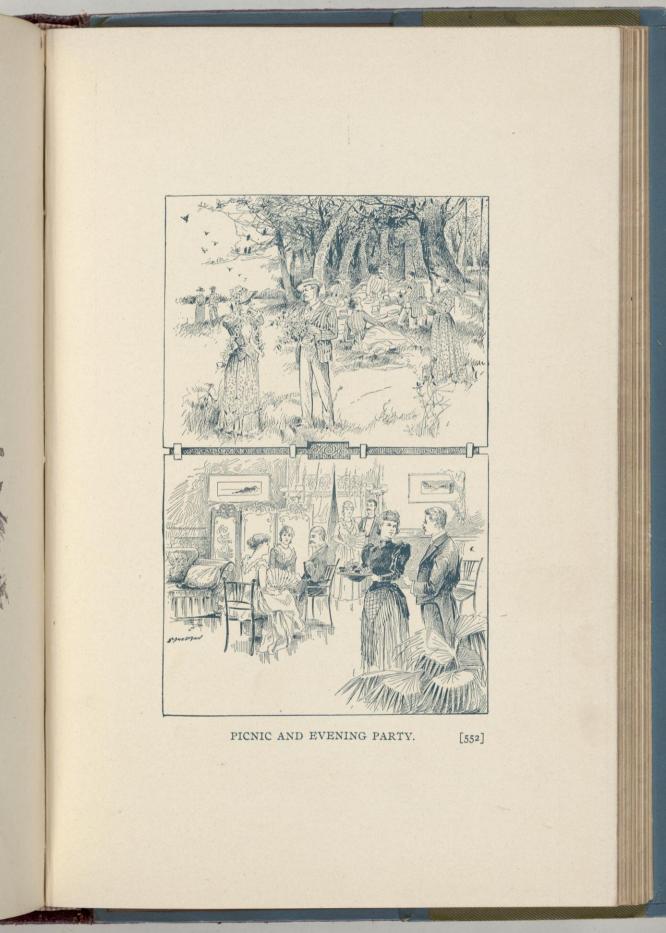
Persons giving dinners make their calculations on how many and whom they wish to invite, and send just the number of invitations. These should be immediately acknowledged, and accepted or declined, that the number may be made up, and the host or hostess know what to expect. Forms of invitation, acceptance, and declination, are given elsewhere.

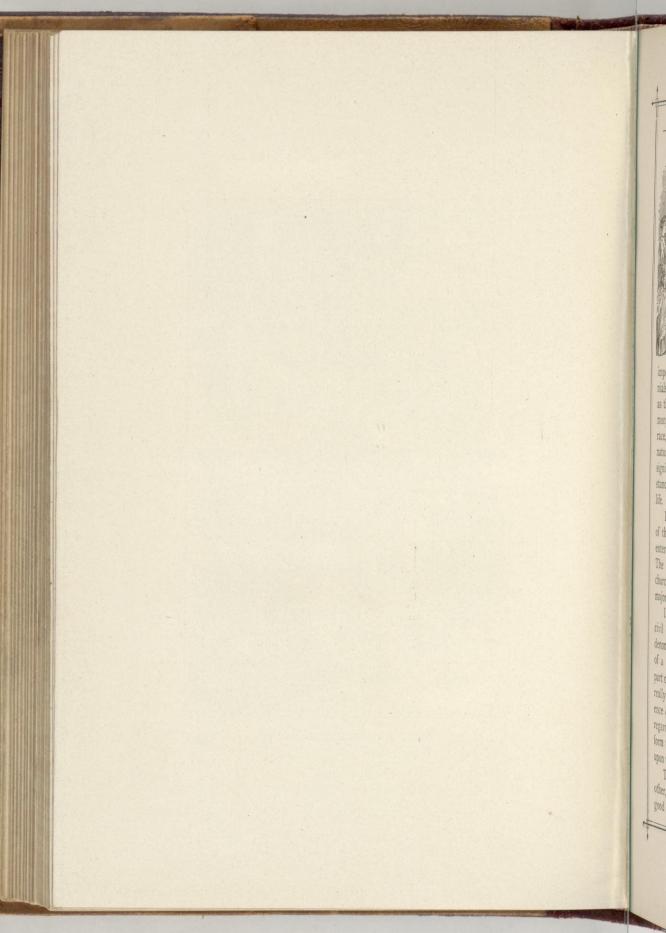
As the object of a dinner party is something more than to eat and drink, the selection of the guests is a matter of much importance. They should be chosen from those on the same social footing, and with special reference to their capacity as talkers and listeners. Being thrown into close relations at the table, there should be congeniality, sociability and harmony of taste and sentiment, or at least, an absence of their opposites.

As dinner parties are especially appropriate for married people, it is improper to invite the husband without the wife, unless it is to be strictly a gentlemen's dinner, and is in equally bad taste to invite the wife without the husband, except to a ladies' dinner, either of which cases is excep-









GOOD BEHAVIOUR 561 ARRIAGE is honorable in all," is a scriptural proposition, which recognizes the dignity and

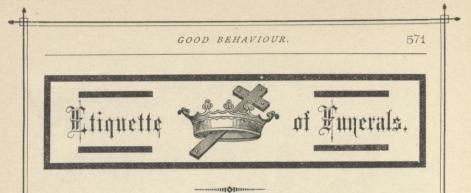
importance of the marital relation, and justifies the ceremonials which are devised to signalize so important an event as the formation of a life partnership. The estate of matrimony, being designed by the Creator as a blessing to the race, and the greatest temporal boon to mankind, it is but natural that society should attach to its consummation that significance which renders its ceremonies, and all the circumstances connected with it of the highest importance in social life.

In some countries, marriage is regarded as a sacrament of the church, while in others it is simply a civil contract, entered into between the parties, but of binding force for life. The latter is true of our own country, but religious and church influences so far affect its ceremonies as in a large majority of instances to make it essentially a religious rite.

It may be solemized, in the different States, by certain civil officers, or by the clergymen of the various religious denominations, according to their own usages. The legality of a marriage is not affected by any incompetency on the part of the person officiating, if the contracting parties are really intending marriage, and honestly covenant in the presence of witnesses, to enter that estate. Any irregularity in regard to the competency of the one who assumes to perform the ceremony, is visited upon him by the law, and not upon the parties themselves.

The attitude of persons engaged, to society and to each other, is regulated by certain conventionalities that people of good taste take pains to observe. After the acceptance of

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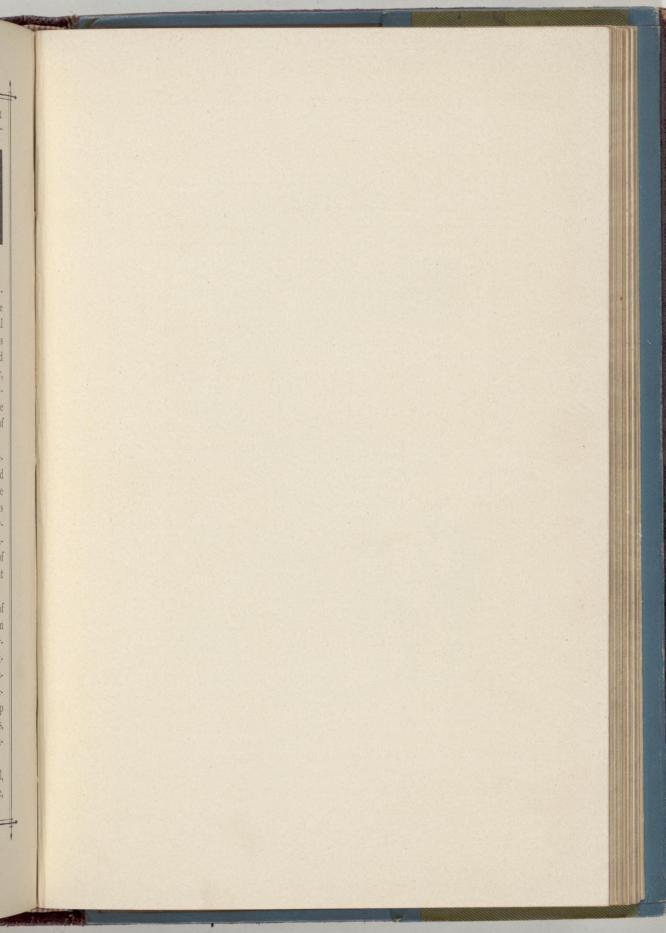


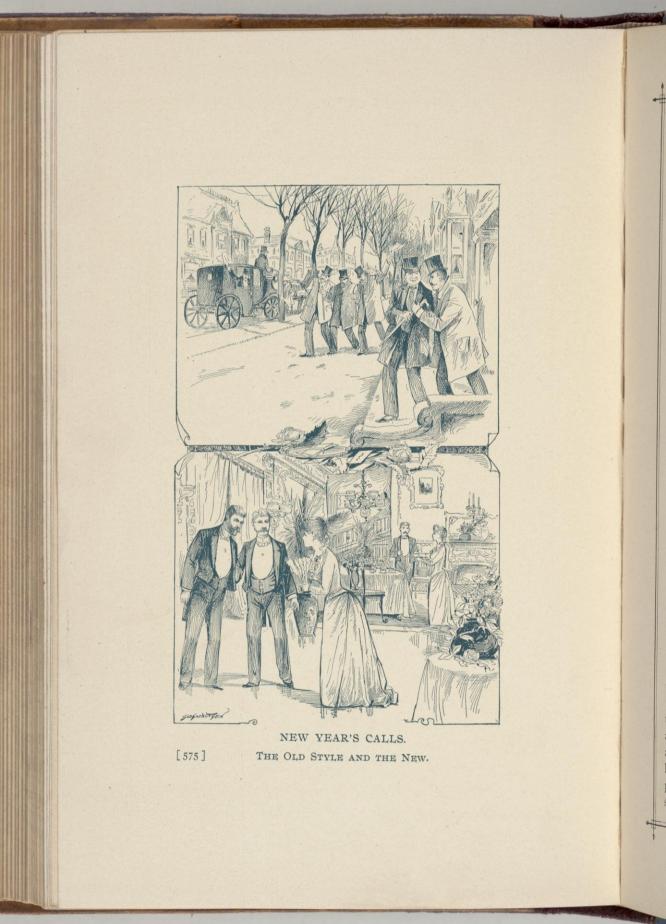
HE Scriptural injunction, "Let everything be done decently and in order," applies with especial force to the last sad rites in connection with the decease and burial of friends. While the "fashionable funeral," with its pomp and sometimes heartless display, is one extreme, and indecorous and ill-managed proceedings may be the other, it must be evident that a regard for propriety and a reasonable respect for the feelings of the bereaved, would indicate the necessity for some well-defined plan in the conduct of such ceremonies, of general application.

On the occurrence of a death, it is customary to immediately notify absent relatives, by telegraph, giving date and hour of funeral. In cities where daily papers abound, the notice of the death and funeral are inserted, to which is appended, "Friends invited without further notice." If, however, it is desirable to invite special friends, a note of invitation is sent, the form for which is given under the head of invitations. Persons thus invited should allow nothing but the most important duty to prevent their attendance.

The necessary arrangements are placed in the charge of some intimate friends, who should act under instructions from the family, restricting the expenses to their means and circumstances. False pride should not allow unnecessary outlay, for the sake of show, and a person of wisdom and discretion should therefore counsel in the matter. The gentleman having the arrangements in charge should have the help of his wife, or some other lady, in making needed purchases, as custom requires seclusion on the part of the female members of the household until after the funeral.

During the time between the death and the funeral, the door handle or bell knob is draped with black crape,





573 GOOD BEHAVIOUR ~000-Etiquette of Calling and Visiting 

HE customs of good society regulate the matter of calls and visits with a precision that renders it necessary for all who would be in good form to understand the general rules which are of universal acceptance.

Ladies must call on their friends at certain intervals, or they will be suspected of desiring to drop their acquaintance. Such calls are usually made in the day time, and are entitled "morning calls." The hours of calling are regulated by the prevailing custom in regard to the dinner hour. In the cities, where people dine at from four to six o'clock, the calling hours are from eleven to three. In places where the dinner hour is at noon, calls may be made from nine to eleven A. M., or from two to five P. M., preferably the latter.

Where the parties are on quite intimate terms, calls are sometimes made in the evening, when the time chosen should be such as to avoid the supper hour, and not later than nine o'clock. All such calls should be brief, under ordinary circumstances.

## Calling Rules.

In making a formal call, at "calling hours," the lady of the house is supposed to be at the service of her guests, extraordinary circumstances excepted. Should the servant reply "not at home," or "engaged," the caller leaves her card, which is equivalent to a call, and fully answers its requirement.

If the lady of the house is receiving, the caller is ushered to the drawing-room, and pays her respects to the hostess, and then to other guests who may be present. If the latter are also callers, they will soon, but not hastily, take their leave. Callers who enter nearly together, but not in company, may converse without an introduction. In very formal society, the lady does not introduce her callers to one another, OSPITALITY is often rendered all the more enjoyable by the happy expression of hospitable intention, as conveyed in an invitation. The forms of invitation are important, simply from the fact that the customs of good society have formulated their phraseology according to the meaning to be conveyed by them, and, to a certain extent, govern their style. While set phrases or stereotyped expressions are not of necessity to be followed, it is well to adhere closely to the general style, unless you can

Invitations

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afford to be original, by reason of position or distinction, to which comparatively few can lay claim.

CARDS AND INVITATIONS.

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Wedding Invitations

Pards

notes, Etc.

Visiting Cards

Invitations to weddings, receptions, dinners, etc., may be written or printed, according to circumstances. If written, the penmanship should be superior; if printed or engraved, script letters should be used throughout, as a rule. It has, until recently, been deemed necessary to employ the services of the engraver to secure a nice invitation; but modern typographic artists now produce elegant work in script type, a few forms of which are appended.

