

No. 640,498.

Patented Jan. 2, 1900.

M. J. STEIN.
NEGOTIABLE INSTRUMENT BLANK.

(Application filed Apr. 13, 1899.)

(No Model.)

2 Sheets—Sheet 1.

Fig. 1.

Fig. 1 is a diagram of a negotiable instrument blank, divided into three horizontal sections labeled A, B, and C.

Section A (top) contains a date line "No. 18" and a signature line "Pay to the order of".

Section B (middle) contains the text "ON ACCOUNT SUB" and "This check is a receipt for payment on account and not subject to the conditions hereon endorsed."

Section C (bottom) contains a dollar sign "\$" and the word "Dollars".

Small text in the center of Section C reads: "SUBJECT TO THE CONDITIONS ENDORSED HEREON UNLESS QUALIFIED ON THE LEFT MARGIN OF THE FACE HEREOF."

Fig. 2.

Fig. 2 is a diagram of a negotiable