Invitations should be written or printed upon fine paper (except for special occasions, as hereinafter indicated), en-

CARDS AND INVITATIONS. 585 LINE OF FOLDING Mar & Mars J. B. Clarks request the pleasure of your company at the marriage of their daughter Kenrietta to Charles B. Allison, Wednesday Evening, February 21, 1882. At eight o'clock, At their Residence, No. 23 Pacific Avenue.

586 CARDS AND INVITATIONS. This invitation is accompanied by the wedding cards proper, in one of the following styles :-FORM A. Henrietta Clark Mr. & Mrs. Charles B. Allison In the above style, two cards are employed, tied together with a neat bow, or they may be left unattached in the folds of the invitation. Sometimes they are enclosed by themselves in an envelope of the right size, the outside envelope confining the whole. If the cards are not attached, they are both printed in the middle. They should be on fine bristol board, either white or a delicate cream tint. FORM B. Charles B. Allison. Henrietta Clark. Hor. & Mors. Charles B. Allison No. 7 College Avenue, Battle Creek, Mich. After March 1, 1882.

#### CARDS AND INVITATIONS.

Invitations to a funeral should be upon note paper of small size, with black border, neatly and plainly printed, and enclosed in black bordered envelopes.

Juneral Notice. Yourself and family are respectfully invited to attend the funeral of Menry P. Winterset at the Park - street Congregational Church, Tuesday afternoon, at three o' clock, when a discourse will be preached by Rev. J. O. Bell. Prayer at late residence, on Walnut-street, at two o' clock, proceeding thence to the Churchs Wollywood, August 22.

The above sample is of about the correct size, allowing for proper margin on the paper, and folds once for insertion in the envelope. First class stationers keep them in stock, as they do also black-bordered stationery for written invitations.

593 CARDS AND INVITATIONS. Etiquette of Cards

NSIGNIFICANT as it may appear, a bit of pasteboard, its texture, and the method of its employment, indicate the social culture and refinement of the person whose name it bears. This is especially true in large cities, where the fashion is "set" by the leaders in society, and where the lesser details of custom and form are closely studied and faithfully observed. With dwellers in smaller cities and towns, the changes in style are less frequent, and, it may be added, less imperative. There are, however, some general rules, of universal obligation, in reference to the style and uses of cards, which should be carefully observed by all who would move in cultured society.

The material of calling cards has for several years been a fine bristol board, either in white or some delicate tint. glazed or enameled cards being quite out of style. The size varies with the caprices of fashion, but a medium size maintains the ascendency. The name should be in plain script, and for a lady's card the letters should be small. The residence should not be printed on the card, but when necessary it may be penciled. Persons visiting away from home, however, may have their cards printed with town and State in the corner. The card of a married lady should bear the name of her husband, as "Mrs. Charles W. Morton." If several years a widow, her Christian name may be given, as "Mrs. Mary Abbott." If the wife of a physician, her card may be inscribed with her husband's title, as "Mrs. Dr. Anderson," but not "Mrs. John Anderson, M. D.," as that would imply that she herself was the physician.

A business card should not be used in calling, but a physician may prefix "Dr." to his name, or affix "M. D.," on his visiting card, and his residence may be given, but the

#### CARDS AND INVITATIONS.

addition of office hours, or other advertising matter, is considered objectionable.

"Chromo" cards, or other gaudy displays, are allowable for children at school, and for advertising purposes, but the absence of ostentation on the visiting cards of ladies and gentlemen is regarded as good taste. Cards of thick material, with the edges beveled, are now considerably in use, and, if not too large, are quite neat and attractive.

For special occasions, as Easter and Christmas, a departure from the rule in regard to plain cards is allowable, and a great variety of handsome cards may be found in the hands of the stationers for such uses.

## Uses of Cards.

The season for calling commences in the autumn, on the return of people from the summer resorts, and on making the first calls a card should be sent up to the lady of the house, even though it be known that she is receiving. This is for her own reference. A card may be used as a substitute for a call, under circumstances when a call is not in order. If sent by a messenger it should not be in an envelope, as that indicates a desire to terminate calling between the parties. This rule has an exception in P. P. C., or leave-taking cards, which may be thus enclosed, and also in mourning cards, from a family in bereavement. If delivered in person, the corner should be turned down. If intended for other members of the family besides the lady of the house, it should be folded in the middle, one card answering for all. Guests visiting with the family are not thus included, and a separate card is required for them. Persons invited to a reception, wedding, or party, should leave cards within ten days after the event; also, after receiving the notification of a wedding, with "at home" announcement. A gentleman having conducted a lady to a public entertainment, should call or leave his card within three days after.

Cards of congratulation should be left in person. If you cannot call, nor leave such card by your own hand, a letter of congratulation may be written, with an apology for not calling. This does not apply to the newly-married, as calls in person are due them, if it is desired to keep up the acquaintance.

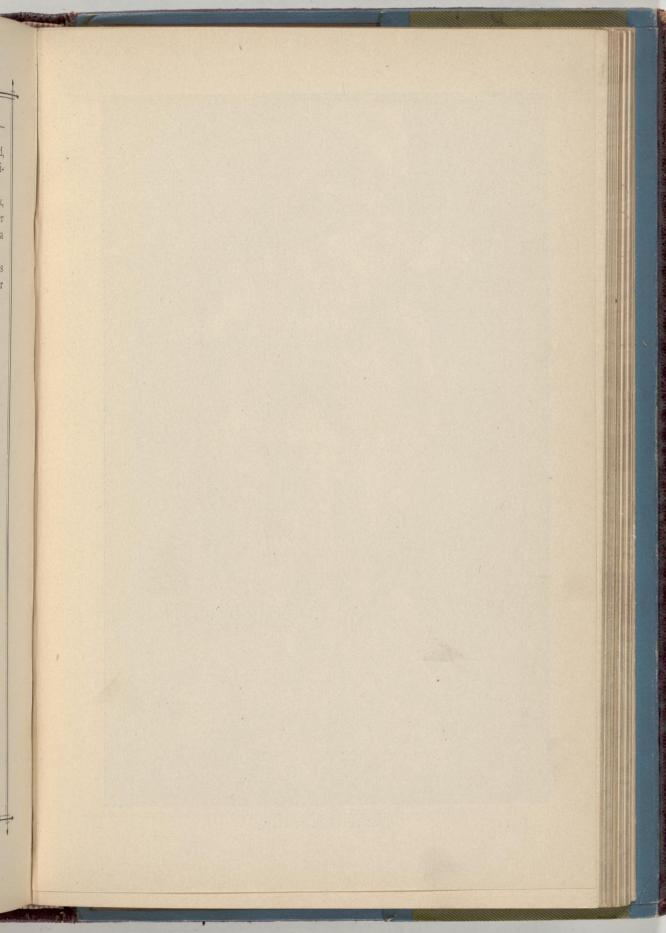
### CARDS AND INVITATIONS.

ducting it, and the place. Other matters may be added, but should occupy a secondary position in point of prominence.

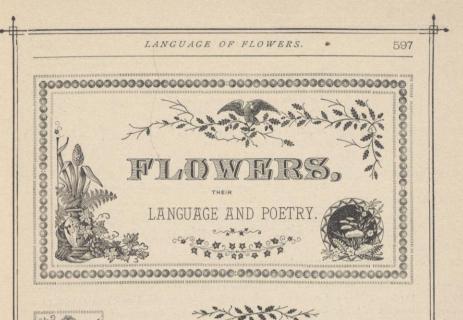
A business card may be plain, in a single color of ink, or in several colors, and very ornamental. If the former style be preferred, the use of light-faced, clean-cut type of a nearly uniform style, is now quite popular.

An approved form of card for a commercial traveler, is a combination of an address and business card, the latter feature being in miniature on one corner.









F all friendship's tender offerings, there are none more delicate or acceptable than the floral tribute, and we must ascribe to flowers the preference over all other relics of lost Eden, as having been preserved through the ages and transmitted to us in what can hardly be less than their original beauty and purity.

Their antiquity as language symbols dates, from Creation, inasmuch as natural meanings and sentiments seem always to have been associated with, and typified by, the varied hues and habits peculiar to the countless beautiful representatives of the flower kingdom.

Shakspeare tells us that "faries use flowers for their charactery," and even mortals find that

"All these token flowers tell What words can ne'er express so well."

This vocabulary of earth's bright stars, the "alphabet of the angels," has been understood and used by many nations from the remotest centuries to the present time; and, as symbols of thought and speech, flowers have always been connected with the deeds and misdeeds of mankind. The mythologies of

#### LANGUAGE OF FLOWERS.

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But it dropped its head, that plant of power, And died the mute death of the voiceless flower; And a withered wreath on the ground it lay, More meet for a burial than bridal day. And when a year was passed away, All pale on her bier the young maid lay ! And the glow-worm came With its silvery flame, And sparkled and shone Through the night of St. John;

And they closed the cold grave o'er the maiden's cold clay."

For the purpose of communicating in secret the language and sentiment of the heart, it is the custom in Oriental countries to select and tastily arrange a bouquet of token flowers, called a *salaam*, or salutation.

GYPICAL BOUQUETS.

"In Eastern lands they talk with flowers, And they tell in garland their loves and cares; Each blossom that blooms in their garden bowers On its leaves a mystic language bears."

Written billet-doux are often inadequate to convey the meaning that may be thus expressed. In typical bouquets much depends upon the character of the message, the variety of flowers that may be obtained, and the ingenuity of the sender. We subjoin a few floral epistles or example bouquets, giving first the message, followed by the names of the flowers required to interpret it. By referring to the DICTIONARY OF FLORAL SENTIMENTS these meanings will be found at once. Epistles in endless variety may be thus transcribed.

"Then gather a wreath from the garden bowers,

And tell the wish of thy heart in flowers."

#### Examples.

I. Your modesty and amiability inspire me with the warmest affection. - White Violet, White Jasmine, Angelica herb, Spotted Arum, Red Double Pink.

II. Forget me not, and I hope for the return of happiness.—Forget-me-not, Hawthorn, Lily of the Valley.

III. Candor, deference and cordiality are charming in the young.-White Lilac, Small Bindweed, Peppermint, Musk Rose Cluster, Rosebud or Primrose.

IV. I love you and desire a return of affection. I offer you my all, and am worthy of you I die if neglected. Do me justice.—Red Rose, Jonquil, Shepherd's Purse, Full White Rose, Laurustina, Chestnut.

**Unfavorable Reply.**—Justice shall be done! You are growing old, silly and conceited, and are not worthy of me. I pity, but cannot love you. Depart and forget me.—Colt's.foot, Meadow Saffron, Scartet Geranium, Pomegranate, Full White Rose (Reversed), Black Pine, Red Rose (Reversed), Dandelion Seeds in the Ball, Forget-me-not (Reversed).

**Uncertain Reply.**—I prefer you, but your habit of intemperance causes me great anxiety. Prohibition will secure love, union and prosperity.—*Rose Geranium, Grape, Red Columbine, Privet, Red Rose, Whole Straws, Wheat.* 

Favorable.—Confidence in your integrity leads me to hope for happiness. I return your affection, and change but in death.—Hepatica, Gentian, Hawthorn, Mugwort Jonquil, Bay Leaf. V. Pleasant recollections console us in the silence of solitude.—White Periwinkle, Snowdrop, Belladonna, Heath.

#### LANGUAGE OF FLOWERS.

VI. Your friendliness bids me hope to obtain your love.-Rose Acadia, or Iny Leaf, Hawthorn, Red Rose.

VII. Delicacy and simplicity add charms to lasting beauty.—Cornbottle, Sweet Brier, Gillyflower.

VIII. Let the bonds of marriage unite us, or I die to-morrow.—Convolvulus, Linden Leaf, Straws, Gum Cistus.

Unfavorable Reply.-No! I dare not. My regrets follow you to the grave.-Snapdragon, Veronica Speciosa, Asphodel.

IX. Beauty, friendship and love.-American Cowslips, Ivy Leaf, Red Rose.

X. Farewell! do not forget me. Good wishes .- Spruce Pine, Forget-me-not, Sweet Basil.



There is also a meaning attached to precious stones which it is well to remember in the selection of a ring or other jewelry for either an engagement, a wedding or a birthday occasion. Marvelous properties were claimed for them by the ancients as recorded in a variety of distinguished fables. The same notions to a certain extent have been transmitted to our own time, and among lovers and friends it is now the custom to respect their significance when making presents. We append the different months with the stones supposed to be sacred to each, also their legendary meaning.

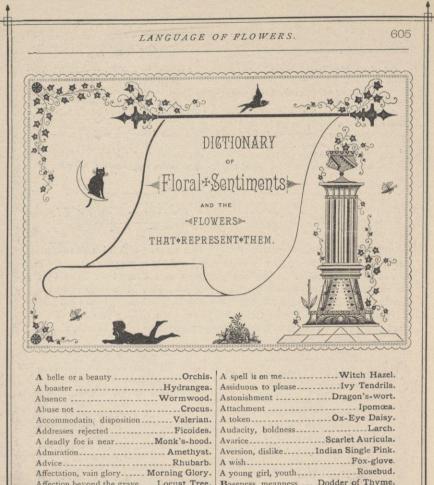
January.-Garnet. Constancy and fidelity in every engagement. February.-Amethyst. Preventitive against violent passions. March.-Bloodstone. Courage, wisdom and firmness. April.-Sapphire. Frees from enchantment and denotes repent-

ance.

May.-Emerald. Discovers false friends and insures true lovers. June.-Agate. Insures long life, health and prosperity. Discovers poison and corrects evils resulting from mistaken friendship. August.-Sardonyx. Insures conjugal felicity. September.-Chrysolite. Free from melancholy and evil temper. October.-Opal. Denotes hope, and sharpens the sight and faith of the possessor. November.-Topaz. Emblem of fidelity, and prevention of bad dreams. December.-Torquoise. Prosperity in love.

July.-Ruby.



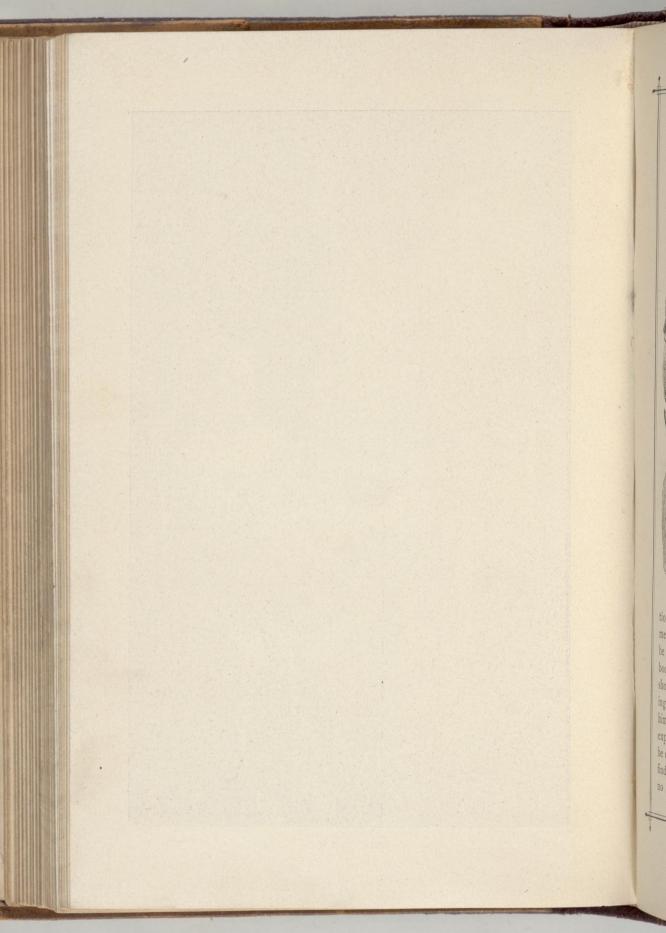


A boaster	A
Absence	A
Abuse notCrocus.	A
Accommodatini disposition Valerian.	A
Addresses rejected	A
A deadly foe is near	A
Admiration Amethyst.	A
AdviceRhubarb.	A
Affectation, vain glory Morning Glory.	A
Affection beyond the grave Locust Tree.	B
Affection, pure	B
Affection returnedJonquil.	B
AfflictionBlack Poplar.	В
A flirt Mezereon.	B
Age Tree of Life.	B
AgitationQuaking Grass.	B
AgreementLancaster Rose.	B
Always cheerfulCoreopsis.	B
Always lovely Indian Double Pink.	B
Ambassador of loveCabbage Rose.	B
Ambition of a hero Mountain Laurel.	B
Ambition of a scholar	В
Amiability White Jasmine.	B
Am I forgotten ?Satin Flower.	B
Anger Gorse.	B
Anticipation Gooseberry.	B
Ardor, great warmthSpotted Arum.	B
Artifice	B
ArtsAcanthus.	B
A serenadeDew Plant.	B
Aspiring	B

A spell is on me	Witch Hazel.
Assiduous to please	Ivy Tendrils.
Astonishment	Dragon's-wort.
Attachment	Ipomœa.
A token	Ox-Eye Daisy.
Audacity, boldness	Larch.
Avarice	Scarlet Auricula.
Aversion, dislike	.Indian Single Pink.
A wish	Fox-glove.
A young girl, youth	Rosebud.
Baseness, meanness	Dodder of Thyme.
Bashfulness, diffidence,	Peony.
Beautiful eyes	Variegated Tulip.
Beauty divine	American Cowslip.
Beauty always new	China Rose.
Beauty and innocence	Daisy.
Beauty is your only att	raction Japan Rose.
Beloved daughter	Cinque-foil.
Be mine	Four-leaved Clover.
Be my support	Black Bryony.
Benevolence	
Be prudent	Triptilion Spinosum.
Bereavement	Myroballon.
Betrayal, betrayed	Judas-tree.
Beware	Oleander.
Beware of a false friend	
Be warned in time.Ecl	hites Atro-purporea.
Bitterness	Aloe.
Blackness	Ebony.
Blushes	Marjoram.
Bonds	Convolvulus.
Bravery and Humanity	Oak Leaf.

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N the present constitution of American society, the education of any person who has not a fair knowledge of Parliamentary practice must be considered very deficient. The thought too commonly entertained when this subject is presented, is, "I shall never be called upon to preside over a meeting; and hence the subject is of no special importance to me." Query: Have you any expecta-

LAMENTAKI

tion that you will on any possible occasion be simply a member of a deliberative body? If so, you should desire to be able to take part properly in the deliberations of that body. Remember that every member of such assemblies should understand Parliamentary rules as well as the presiding officer, lest the fear of moving out of order should keep him back from desirable action, or actually moving so, should expose him to correction and mortification ; and his lot must be cast far one side of all the active channels of life, who never finds himself a member of a deliberative body. But, besides, no man or woman knows how soon circumstances may call

3. Subsidiary Motions, or such as are applied to other motions for the sake of disposing of them in some other way than by direct adoption or rejection.

4. The Main Question, which has already been spoken of.

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5. Miscellaneous Motions, under which head come the motion "To Reconsider," To Fill Blanks, and to Renew a Motion.

With the exception of the Miscellaneous Motions, the foregoing is the order of precedence in which they stand to each other as classes. By this is meant that any motion in the 2d, 3d and 4th classes yields to any motion in the 1st class; the 3d and 4th yield to the 1st and 2d; and the 4th to the 1st, 2d and 3d. This is the general rule; but it is subject to some modifications, as will hereafter appear.

The **Privileged Motions** in the order of their precedence, are,—

- I. To fix the time to which to adjourn.
- 2. To adjourn.
- 3. Questions of Privilege.
- 4. Orders of the day.

1. The motion to fix the time to which to adjourn, is not a motion to adjourn, but, as its name signifies, is simply a motion to fix the time to which the adjournment will stand, when the motion to adjourn is carried. Its form is, "I move that when we adjourn we adjourn to" such a date, or "to meet again at" such a date, naming the date. It takes precedence of all other motions, and is in order even after the vote to adjourn is taken, if the result has not been stated It can be amended by altering the time, but by the Chair. cannot be repeated without intervening business. When another question is before the house, it cannot be debated; but if no other question is before the house, it is not then a Privileged Motion, but a Principal Motion, to be treated like any other Principal Motion.

2. The motion *to adjourn* takes precedence of all motions except the foregoing, to which it yields; that is to say, it may be made when any other motion is pending except the motion to fix the time of adjournment, but cannot be made when this latter motion is pending. And when the motion

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present it, the committee is dissolved, unless revived by a motion to re-commit the subject to them. Should any one object to receiving the report, the question must be decided by motion and vote. If re-committed, all that has not been agreed to by the assembly is ignored as if the report had not been made. If it is desired to consider the report, the motion to be made, is, to "adopt," or "accept," or "agree to," as may be most appropriate to the matter in hand; and on this motion the report is subject to debate, amendment, adoption or rejection. The member who introduced it is first entitled to the floor to discuss it, and, after all have spoken who wish to, he is entitled to a final speech to close the debate. Under the motion to adopt, etc., the paragraphs or propositions of which a report is composed are considered individually and amended if need be; and then the action on the motion is in reference to the report as a whole.

## Committee of the Whole.

When an assembly, as a body, desires to consider a subject with all the freedom of an ordinary committee, the subject not being sufficiently matured for definite action, nor one which it wishes to refer to a committee, it is usual to consider it in "committee of the whole." The form of the motion is, "I move that the assembly do now resolve itself into a committee of the whole, to consider [naming the subject to be considered]." This being really a motion to commit, takes the same order of precedence. Being adopted, the chairman of the assembly immediately calls upon some one to take the chair as chairman of the committee, while he takes his place in the house as a member. The only motions in order in this committee, as in others, are "to amend," "to adopt," and "to rise and report." The assembly as a committee cannot refer the subject to another committee. Deliberation being ended, when the motion to "rise and report" is carried, the chairman of the assembly resumes the chair, and the chairman of the committee, taking his place again in the assembly, rises and announces that he is ready to make his report, when the assembly is ready to receive If the committee becomes disorderly, the chairman of it. the assembly can take his place and declare the committee

table, The previous question, and all motions relating to priority of business, limiting or closing debate, or granting leave to one guilty of indecorum in debate to continue his speech. A principal motion cannot be debated while amendment is pending only as involved therein.

### Closing a Debate.

When it is desirable to prevent a debate on an improper subject, or to bring a debate to a close, it may be done, or attempted, by objecting to the consideration of the question, by a motion to lay it on the table, by the previous question, by adopting an order limiting debate, or fixing the time when it shall close. In putting the question, debate is not prohibited until both the affirmative and negative votes are taken.

## Organizing a Meeting.

Occasional or Mass Meeting. The first thing to be done in a meeting of this kind is to organize. The time appointed having arrived, some one calls the meeting to order, and moves that A. B. or C. act as chairman of this meeting. If this motion fails, another is nominated till a chairman is obtained and takes the chair. The next business is the election of a secretary. The chairman calls for nominations, The which being made and seconded, the vote is taken. secretary being elected, no other officers are usually necessary in a meeting of this kind. The chairman asks what is the further pleasure of the meeting, when some one of those at whose instance the meeting has been called rises and states the object of the meeting, or better still, introduces a resolution previously prepared to express the sense of the meeting on the subject which has called them together. If nothing of this kind has been prepared, a committee may be appointed to draft resolutions to report at the same meeting, and while they retire to draft their resolutions, the time may be occupied by other business or by addresses. If more officers are required than chairman and secretary, they can be elected before the resolutions are presented; or a chairman and secretary can be elected pro tem., and a committee appointed to nominate permanent officers, as in case of a convention.

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PARLIAMENTARY PRACTICE. 629 \*\*.\*\*.\*\*.\*\*\*\*\*\*\*\*\*\*\*\*\* GONSTATIADN ~~~ AND~~~ - BY - LAWS --**┊**╅╱╕╅╀┧╖<sup>╒</sup>┨╖╒╀╖╒╀╖╒┸┧╓┸┧╓┸┧╓┸┧╓┸┧╓┸┧╓┸┧╓┸┧╓┸┪╓┸┪╓┸┪╓┸┧╓┸┧╓┸┧╓┸┧╓┸┪╓┸┪╓┸┪╓┸┪╓┸┪╓┸

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20-20-BRIEF outline of a Constitution and code of By-Laws for a society may be of use to some who are contemplating the formation of some kind of a deliberative organization. Some societies have simply a Constitution; some have simply a code of By-Laws; some have both. The ground covered by these terms, according to the definitions of lexicographers, seems to be very much the same; yet we think a well-defined distinction may be recognized in this respect; namely, that a Constitution sets forth the fundamental principles on which a society is based, while the By-Laws contain the more especial rules which govern Thus, the Constitution may treat in a its local working. general way of the name, object, membership, officers, exercises, and meeting of a society, and the means of its own amendment, while the By-Laws may contain the regulations by which the society is to be governed in its workings. In accordance with this distinction the following model is given.

### Constitution of the ...... Society.

#### ART. I. NAME.

This Society shall be called the \_\_\_\_\_ Society.

#### ART. II. OBJECT.

The object of this Society shall be (here state the object, to promote the literary or pecuniary interests of the members, or to accomplish any design for which the Society was organized.)

ART. III. MEMBERSHIP.

(Under this article state who may become members, and on what conditions.)

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## ART. IV. OFFICERS.

(Here state what officers the Society shall have, as, President, Vice-President (more than one if desired), Secretary, Corresponding Secretary or Secretaries, Treasurer, Executive Board, etc., as may be necessary to carry out the object of the organization.)

### ART. V. EXERCISES.

(Here state of what the regular exercises of the meeting shall consist.)

## ART. VI. MEETINGS.

(Here state how often the regular meetings of the Society shall be held, how they shall be called, etc.)

## ART. VII. AMENDMENTS.

(This Constitution may be amended by a vote of a majority (or two-thirds if preferred, which is more common) of those present at any regularly called meeting.)

Having made provisions for the foregoing particulars in the Constitution, other regulations may be introduced as follows in a code of

### By-Laws.

### ART. I. OFFICERS AND THEIR DUTIES.

(Here state what the duties of the various officers shall be, specially defining them, if they differ from the duties ordinarily devolving upon such officers.)

## . ART. II. SPECIAL MEETINGS.

(Here make provision for calling special meetings, if necessary, stating how and for what purpose they may be called. If there is a board of directors or trustees, make provision for the meeting of the same.)

#### ART. III. QUORUM.

(Here state how large a proportion of the members, or what definite number of members, shall constitute a quorum, that is, a number requisite to transact the business of the Society legally.)

632 STATISTICS. Financia 6 Politica Commercial ARIAR ARIAR ARIAR ARIAR ARIAR

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or n, HE following tables give the Financial History of the United States, the Public Debt from 1791–1889, the Present Wealth of the States and Territories com-

pared with that of 1880, the Wealth of Nations, the Value of Gold and Silver Coins of different nations, Railroad Statistics, Population, Immigration, and many other points of interest.

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# Financial History.

Showing the Revenues, Expenditures, Losses, Exports, and Imports of the United States during each Presidential Administration from Washington to Harrison.

	PRESIDENT.	REVENUES.	EXPENDIT'S.	Losses.	EXPORTS.	IMPORTS.
789	Washington	\$18,950,791	\$16,349,108		\$59,970,295	\$83,700,000
793	Washington	33,921,856	35,634,544	\$250,970	174,189,374	216, 192, 432
797	John Adams	42,040,620	40,306,311	235,411	268,013,605	314,273,022
801	T. Jefferson	50,846,783	49,433,089	-55/1	300,008,242	437, 363, 492
805	T. Jefferson	62,758,800	56,854,003	603,467	327,877,095	445,500,000
800	J. Madison	56,988,549	63,068,141		218,705,422	275,236,000
813	J. Madison	183,217,038	165,045,738	2,191,660	169,261,573	205,114,247
817	J. Monroe	100,014,686	121,749,744		320,755,863	382,575,000
821	J. Monroe	84,728,008	83,979,873	3,229,787	287,820,350	312,955,539
825	J. Q. Adams	99,831,284	95,805,445	885,374	331,720,123	349,308,444
820	A. Jackson	110,064,124	- 114,024,783	00000014	314,695,705	349,589,837
833	A. Jackson	141,007,244	97,300,585	3,761,111	444,834,033	574,515,470
837	Van Buren	125,816,670	142,561,043	3,343,792	479,080,344	524,440,272
841	Harrison & Tyler	117,274,186	110,494,521	1,565,003	422,080,860	401,287,008
845	J. K. Polk	171,972,467	179,298,684	1,732,851	540,815,875	540,490,927
849	Taylor & Fillmore	210,102,000	196,179,852	1,814,400	725,700,987	755, 166, 131
853	F. Pierce	274,710,666	260,400,500	2,167,982	1,111,338,975	1,148,649,490
857	J. Buchanan	297,941,841	313,503,102	2,659,107	1,444,516,787	1,344,437,675
861	A. Lincoln	2,946,931,923	2,847,859,901	7,200,984	940,635,015	1,123,004,607
865	Lincoln & Johnson	5,238,633,954	5,412,198,970	4,610,500	1,514,598,873	1,483,526,193
869	U. S. Grant	2,637,598,190	2,661,891,966	41=-31333	2,024,701,627	2,081,524,310
873	U. S. Grant	2,644,943,792	2,620,600,772	2,846,192	2,464,467,767	2,200,062,410
877	R. B. Hayes	2,904,598,787	2,822,568,000	-,	2,975,461,807	2,186,033,217
881	J. A. Garfield	1,511,114,995	1,028,288,710		3,385,050,556	2,976,946,349
885	Grover Cleveland	1,410,799,787	1,038,567,054		3,030,050,112	2,830,585,104
880	B. F. Harrison (1 yr.).	387.050.050	200,288,078		839,042,908	774,094,725

STATISTICS.

# Public Debt of the United States, 1791-1889.

Statement of Outstanding Principal of the Public Debt of the United States on the 1st of January of each Fiscal Year from 1791 to 1842, inclusive; on the 1st of July of each Year from 1843 to 1886, inclusive; and

on	D	ecer	nbe	r is	to	t 188	7-89.
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	Ann 160 106 00	1816	\$127,334,933 74	1841	\$13,594,480 73	1866	\$2,773,236,173 69
1791	\$75,463,476 52		123,401,065 16	1842	20,601,226 28	1867	2,678,126,103 87
1792	77,227,924 66	1817	103,466,633 83	1843	32,742,922 00	1868.	2,611,687,851 19
1793	80,352,634 04			1844	23,461,652 50	1860.	2,588,452,213 94
1794	78,427,404 77	1819	95,529,648 28			1870	2,480,672,427 81
1795	80,747,587 39	1820	91,015,566 15	1845	15,925,303 01		
1796	83,762,172 07	1821	89,987,427 66	1846	15,550,202 97	1871	2,353,211,332 32
1797	82,064,479 33	1822	93,546,676 98	1847	38,826,534 77	1872	2,253,251,328 78
1798	79,228,529 12	1823	90,875,877 28	1848	47,044,862 23	1873	2,234,482,993 20
1799	78,408,669 77	1824	90,269,777 77	1849	63,061,858 69	1874	2,251,690,468 43
1800	82,976,294 35	1825	83,788,432 71	1850	63,452,773 55	1875	2,232,284,531 95
1801	83,038,050 80	1826	81,054,059 99	1851	68,304,796 02	1876	2,180,395,067 15
1802	86,712,632 25	1827	73,987,357 20	1852	66,199,341 71	1877	2,205,301,392 10
1803	77,054,686 30	1828	67,475,043 87	1853	59,803,117 70	1878	2,256,205,892 53
1804	86,427,120 88	1829	58,421,413 67	1854	42,242,222 42	1879	2,245,495,072 04
1805	82,312,150 50	1830	48,565,406 50	1855	35,586,858 56	1880	2,120,415,370 63
1806	75,723,270 66	1831	39,123,191 68	1856	31,972,537 90	1881	2,064,013,569 58
1807	69,218,398 64	1832	24,322,235 18	1857	28,699,831 85	1882	1,926,688,678 03
1808.	65,196,317 97	1833	7,001,608 83	1858		1883	1,892,547,412 07
1809	57,023,192 09	1834	4,760,082 08	1859		1884	1,838,904,607 57
1810.	53,173,217 52	1835		1860	64,842,287 88	1885	1,872,340,557 14
1811.	48,005,587 76	1836	336,957 83	1861	90,580,873 72	1886	1,783,438,697 78
1812.	45,200,737 90	1837	3,308,124 07	1862	524,176,412 13	1887	1,664,461,536 38
1813	55,062,827 57	1838.	10,434,221 14		1,119,772,138 63	1888	1,680,917,706 23
1814	81,487,846 24	1839			1,815,784,370 57	1889	1,617,372,419 53
1815	09,833,660 15	1840	5,250,875 54		2,680,647,869 74		
1015	99,033,000 13	1040	3, 23,073 34		-,,-,-,,009 /4		

# Present Wealth of the States and Territories, and Comparison With Wealth in 1880.

States and Territories.	Assessed Valuations in Millions of Dollars.		o uit tions in Millions of Dollars.		States and Territories.	Assessed Valuations in Millions of Dollars.		cent of Vealth.	True Valua- tions in Millions of Dollars.		
	1880.	1890.	PerW	1880.	1890.		1880.	1890.	Per c We	1880.	1890.
Alabama Arkansas California Colorado Delaware Florida Georgia Illinois. Indiana Iowa Kansas Kentucky Louisiana Maryland Maryland Maryland Michigan Minnesota Missispi Missouri Nebraska Nevada	518 258 111 533 01	242 171 1,115 355 61 880 792 361 577 226 236 236 236 236 236 236 236 236 236	32.50 35.13 40.88 49.98 43.44 30.26 43.44 30.26 43.44 48.55 27.08 37.95 47.10 37.95 47.10 37.79 40.44 34.18 34.14 34.24 56.70	378 246 1,430 149 955 138 995 1,419 1,413 1,419 1,419 1,419 1,419 1,419 2,795 880 422 501 829 2,795 1,370 638 324 1,530 200 60	745 486 2,727 390 921 140 290 3,112 1,586 1,856 1,856 1,856 1,290 501 1,449 596 501 1,449 596 501 1,449 2,321 1,402 2,321 2,502 2,321	New Hamp New York N. Carolina Ohio Pennsylvania. Rhode Island. S. Carolina. Tennessee. Texas. Vermont Virginia. West Virginia. Wisconsin Idaho New Mexico. Utah. Washington Wyoming Totals	165 573 2,652 1566 1,534 53 1,683 253 133 212 320 87 308 140 439 6 111 25 24 13 16,756	264 604 3,567 2155 1,732 86 2,570 325 710 163 344 164 163 344 164 1577 24 49 41 125 31 23,719	30.04 44-51 45-48 45-30 53-67 37.88 36.98 49.61 68.11	328 1,433 7,610 3,301 126 5,339 2266 665 725 289 693 300 725 289 693 300 725 289 693 300 725 289 693 300 725 289 693 300 12 300 48 200 48 200	525 1,512 10,247 614 3,720 8,232 547 321 1,022 1,607 542 742 742 743 361 1,273 361 1,273 361 1,273 45 1322 46 61,459

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#### STATISTICS.

# The Wealth of Nations.

Estimated Value in 1880 by Mulhall.

COUNTRIES.	Land and Forest.	Cattle.	Railroads.	Houses.	Furniture.
Argentine Rep	\$610,000,000	\$270,000,000	\$80,000,000	\$360,000,000	\$180,000,000
Austria	7,050,000,000	1,025,000,000	1,275,000,000	3,850,000,000	1,025,000,000
Australia	060,000,000	330,000,000	200,000,000	540,000,000	270,000,000
Belgium	1,350,000,000	150,000,000	305,000,000	700,000,000	350,000,000
Canada	1,150,000,000	175,000,000	360,000,000	700,000,000	350,000,000
Denmark	1,080,000,000	155,000,000	50,000,000	220,000,000	110,000,000
France	14,650,000,000	1,060,000,000	2,470,000,000	9,450,000,000	4,725,000,000
Germany	12,100,000,000	1,155,000,000	2,335,000,000	7,350,000,000	3,675,000,000
Gt. Britain & I	9,400,000,000	1,175,000,000	3,850,000,000	11,400,000,000	5,700,000,000
Greece	560,000,000	30,000,000		220,000,000	110,000,000
Italy	4,525,000,000	280,000,000	540,000,000	3,280,000,000	1,640,000,000
Mexico	625,000,000	160,000,000	60,000,000	1,200,000 000	600,000,000
Netherlands	1,100,000,000	165,000,000	135,000,000	580,000,000	290,000,000
Norway	865,000,000	105,000,000	30,000,000	120,000,000	60,000,000
Portugal	850,000,000	55,000,000	60,000,000	400,000,000	200,000,000
Russia	9,700,000,000	1,725,000,000	1,545,000,000	4,400,000,000	2,200,000,000
Spain	3.700,000,000	285,000,000	395,000,000	1,700,000,000	850,000,000
Sweden	2,220,000,000	210,000,000	130,000,000	310,000,000	155,000,000
Switzerland	550.000,000	105,000,000	165,000 000	350,000,000	175,000,000
United States.	10,750,000,000	1,890,000,000	5,950,000,000	13,900,000,000	6,925,000,000
Total	\$84,695,000,000	\$10,505,000,000	\$20,025,000,000	\$61,030,000,000	\$30,490,000,000

COUNTRIES.	Merchandise.	Bullion.	Shipping.	Sundries.	Total.
Argentine Rep	\$60,000,000	\$5,000,000		\$95,000,000	\$1,660,000,000
Austria	320,000,000	100,000,000	\$20,000,000	1,500,000,000	18,065,000,000
Australia	260,000,000	70,000,000	20,000,000	210,000,000	2,950,000,000
Belgium	290,000,000	145,000,000	10,000,000	730,000,000	4,030,000,000
Canada	90,000,000	10,000,000	60,000,000	355,000,000	3,250,000,000
Denmark	50,000,000	15,000,000	15,000,000	135,000,000	1,830,000,000
France	825,000,000	1,505,000,000	75,000,000	5,540,000,000	40,300,000,000
Germany	775,000,000	540,000,000	75,000,000	3,610,000,000	31,615,000,000
Gt. Britain & I	1,750,000,000	715,000,000	600,000,000	9,010,000,000	43,600,000,000
Greece	20,000,000	30,000,000	10,000,000	75,000,000	1,055,000,000
Italy	240,000,000	225,000,000	45,000,000	980,000,000	11,755,000,000
Mexico	100,000,000	50,000,000		395,000,000	3,190,000,000
Netherlands	305,000,000	85,000,000	20,000,000	2,255,000,000	4,935,000,000
Norway	35,000,000	5,000,000	65,000,000	125,000,000	1,410,000,000
Portugal	35,000,000	70,000,000	5,000,000	160,000,000	1,855,000,000
Russia	300,000,000	170,000,000	35,000,000	1,640,000,000	21,715,000,000
Spain	110,000,000	205,000,000	35,000,000	685,000,000	7,965,000,000
Sweden	70,000,000	20,000,000	25,000,000	335,000,000	3,475,000,000
Switzerland	50,000,000	35,000,000		190,000,000	1,620,000,000
United States.	775,000,000	785,000,000	300,000,000	6,200,000,000	47,475,000,000
Total	\$6,460,000,000	\$4,785,000,000	\$1,415,000,000	\$34,345,000,000	\$253,750,000,000

For wealth of the United States in 1889, see table on another page. The United States is the richest nation on the globe.

## Growth of the New South.

The increase in number of establishments in the past ten years is 61.7 per cent.; in capital, 185.1 per cent.; in value of products, 113.8 per cent.—Cotton mills, 1890, 346; in 1880, 142; increase, 142.9 per cent.—Cotton consumption, bales, 1890, 497,670; in 1880, 180,971; increase, 174.4 per cent. —Cotton seed oil mills, 1890, 322; 1880, 47; increase, 393.8 per cent.—Pig iron production, tons, 1890, 1,396,903; 1880, 212,722; increase, 555.8 per cent.—Coll production, tons, 1890, 12,997,500; 1880, 1,963,574; increase, 563.2 per cent. Total value mineral product, 1890, \$30,347,760; 1880, \$3,347,445; increase, 818.7 per cent. STATISTICS.

The Principal Countries of the World,

Showing Population, Area, Religion, Government, Capital, and Miles of Railroad.

COUNTRY.	Popula- tion.	Area in English Square Miles.	CAPITAL.	PREVAILING RELIGION.	Govern- Ment.	Population to Sq. Mile.	Miles of Railroad.
Chinese Empire	422,000,000	3,924,627	Pekin	Buddhic	Monarchy	110	IC
British Empire	237,391,788	7,778,347	London				26,988
Russian Empire	86,952,347	8,404,707	St. Petersburg.	Greek Church	Monarchy _		12,94
United States	50,152,559	3,026,504	Washington	Protestant	Republic		81,95
German Empire	42,727,260	208,744		Protestant		201	19,020
Austria-Hungary .	37,700,000	240,940	Vienna			158	11,168
France	36,905,738	204,096	Paris				14,100
apan	33,200,000	156,604	Tokio	Buddhic	Monarchy -	214	6
Great Britain and				-			
Ireland.	34,160,000		London	Protestant		268	17,09
Furkey	31,669,147	860,502	Constantinople			17	1,200
taly	27,769,475	114,406		Catholic		243	5,00
Spain	10,835,506	195,775	Madrid			92	4,11
Brazil	9,930,478	3,288,110	Rio de Janerio -	Catholic	Monarchy -	3	1,36
Mexico	9,276,079	761,640	Mexico Teheran	Mahamadan	Monorobut	12 10	40 non
Persia	6,500,000	648,000	( Morocco	manomedan -	Monarchy -	10	non
Morocco	600,000	260,000	) MOIOCCO	Mahomedan -	Monarchy	25	non
	000,000	200,000	Fez Mequinez	manomedan -	monarchy -	-3	mon
Siam	5,700,000	310,000	Bangkok	Buddhic	Monarchy	25	non
Roumania	5,376,000	49,262	Bucharest	Greek Church	Monarchy .	105	79
Belgium	5,336,185	11,373	Brussels			469	2,30
Egypt	5,250,000	212,600	Cario	Mahomedan -	Independent	24	1,16
Portugal	4,441,037		Lisbon			121	70
Norway & Sweden	4.429,713	170,980	Stockholm	Protestant	Confeder'n -	25	3,05
Canada	3,602,321	3,483,952	Ottawa	Protestant	Colony	I	4,92
Holland or Nether-							
lands.	3,579,529	12,680	Amsterdam	Protestant	Monarchy -	282	1,26
Abyssinia	3,000,000	158,000	Magdala	Coptic Chris			
olumbia	2,951,211	432,400		Catholic		6	4
ladagascar	2,900,000	228,570	Antaunanasioo.	Destruction	Monarchy -	10	
wi zerland	2,776,035	15,991	Berne	Protestant Catholic	Republic	181	1,50
Peru	2,699,945			Catholic		5 16	74
Denmark	2,375,971	130,977	Santiago Copenhagen	Protestant	Monarchy	131	97 81
Norway	1,912,142 1,806,900	14,553 122,280	Christiana	Protestant	Confedern	131	51
enezuela	1,784,197	368,235		Catholic		5	3
Bolivia	1,742,352	500,870		Catholic		4	non
rgentine Repub	1,715,681	871,000	Buenos Ayres	Catholic	Republic .	2	1,46
ervia	1,720,270	18,787	Belgrade	Catholic	Monarchy _	87	
Greece	1,457,894	10,041	Athens			73	
Gautemala	1,100,754	40,778	Gautemala	Catholic	Republic	29	non
Ecuador	1,100,000	218,984		Catholic		3	7
Iayti	1,000,000	29,000	Port au Plince.	Catholic	Republic	20	non
liberia	1,000,000	25,000	Monrovia			25	
San Salvador	600,000	9,500	San Salvador			75 6	none
Jruguay	455,000	70,000	Montevidio				34
Vicaragua	300,000	49,000	Nicaragua			5	non
araguay	221,000	57,223	Asuncion	Catholic	Republic	4	4
Ionduras	351,700	47,092	Comeazagua	Catholic	Republic	3	5
Costa Rica	185,000	21,495	San Jose	St. Catholic	Republic	8	non
an Domingo Iawaii	150,000 60,000	20,000 7,600	San Dom ngo Honolulu	Destastast	Monorchar	8	non

## The Commerce of the World.

COUNTRIES.	POPULATION.	COMMERCE.	IMPORTS.	EXPORTS.
Europe America Asia Australasia Africa	289,000,000 84,840,000 806,700,000 1,800,000 80,000,000	\$9,976,000,000 2,140,000,000 1,131,000,000 462,000,000 201,000,000	\$5,650,400,000 972,800,000 489,000,000 237,800,000 134,400,000	\$4,336,200,000 1,167,200,000 641,600,000 224,400,000 156,600.000
TOTAL,	1,262,340,000	\$14,000,000,000	\$7,747,400,000	\$6,526,000,000

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## STATISTICS.

			ities of the Globe, ds. By Latest Census or E	stimat	е.
IERICA.			Africa.—Continued.		
inited States.			Illorin	Est.	70,000
Albany, N. Y. Allegheny, Pa Baltimore, Md	1880	87.584	Jakoba	"	50,000
Allegheny, Pa		87,584 78,682	Kabebe	**	50,000
Baltimore, Md.	**	332,313	Kuka	**	60,000
Boston, Mass	-	369,832	Kumasi	**	70,000
Brooklyn, N. Y	**	566,689	Lagos		60,00
Buffalo, N. Y.	66	149,500	Marokko	**	50,000
Cambridge, Mass	"	52,669	Ogbomoscho	"	50,000
Chicago, Ill	**	503,185	Ojo	**	70,00
Baltimore, Md Boston, Mass. Brooklyn, N. Y. Cambridge, Mass Chicago, III Cincinnati, O. Cleveland, O. Columbus, O. Detroit, Mich. Indianaoolis, Ind	**	255,800	Port Louis	**	64,30
Cleveland, O	**	155,946	Porto Novo	"	100,00
Columbus, O	**	51,337	Salaga	**	50,00
Detroit, Mich	**	116,340	Tunis	**	125,00
Indianapolis, Ind	**	75,056	Zanzibar		80,00
Jersey City, N. J.	**	120,722	ASIA.		
Indianapolis, Ind Jersey City, N. J. Kansas City, Mo. Louisville, Ky	"	55,785	Afghanistan.		a character
Louisville, Ky	"	123,758	Cabul	Est.	60,00
Lowell, Mass	**	59,475	Chulum	**	60,00
Milwaukee, Wis	**	115,587	Herat	**	50,00
Lowell, Mass Milwaukee, Wis Newark, N. J	"	136,508	Maimene	**	60,00
New Haven, Conn		02,882	Arabia.	-	
New Orleans, La	**	216,090	Sana	Est.	50,00
New York, N. Y Paterson, N. J. Philadelphia, Pa		1,206,577 50,887	China.	1	
Paterson, N. J	**	50,887	Amoy	Est.	88,00
Philadelphia, Pa	**	847,170	Anhai	**	60,00
Pittsburg, Pa	**	156,389	Bangka		50,00
Pittsburg, Pa Providence, R. I Richmond, Va Rochester, N. Y. St. Louis, Mo San Francisco, Cal Syracuse, N. Y. Toledo, O Troy, N. Y. Washi gton, D. C. Worcester, Mass. ritish North America.		104,857	Canton		1,500,00
Richmond, Va	**	63,600	Fatschan	**	400,00
Rochester, N. Y	"	87,057	Foochow	11 11	600,00
St. Louis, Mo		350,518	Hangtschou-fu		400,00
San Francisco, Cal		233,959	Hanjang		100,00
Syracuse, N. Y		51,791	Hankow		600,00
Toledo, O		50,143	Han-tschung-f.		80,00
Troy, N. Y		56,747	Hutscheu Hutscheu-fu		200,00
Washi gton, D. C	"	147,203	Hutscheu-fu		100,00
Worcester, Mass	**	58,291	Hwangjuen		120,00
ritish North America.	0		Hyants hau		60,00
Montreal	1871	107,225	Jangtschau		360,00
Quebec		59,699 70,865	Jingtse		80,00
Toronto	1878	70,805	Jongping		200,00
Iexico.	12	-	Kirin		120,00
Guadalajara	Est.	93,875	Kiukiang		50,00
Guanajuato		63,000	Kwang-tschungtsze		70,00
Merida	and the second se	56,000	Leinkong		250,00
Mexico	1879	236,500	Liaoyang		80,00
Puebla	Est.	70,000	Macao		85,00
Queretaro		48,000	Mukden		170,00
Xacatecas		62,000	Nangkin	"	450,90
outh America.	1872		Ningpo		60,00
Bahai	1872	128,929	Niutschuang	11	120,00
Buenos Ayres	1809	177,787 48,897	Pautin-fu Peking		500,00
Caracas		48,897	Pingyau-hien	44	500,00
La Paz	1878 1876	76,372 101,488	Schaklung	**	100,00
Lima	1870	101,488	Schaohing		
Montevideo Pernambuco	1872	92,260 116,671	Shanghai		500,00 278,00
Ouito	1072 Est.	80,000	Shanghai	**	1,000,00
Quito Rio de Janeiro	1872	274,972	Singan-fu	**	1,000,00
Santa Fe de Bogota	10/2	50,000	Sutschau		500,00
Santiago	1875	129,807	Swatow	**	56,00
Valparaiso	1875	97,737	Swatow Taijuen-fu	**	250,00
RICA.	10/5	911151	Taiwan-fu	**	235,00
Abeokuta	Est.	130,000	Tamsui	**	60,00
Abome		50,000	Tathau	**	50,00
Alexandria	1878	165,752	Tengtschau-fu		230,00
Antananarivo	Est.	75,000	Tientsin		950,00
Bida	6.6	80,000	Tschangtjiakheu	**	200,00
Cairo	1877	327,462	Tschantschau-fu	**	1,000,00
Chartum	Est.	50,000	Tschaujang		200,00
El-Obeid	(1	50,000	Tschi-fu	**	120,00
Fez		100,000	Tschingkiang	**	140,00
T US	"	100,000	Tschingting-fu	"	75,00

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STATISTICS.

# Occupations of the Inhabitants of the United States.

(Census of 1880.)

Engaged in Agriculture. Agricultural Laborers. Farmers-and Planters. Gardeners and Wine-Growers. Stock Herders. Stock Raisers. All others.	
Total	7,670,493
Professional and Personal Serv	
Actors Barbers Clergymen Domestic Servants Hotel Keepers Laborers (not specified). Lawyers Musicians Physicians Physicians Teachers All others.	4,812 44,851 64,698 1,075,653 32,453 1,859,223 64,137 30,477 85,671 227,710 584,553
Total	4,074,238
Manufactures and Mining Bakers	g. 41,309
Blacksmiths	172,726

	94,079 73,143 69,771 79,625 14,539 51,130
Milliners and Dressmakers	22,473 85,401 34,225 28,556 72,726
Saw Mill Operators	77,050 33,756 56,603

Trade and Transportation.

Clerks and Stores	353,444
Draymen, Hackmen	177,586
Merchants	481,476
Railroad Employes	262,383
All others	535,367
Total	1,810,256

\*

## Present Population of the United States.

(January 1, 1890.)

According to Estimates Made for the World Almanac by the Governors and Other Officials

of the States and Territories.

	Estimated	STATES AND	Estimated	STATES AND	Estimated
	Populat'n.	TERRITORIES.	Populat'n.	TERRITORIES.	Populat'n
Alabama Alaska Arizona Arizona California Colorado Connecticut. Delaware Dist. of Columbia Florida Georgia Idaho Illinois Indiana Iowa Kansas Kentucky.	1,500,000 40,000 60,948 1,520,000 350,000 750,000 219,000 450,000 1,752,711 113,777 3,750,000 2,440,000 1,470,000 2,200,000	Louisiana Maine Massachusetts. Michigan Minnesota Mississippi Missouri Montana Nebraska Nevada. New Jensey New Jersey New Jersey New York. New York. North Carolina.	1,100,000 50,000 370,000 1,500,000 195,500 6,500,000	North Dakota Oregon Pennsylvania Rhode Island South Carolina South Carolina South Dakota Tennessee Texas Utah Virginia Vermont Virginia West Virginia Wisconsin Wyoming	333,00 2,000,00 200,00 854,32 2,000,00

Grand Total, January 1, 1890..... 66,235,525

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15544 17586 南山市 535市 1,801時

Officials

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## STATISTICS.

## The Climate of the United States.

State or Territory.	Place of Observation	Degrees	State or Territory.	Place of Observation	Degrees
California Colorado Connecticut Dakota Delaware. Dist. Columbia Florida Georgia Idaho Illinois Indiana Territory Jowa Kansas Kentucky Louisiana Maine Maryland Massachusetts Michigan	Mobile	50 47 53 55 60 58 52 50 51 60 45 56 9 45 56 9 45 48	New Jersey New York North Carolina Ohio Oregon. Pennsylvania Rhode Island South Carolina Tennessee Texas Utah Vermont Virginia Washington Territry West Virginia	Harrisburg Providence Columbia Nashville	644 555 433 59 533 544 62 533 544 62 57 54 57 51 54 57 51 54 51 54 51 54 51 54 51 54 51 54 51 54 54 54 54 54 54 54 54 54 54 54 54 54

## Periods of Digestion.

Substance.	Hrs. Min.	Substance.	Hrs. Mm.	Substance.	Hrs. Min.
Rice, boiled Eggs, whipped, raw Trout, fresh, fried Soup, Barley, boiled Apples, sweet, raw Yenison steak, broiled Sago, boiled Barley, boiled Barley, boiled Milk, boiled Liver, beef, fresh, broiled Eggs, fresh, raw Cabbage, in vinegar, raw Cabbage, in vinegar, raw Eggs, fresh, roasted Turkey, domestic, roasted Goose, wild, roasted Cake, sponge, baked Hash, warmed Beans, pod, boiled	I 30 I 30 I 30 I 45 I 45 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	Parsnips, boiled Potatoes, Irish, baked Cabbage, head, raw Custard, baked Apples, sour, hard, raw Oysters, fresh, raw Eggs, fresh, soft boiled Beefsteak, broiled Mutton, fresh, boiled Soup, bean, boiled Chicken soup, boiled Chicken soup, boiled Pork, salted, broiled Pork, salted, broiled Porksteak, bro-led Mutton, fresh, roasted Bread, corn, baked Carrot, Orange, boiled Sausage, fresh, rseved	2 30 2 30 2 30 2 2 55 2 55 3 3 3 3 2 55 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	Butter, melted	3 30 3 30 3 30 3 30 3 30 3 30 3 30 3 30

## The American Indian.

## Population as Reported by the Commissioner of Indian Affairs, 1888-89.

Population (exclusive of the five civilized tribes and Indians in Alaska*)	Births during the year Deaths """" Indians killed during the year by Indians """""""""citizens Whites killed during the year by Indians Indian criminals punished during the year by civil and military. Indian criminals punished during the year by Indians, tribal organization. Crimes against Indians committed by whites	4,028 3,606 42 8 8 8 381 498 112
*The estimated number of	Indians in Alaska is 30,000.	

ERSONS who are deaf and dumb are generally unable to speak in consequence of being unable to hear, which prevents their learning the significance of vocal sounds, although the vocal apparatus may be perfectly developed.

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DEAF AND DUMB ALPHABET.

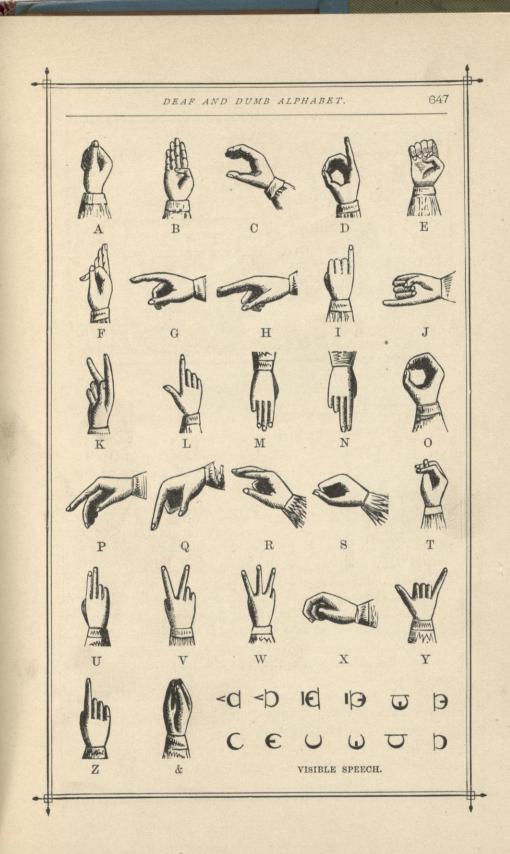
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Educated mutes are enabled to communicate by means of signs, the manual alphabet here given being the most commonly used.

It has been recently discovered that the deaf can be taught to understand the speech of others by observing the motion of throat and lips while speaking; and by imitating the various movements that accompany the production of sound they may also acquire such a use of the vocal organs as will enable them to become quite proficient in the use of language. A successful attempt has been made to illustrate this, some characters

being given under the head of "visible speech."

Where deafness is caused by some external obstruction, while the organs of hearing are perfect, the defect can often be partially remedied by the use of the Audophone, a fanshaped instrument held between the teeth.



b are gence of being ir learning though the developed o communial alphabet al alphabet d that the e speech of wat and lips the various oduction of use of the ecome quite A successful e characters

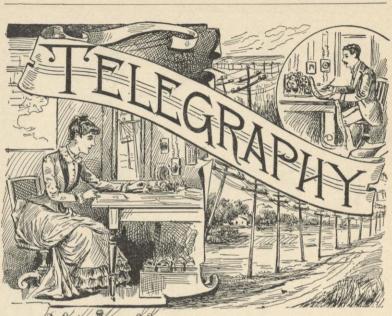
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TELEGRAPHY.



648

HE following pages on telegraphy will give a knowledge of the principles and forms of sending and receiving dispatches. T tion, repres among tain e as do

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## Directions for Learning.

Sit facing the table; place the first two fingers on the key, with the thumb pressing slightly up from the lower side.

First, obtain control of the hand by writing *firm dots*. Make no at-

tempt to form letters until the hand is well disciplined.

The downward motion produces sounds representing dots and dashes, while the upward movement produces breaks and spaces.

Care should be taken *not* to hold down on the lever when it should rise, nor keep it up when it should be down, a common error with beginners.

Before practicing upon the key, commit to memory all the following characters :---

TELEGRAPHY.

649

## The Morse Telegraph Characters.

			F						a N
0 P	Q	R	s т —		·			x	
			?						
I	2	3	4 5	6	7	8	9	0	

The characters are formed of three elements; dots, dashes, and spaces.

The long dash, L or cypher, is never used in combination, nor repeated, except to repeat the letter or figure it represents. When found with letters it is L; when found among figures it is a cypher. The C, O, R, Y, Z, and & contain each a *space*, and it should occupy about the same time as do two dots.

### BREAKS

Are only long enough to separate the elements in each character.

### SPACES.

The space employed in the "space letters" is equal to *two dots*. The space between the letters of a word is equal to *three dots*. The space between words is equal to *six dots*.

Double E must contain a space as great as that between words.

Double L, or two or more cyphers, need not be spaced, as no one character is formed of two or more long dashes.

#### DOTS.

The dots should be practiced on until the raps sound as regular as the ticking of a clock. The following two elementary principles are laid down as a basis for practicing the alphabet.

FIRST PRINCIPLE.

Dots close together.

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SECOND PRINCIPLE.

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Dashes close together.

### TELEGRAPHY.

Offices sending these reports know what offices take them, and when ready to send reports call these offices. When "Report," they simply say "Report." When "Markets," they say "Mkts." All operators understand this, and are required to be on hand promptly at regular Report and Market hours.

Markets are usually sent at 12 o'clock—noon. Afternoon Report commences about 1 o'clock P. M.; evening Report about 7:30 P. M.

For the character @, in Market reports, the letter A is used.

On nearly all lines, after 6 P. M., messages are sent at half rates, and half-rate blanks are furnished.

### Circuits and Instruments.

There are two circuits upon a telegraph line, called the Main and Local.

The main circuit is that which extends the entire length of the line, of which the wire from station to station forms a part.

The local circuit is a short one confined to the office where it is used. There are as many local circuits upon a line as there are offices.

A person breaks or opens a circuit when he interrupts communication so that the electrical current ceases. He closes the circuit when he restores communication again.

The instruments employed in transmitting and receiving messages are the Key, Register or Sounder, and Relay.

The key is connected with the main circuit, the register and sounder with the local circuit, and the relay with both.

The key is used to open and close the main circuit.

The main circuit operates the relay.

The relay opens and closes the local circuit.

The local circuit operates the register or sounder.

#### THE MAIN CIRCUIT.

The main circuit is composed of the following parts :-

1. The metals and liquids of the main battery.

2. The wire from office to office and the key and relay.

3. The earth.

The ends of a main line connect with the earth by means of a ground wire.

The n mber of main batteries required upon a line is usually one at each terminus; but short lines sometimes employ one only; and very long lines require more than two, additional ones being placed at intermediate points.

In connecting batteries with the line, *like* poles must never be connected. The wire from the positive pole of one battery must join the negative of the next, and the positive pole of one and the negative pole of the other terminal battery must connect with the earth.

#### MAIN CURRENT.

The current from one main battery passes along the wire, through the key and relay at each office, through the intermediate main batteries, if there are any, to the terminal main battery, thence by the ground wire to the earth, and through the earth back to the ground wire of the first battery, and by that to its starting place. The current probably does not really pass back through the earth, though the effect is the same as if it did.

The earth must be regarded as a reservoir of electricity which yields up to one end of the line as much as it receives from the other.

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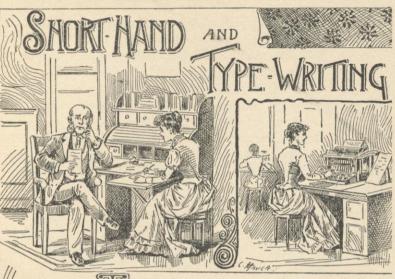
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SHORT-HAND AND TYPE-WRITING.



658

N this age of telegraph and telephone, anything which can save time becomes at once a matter of importance. Shorthand, until recently, was confined principally to the lecture hall and the court room. But with the invention of the type-writer, the two have pushed their way into the counting-room, until no business office where much correspondence is

carried on, is complete without them. This creates a demand for those skilled in the practice of short-hand and the use of the type-writer, which is constantly increasing as their usefulness becomes apparent. To be able to attend to the correspondence in person by dictating his letters rapidly to a stenographer, is an advantage which the business man is not slow to grasp.

Short-hand, as usually presented, is divided into two parts. The first is used for corresponding and amanuensis purposes, and is called the *corresponding style*; the second is used for *verbatim* reporting, and is called the *reporting style*. The following pages present quite fully the principles of the corresponding style, and if faithfully studied and practiced, will give a speed of from 75 to 100 words per

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ngh the key sel nigt o the terminal miniick to the ground noise ably does not mappe

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#### SHORT-HAND AND TYPE-WRITING.

minute. Those who wish to pursue the subject further, are referred to the works of Andrew J. Graham, 744 Broadway, N. Y. The study should be commenced with pencil in hand. As you study a character, trace it on paper again and again, until it becomes as familiar as the a, b, c, of the alphabet. Follow the study step by step, by writing over the lessons given in the "Writing Exercise" department, until you can write any character mentioned without referring to it. Perseverence is sure to win. Good positions are generally attainable by the proficient stenographer and type-writer.

### 1. Consonants.



The consonant signs form the foundation of the standard systems of shorthand. As will be seen by the alphabet given below, they are all derived from the two outside geometric diagrams. In the following illustrations, the *name* of the consonant sign is given above, and the *sound* below.



#### Rules.

a. Upright and sloping letters, such as p, t, ch, f, th, s, r, etc., should be written from the top downwards.

- b. sha is written downward when standing alone.
- c. l is written upward when standing alone.
- d. h is always written upward.

e. r is always written downward, and ra upward at a greater slant than cha.

668 SHORT-HAND AND TYPE-WRITING. further, are corresponding Style, - - - 1 - 10,90. 744 Broad. with pencil to be , it is a firm to aper again cit, in with the in the second riting over epartment, thout refer-d positions rapher and 7 00 - 7 20 - 4 20 - 5 - 7 - 00 - 5 in the internet 62 .... 1.7.7 ystems of shirt-the name of the . Reporting Styles - . Pr - J'PON - No - A why of the grante Ma city was the day. 000 to be about the they ! yuh Yar 13 A. Monto Con . .0. .... , r, etc., shull a greater she

[DICTATED TO STENOGRAPHER.]

Kansas City, Mo., Nov. 10,1885.

James Wilson,

Omaha, Neb.

Dear Sir: -- In response to your letter of inquiry, will say that we shall be pleased to have you represent the interests of our publications in your locality, and feel sure you will find the business both pleasant and profitable.

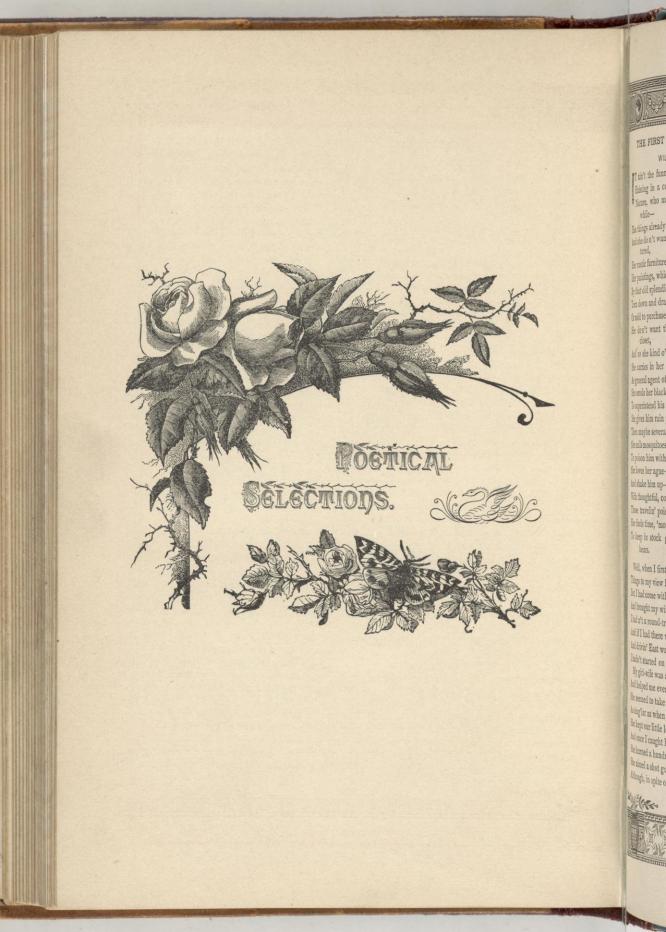
We enclose a number of circulars which we shall be glad to have you examine. We know of no business that is so profitable as the handling of a fast selling subscription book like ours.

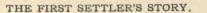
Our agents are successful. We have peculiar methods of work, which if the beginner will take pains to follow, will insure success in almost every case. Full instructions in regard to our methods of work accompany outfit. Hoping to receive, at an early date, your 'Application for Agency,' accompanied with your order for outfit, we remain

Yours Respectfully, The J. E. White Publishing Co. W. H. Cady, Manager.

[Caligraph copy of short-hand letter on opposite page.

670 SHORT-HAND AND TYPE-WRITING The search is a state of the st 4× 9: 5 2 2 2: 2:1-6 - EA GDT :... him for for and and and 2 - 7 3 - 5x 107/1.6. 16. 2.5: A Los in it a strange 3×1166.2 501 232 11×----





POCCICAL SCLECCIODS

#### WILL CARLETON.

T ain't the funniest thing a man can do-Existing in a country when it's new; Nature, who moved in first--a good long while--

Has things already somewhat her own style, And she do n't want her woodland splendors battered,

Her rustic furniture broke up and scattered, Her paintings, which long years ago were done By that old splendid artist-king, the sun, Torn down and dragged in civilization's gutter, Or sold to purchase settlers' bread and butter. She don't want things exposed from porch to closet.

And so she kind o' nags the man who does it. She carries in her pockets bags of seeds, As general agent of the thriftiest weeds; She sends her blackbirds, in the early morn, To superintend his fields of planted corn ; She gives him rain past any duck's desire-Then maybe several weeks of quiet fire ; She sails mosquitoes-leeches perched on wings-To poison him with blood-devouring stings; She loves her ague-muscle to display, And shake him up-say every other day; With thoughtful, conscientious care she makes Those travelin' poison-bottles, rattlesnakes; She finds time, 'mongst her other family cares, To keep in stock good wild-cats, wolves, and bears.

Well, when I first infested this retreat, Things to my view looked frightful incomplete; But I had come with heart-thrift in my song, And brought my wife and plunder right along; I had n't a round-trip ticket to go back, And if I had there wasn't no railroad track; And drivin' East was what I could n't endure : I hadn't started on circular tour.

My girl-wife was as brave as she was good, And helped me every blessed way she could; She seemed to take to every rough old tree, As sing'lar as when first she took to me. She kept our little log house neat as wax, And once I caught her fooling with my ax. She learned a hundred masculine things to do; She aimed a shot gun pretty middlin' true, Although, in spite of my express desire, She always shut her eyes before she'd fire. She had n't muscle (though she had the heart) In out-door work to take an active part ; Though in our firm of Duty and Endeavor She wasn't no silent partner whatsoever. When I was logging, burning, choppin' wood, She'd linger round and help me all she could, And kept me fresh-ambitious all the while, And lifted tons just with her voice and smile. With no desire my glory for to rob, She used to stan' around and boss the job; And when first-class success my hands befell, Would proudly say, "We did that pretty well!" She was delicious, both to hear and see—

That pretty wife-girl that kep' house for me.

Well, neighborhoods meant counties in those days;

The roads did n't have accommodating ways; And maybe weeks would pass before she'd see— And much less talk with—any cae but me. The Indians sometimes showed their sun-baked faces.

But they did n't teem with conversational graces; Some ideas from the birds and trees she stole, But 'twas n't like talking with a human soul; And finally I thought I could trace A half heart-hunger peering from her face. Then she would drive it back and shut the door:

Of course that only made me see it more. 'T was hard to see her give her life to mine, Making a steady effort not to pine; 'T was hard to hear that laugh bloom out each

minute,

And recognize the seeds of sorrow in it. No misery makes a close observer mourn Like hopeless grief with hopeful courage borne; There's nothing sets the sympathies to paining Like a complaining woman uncomplaining. It always draws my breath out into sighs To see a brave look in a woman's eyes.

Well, she went on, as plucky as could be, Fighting the foe she thought I did not see, And using her heart-horticultural powers To turn that forest to a bed of flowers. You cannot check an unadmitted sigh, And so I had to soothe her on the sly, And secretly to help her draw her load; And soon it came to be an up-hill road.

POCCICAL SCLECCIORS. 

Hard work bears hard upon the average pulse, Even with satisfactory results ; But when effects are scarce, the heavy strain Falls dead and solid on the heart and brain. And when we're bothered, it will oft occur We seek blame-timber; and I lit on her; And looked at her with daily lessening favor, For what I knew she couldn't help to save her. And Discord when he once had called and seen

us, Came round quite often, and edged in betweeu us.

One night when I came home unusual late, Too hungry and too tired to feel first-rate, Her supper struck me wrong (though I'll allow She hadn't much to strike with anyhow); And when I went to milk the cows, and found They'd wandered from their usual feeding ground And maybe'd left a few long miles behind 'em. Which I must copy, if I meant to find 'em, Flash-quick the stay-chains of my temper broke, And in a trice these hot words I had spoke : "You ought to've kept the animals in view, And drove 'em in ; you'd nothing else to do. The heft of all our life on me must fall; You just lie round, and let me do it all."

That speech-it hadn't been gone half a minute Before I saw the cold black poison in it; And I'd have given all I had, and more, To've only safely got it back in-door. I'm now what most folks "well to do" would call : I feel to day as if I'd give it all, Provided I through fifty years might reach And kill and bury that half-minute speech.

She handed back no words, as I could hear: She didn't frown; she didn't shed a tear; Half proud, half crushed, she stood and looked me o'er,

Like some one she had never seen before ! But such a sudden anguish-lit surprise I never viewed before in human eyes. (I've seen it oft enough since in a dream: It sometimes wakes me like a midnight scream.)

Next morning, when, stone-faced but heavyhearted,

With dinner pail and sharpened axe I started Away for my day's work-she watched the door. And followed me half way to it or more; And I was just a-turning round at this,

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And asking for my usual good-by kiss ; But on her lip I saw a proudish curve, And in her eye a shadow of reserve ; And she had shown -perhaps half unawares-Some little independent breakfast airs; And so the usual parting didn't occur, Although her eyes invited me to her; Or rather half invited me, for she Didn't advertise to furnish kisses free ; You always had-that is, I had-to pay Full market price, and go more'n half the way. So, with a short "Good-by," I shut the door, And left her as I never had before. But when at noon my lunch I came to eat, Put up by her so delicately neat-Choicer, somewhat, than yesterday's had been, And some fresh, sweet-eyed pansies she'd put in-

"Tender and pleasant thoughts," I knew they meant-

It seemed as if her kiss with me she'd sent; Then I became once more her humble lover, And said, "To-night I'll ask forgivness of her."

I went home over-early on that eve, Having contrived to make myself believe, By various signs I kind o'knew and guessed, A thunder-storm was coming from the west. ('Tis strange, when one sly reason fills the heart,

How many honest ones will take its part: A dozen first-class reasons said 'twas right That I should strike home early on that night.)

Half out of breath, the cabin door I swung, With tender heart-words trembling on my tongue; But all within looked desolate and bare : My house had lost its soul,-she was not there ! A penciled note was on the table spread, And these are something like the words it said : "The cows have strayed away again, I fear; I watched them pretty close; don't scold me, dear.

And where they are, I think I nearly know: I heard the bell not very long ago. . . . I've hunted for them all the afternoon; I'll try once more-I think I'll find them soon. Dear, if a burden I've been to you, And haven't helped you as I ought to do, Let old-time memories my forgiveness plead; I've tried to do my best-I have, indeed.

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of spray, bif the ocean w finely a pause t h the bold clamo kil she, while I w Ta somewhere in Se who, when st

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My dog, who'd 128. In crouched an lava ingged him by pessed his quive Inck her, old whined,

Nuched eyes with lies with a yell , boom

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	POECICAL SELECCIODS.
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curve, rve;	Darling, piece out with love the strength I Ard benched, by toil and sorrow bent,
alf unawarcs-	And have kind words for me when I get back." Scarce did I give this letter sight and tongue $\langle \rangle$ Back to what used to be my home I went. But as I neared our little clearing-ground—
st airs; occur,	Some swift-blown rain-drops to the window clung,
her;	And from the clouds a rough, deep growl pro- ceeded:
free ;	My thunder-storm had come, now 'twasn't 1 "Brave heart," I said, "for such a fragile form!
-to pay	I rushed out-door. The air was stained with 1 the storm !"
'n half the way. hut the door,	black: Night had come early, on the storm-cloud's Such pangs of joy I never felt before. back: "You've come !" I shouted, and rushed through
e. me to eat,	And everything kept dimming to the sight, Save when the clouds threw their electric light; Yes, she had come—and gone again. She
ay's had been,	When, for a flash, so clean-cut was the view, I'd think I saw her—knowing 'twas not true. With all her young life crushed and wrenched
nsies she'd	Through my small clearing dashed wide sheets A away—
" I knew they	As if the ocean waves had lost their way:
he'd sent;	Scarcely a pause the thunder-battle made, In the bold clamor of its cannonade.
humble love,	And she, while I was sheltered, dry, and warm,     The forest thorns had torn her feet and hands.
ivness of her."	Was somewhere in the clutches of the storm ! She who, when storm-frights found her at her Could trace
it eve, f believe,	Had always hid her white face on my breast!
and guessel,	My dog, who'd skirmished round me all the down down who'd skirmished round me all the I once again the mournful words could read, "I've tried to do my best—I have, indeed."
n the west, ason fills the	Now crouched and whimpering, in a corner And now I'm mostly done; my story's o'er;
its part:	I dragged him by the collar to the wall,
was right	I pressed his quivering muzzle to a shawl— "Track her old how !" I should, and he To volunteer heart-history to a crowd,
n that night)	whined,
OOF I STEE	Matched eyes with me, as if to read my mind, Then with a yell went tearing through the And wheresoe'er this story's voice can reach,
on my toogue; 1 bare :	wood. $\left  \right\rangle$ This is the sermon I would have it preach:
as not then!	I followed him, as faithful as I could. No pleasure-trip was that, through flood and birds:
spread, rords it siil:	flame; We raced with death; we hunted noble game.
gain, I feu; It soold m	All night we dragged the woods without avail;
	The ground got drenched—we could not keep the trail.
arly know:	Three times again my cabin home I found, But God himself can't kill them when they'er
000;	Half hoping she might be there, safe and sound; But each time 'twas an unavailing care :
them som	My house had lost its soul; she was not there!
to da,	When climbing the wet trees, next morning-
ness plead Indeed	sun Laughed at the ruin that the night had done, I Is welcome to the pain it costs to give it.
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## THE LIGHTNING-ROD DISPENSER.

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POECICAL SELECCIONS

#### WILL M. CARLETON.

HICH this railway smash reminds me, in an underhanded way, Of a lightning-rod dispenser that came down on me one day; Oiled to order in his motions-sanctimonious in his mien-Hands as white as any baby's, an' a face unnat'ral clean; Not a wrinkle had his raiment, teeth and linen glittered white, And his new-constructed neck-tie was an interestin' sight ! Which I almost wish a razor had made red that white-skinned throat And that new-constructed neck-tie had composed a hangman's knot Ere he brought his sleek-trimmed carcass for my women folks to see, And his buzz-saw tongue a-runnin' for to gouge a gash in me. Still I could n't help but like him-as I fear I al'ays must, The gold o' my own doctrine in a fellow-heap o' dust; For I saw that my opinions, when I fired them round by round, Brought back an answerin' volley of a mighty similar sound. I touched him on religion and the joys my heart had known; And I found that he had very similar notions of his own! I told him of the doubtings that made sad my boyhood years; Why, he'd laid awake till morning with that same old breed of fears!

I pointed up the pathway that I hoped to heaven to go: He was on that very ladder, only just a round below! Our politics was different, and at first he galled and winced; But I arg'ed him so able, he was very soon convinced. And 'twas gettin' tow'rd the middle of a hungry summer day— There was dinner on the table, and I asked him, Would he stay? And he sat him down among us—everlastin' trim and neat— And he asked a short crisp blessin' almost good enough to eat! Then he fired up on the mercies of our Everlastin' Friend, Till he gi'n the Lord Almighty a good, first-class recommend: And for full an hour we listened to that sugar-coated scamp— Talkin' like a blessed angel—eatin' like a blasted tramp!

My wife—she liked the stranger, smiling on him warm and sweet; (It al'ays flatters women when their guests are on the eat!) And he hinted that some ladies never lose their youthful charms, And caressed her yearlin' baby, and received it in his arms. My sons and daughters liked him—for he had progressive views, And he chewed the cud o' fancy, and gi'n down the latest news : And I could n't help but like him—as I fear I al'ays must, The gold of my own doctrines in a fellow-heap o' dust.

He was chiselin' desolation through a piece of apple-pie, When he paused and gazed upon us, with a tear in his off eye, And said, "O happy family!—your joys they make me sad! They all the time remind me of the dear ones once *I* had! A babe as sweet as this one; a wife *almost* as fair;

# POCCICAL SCLCCCIODS.

A little girl with ringlets, like that one over there. But had I not neglected the means within my way, Then they might still be living, and loving me to-day.

"One night there came a tempest; the thunder peals were dire; The clouds that marched above us were shooting bolts of fire; In my own house I was lying, thinking, to my shame, How little I had guarded against those bolts of flame, When crash!—through roof and ceiling the deadly lightning cleft, And killed my wife and children, and only I was left!

"Since then afar I've wandered; and naught for life have cared, Save to save others' loved ones whose lives have yet been spared; Since then it is my mission, where'er by sorrow tossed, To sell to worthy people good lightning-rods at cost. With sure and strong protection I'll clothe your buildings o'er; 'Twill cost you—twenty dollars (*perhaps a trifle* more; Whatever else it comes to, at lowest price I'll put; You simply *sign a contract* to pay so much per foot)."

I-signed it! while my family all approvin', stood about; The villian dropped a tear on't-but he didn't blot it out! That self-same day, with wagons, came some rascals great and small; They hopped up on my buildin's just as if they owned 'em all; They hewed 'em and they hacked 'em-agin' my loud desires-They trimmed 'em off with gewgaws, and they bound' em down with wires; They hacked 'em and they hewed 'em and they hewed and hacked 'em still, And every precious minute kep' a running up the bill.

To find my soft-spoke neighbor, did I rave and rush and run; He was suppin' with a neighbor, just a few miles further on. "Do you think," I loudly shouted, "that I need a mile o' wire For to save each separate hay-cock out o' heaven's consumin' fire? Did you think, to keep my buildin's out o' some uncertain harm, I was goin' to deed you over all the balance of my farm!"

He silenced me with silence in a very little while, And then trotted out the contract with a reassuring smile; And for half an hour explained it, with exasperatin' skill, While his myrmurdums kep' probably a runnin' up my bill. He held me to that contract with a firmness queer to see; 'Twas the very first occasion he had disagreed with me! And for that 'ere thunder story, ere the rascal finally went, I paid two hundred dollars, if I paid a single cent.

And if any lightnin'-rodist wants a dinner dialogue With the restaurant department of an enterprising dog, Let him set his mouth a-runnin' just inside my outside gate, And I'll bet two hundred dollars that he won't have long to wait.



## FALLS OF MINNEHAHA.

HENRY WADSWORTH LONGFELLOW.

OMEWARD now went Hiawatha; Pleasant was the landscape round him, Pleasant was the air above him, For the bitterness of anger Had departed wholly from him, From his brain the thought of vengeance, From his heart the burning fever.

Only once his pace he slackened, Only once he paused or halted, Paused to purchase heads of arrows Of the ancient Arrow-maker, In the land of the Dacotahs, Where the Falls of Minnehaha Flash and gleam among the oak-trees, Laugh and leap into the valley.

There the ancient Arrow-maker Made his arrow-heads of sandstone Arrow-heads of chalcedony, Arrow-heads of flint and jasper, Smoothed and sharpened at the edges, Hard and polished, keen and costly.

With him dwelt his dark-eyed daughter, Wayward as the Minnehaha, With her moods of shade and sunshine, Eyes that smiled and frowned alternate, Feet as rapid as the river, Tresses flowing like the water, And as musical a laughter; And he named her from the river, From the waterfall he named her, Minnehaha, Laughing Water.

Was it then for heads of arrows, Arrow-heads of chalcedony, Arrow-heads of flint and jasper, That my Hiawatha halted In the land of the Dacotahs?

Was it not to see the maiden, See the face of Laughing Water Peeping from behind the curtain, Hear the rustling of her garments From behind the waving curtain, As one sees the Minnehaha Gleaming, glancing thro' the branches, As one hears the Laughing Water From behind its screen of branches?

Election .

## THE CHILDREN'S HOUR.

HENRY WADSWORTH LONGFELLOW.

ETWEEN the dark and the daylight, When the night is beginning to lower, Comes a pause in the day's occupations, That is known as the Children's Hour.

I hear in the chamber above me The patter of little feet, The sound of a door that is opened,

And voices soft and sweet.

From my study I see in the lamplight, Descending the broad hall stair, Grave Alice, and laughing Allegra, And Edith with golden hair.

A whisper, and then a silence : Yet I know by their merry eyes They are plotting and planning together To take me by surprise.

A sudden rush from the stairway, A sudden raid from the hall! By three doors left unguarded They enter my castle wall!

They climb up into my turret O'er the arms and back of my chair; If I try to escape, they surround me; They seem to be everywhere.

They almost devour me with kisses, Their arms about me entwine, Till I think of the Bishop of Bingen In his Mouse-Tower on the Rhine!

Do you think, O blue-eyed banditti, Because you have scaled the wall, Such an old mustache as I am Is not a match for you all!

I have you fast in my fortress, And will not let you depart, But put you down into the dungeon In the round-tower of my heart.

And there will I keep you forever, Yes, forever and a day, Till the walls shall crumble to ruin, And moulder in dust away!

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Five knew the wood Widing for us do Wood lips could ta Hear backs cou Would we waste th For a time that Would we wait with For our ships to

If we knew the br Presed against t Would be cold and Never trouble us Would the bright Catch the frown Would the print o Ver us then as

At these little ice How they point To the hasty word Strewn along ou How these little h As in snowy gra Nat to scatter tho For our reaping

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F we knew the woe and heartache Waiting for us down the road,
If our lips could taste the wormwood, If our backs could feel the load;
Would we waste the day in wishing For a time that ne'er can be?
Would we wait with such impatience For our ships to come from sea?

If we knew the baby fingers, Pressed against the window pane, Would be cold and stiff to-morrow— Never trouble us again; Would the bright eyes of our darling Catch the frown upon our brow? Would the print of rosy fingers

Vex us then as they do now?

Ah! these little ice-cold fingers ! How they point our memories back To the hasty words and actions Strewn along our backward track !How these little hands remind us, As in snowy grace they lie, Not to scatter thorns but roses, For our reaping by and by.

Strange we never prize the music
Till the sweet-voiced bird has flown;
Strange that we should slight the violets
Till the lovely flowers are gone;
Strange that summer skies and sunshine
Never seem one-half so fair
As when winter's snowy pinions
Shake their white down in the air.
Lips from which the seal of silence

None but God can roll away, Never blossomed in such beauty As adorns the mouth to-day; And sweet words that freight our memory With their beautiful perfume, Come to us in sweeter accents Through the portals of the tomb

Let us gather up the sunbeams, Lying all around our path;

NECCON ..

Let us keep the wheat and roses, Casting out the thorns and chaff; Let us find our sweetest comfort In the blessings of to-day; With the patient hand removing All the briars from our way.



#### A DOUBTING HEART.

#### ADELAIDE ANNE PROCTER,

HERE are the swallows fled? Frozen and dead Perchance upon some bleak and stormy shore. O doubting heart! Far over purple seas They wait, in sunny ease, The balmy southern breeze To bring them to their northern homes once more.

Why must the flowers die ? Prisoned they lie In the cold tomb, heedless of tears or rain. O doubting heart ! They only sleep below The soft white ermine snow While winter winds shall blow, To breathe and smile upon you soon again.

The sun has hid its rays These many days; Will dreary hours never leave the earth? O doubting heart ! The stormy clouds on high Veil the same sunny sky That soon, for spring is nigh, Shall wake the summer into golden mirth.

Fair hope is dead, and light
Is quenched in night;
What sound can break the silence of despair?
O doubting heart!
The sky is overcast,
Yet stars shall rise at last,
Brighter for darkness past,
And angels' silver voices stir the air.



# POECICAL SELECCIODS.

### EXCELSIOR.

HENRY W. LONGFELLOW.

HE shades of night were falling fast, As through an Alpine village passed A youth, who bore, mid snow and ice, A banner with a strange device,

Excelsior !

His brow was sad; his eye beneath, Flashed like a falchion from its sheath; And like a silver clarion rung, The accents of that unknown tongu-Excelsior!

In happy homes he saw the light Of household fires gleam warm and bright; Above, the spectral glaciers shone; And from his lips escaped a groan, Excelsior!

"Try not the pass!" the old man said; "Dark lowers the tempest overhead. The roaring torrent is deep and wide!"-And loud that clarion voice replied, Excelsior!

"Oh! stay," the maiden said, "and rest Thy weary head upon this breast!" A tear stood in his bright blue eye; But still he answered with a sigh, Excelsior!

"Beware the pine-tree's withered branch! Beware the awful avalanche!" This was the peasant's last good-night;— A voice replied far up the height, Excelsior!

At break of day, as heavenward The pious monks of St. Bernard Uttered the oft-repeated prayer, A voice cried through the startled air, Excelsior!

A traveler,—by the faithful hound, Half buried in the snow was found, Still grasping in his hand of ice, That banner with the strange device, Excelsior!

There, in the twilight cold and gray, Lifeless, but beautiful, he lay; And from the sky, serene and far, A voice fell, like a falling star,— Excelsior!

Eller "

#### PADDY'S EXCELSIOR.

WAS growin dark so terrible fasht, Whin through a town up the mountain

there pashed A broth of a boy, to his neck in the shnow; As he walked, his shillalah he swung to and fro.

Saying: "It's up to the top I am bound for to go,

Be jabbers !"

He looked mortal sad, and his eye was as bright As a fire of turf on a cowld winther night; And niver a word that he said could ye tell As he opened his month and let out a yell, "It's up till the top of the mountain I'll go, Onless covered up wid this bodthersome shnow, Be jabbers!"

Through the windows he saw, as he thraveled along,

The light of the candles and fires so warm, But a big chunk of ice hung over his head; Wid a shnivel and groan, "By St. Patrick!" he said,

"It's up to the very tip-top I will rush,

And then if it falls, it's not meself it'll crush, Be jabbers!''

"Whisht a bit," said an owld man, whose hair was as white

As the shnow that fell down on that miserable night;

"Shure ye'll fall in the wather, me bit of a lad, Fur the night is so dark and the walkin' is bad." Bedad ! he'd not lisht to a word that was said, But he'd go to the top, if he went on his head, Be jabbers !

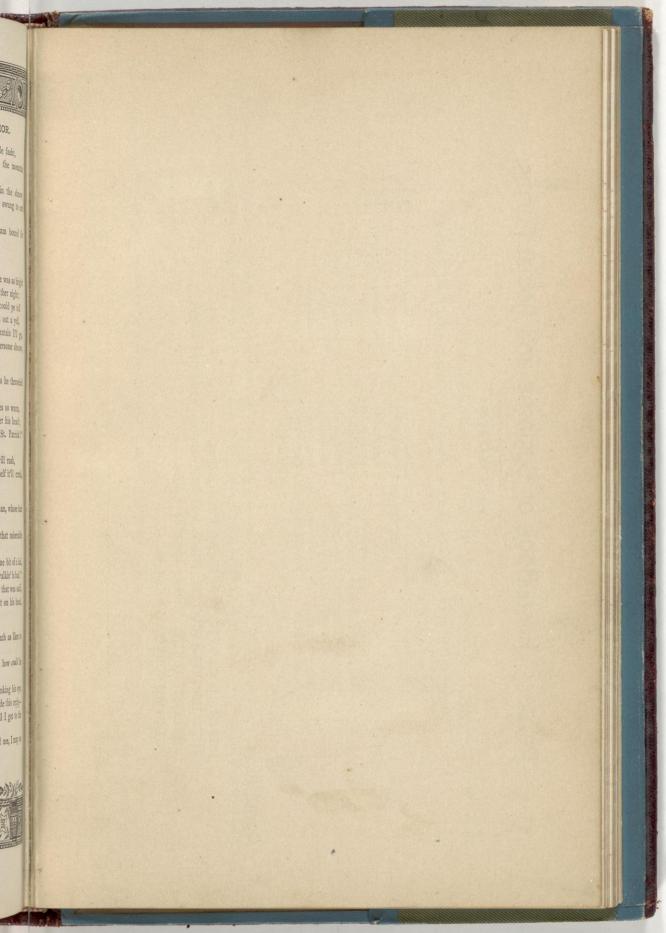
A bright, buxom young girl, such as likes to be kissed,

Axed him wouldn't he stop, and how *could* he resist?

So shnapping his fingers and winking his eye, While shmiling upon her, he made this reply— "Faith, I meant to kape on till I got to the top,

But, as yer shwate self has axed me, I may as well shtop

Be jabbers !"



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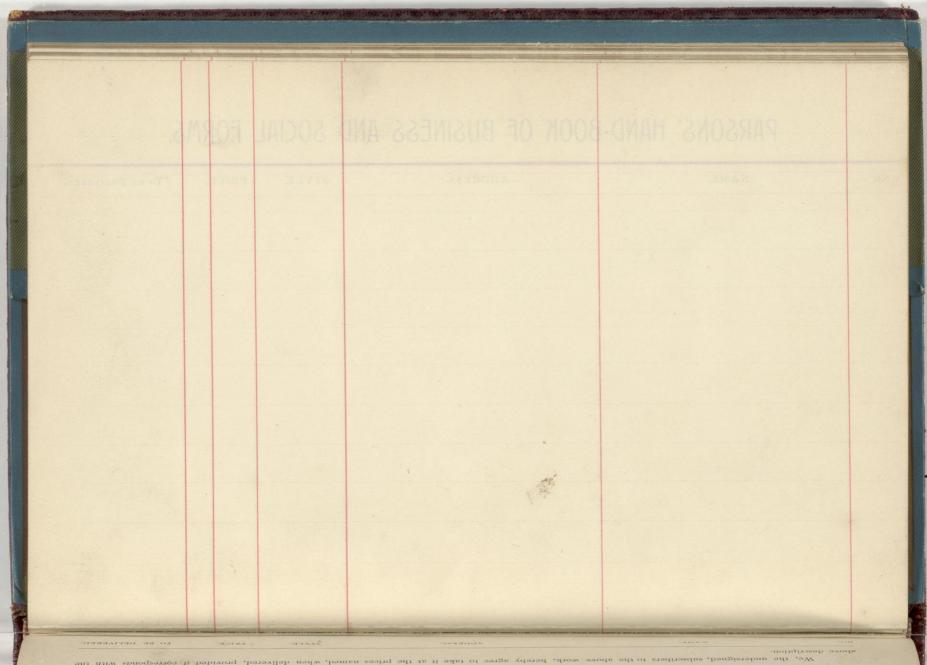
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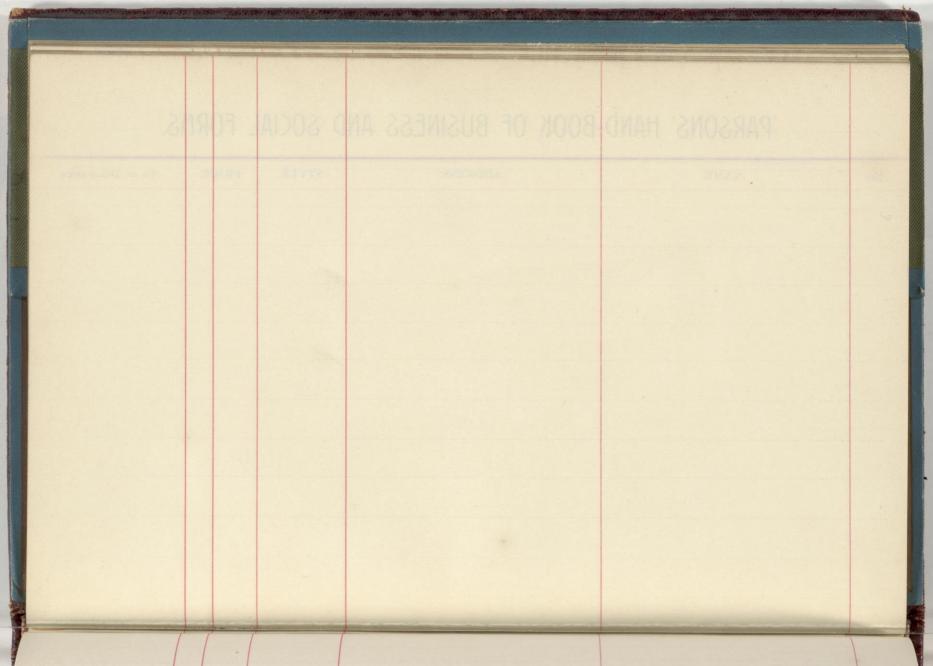
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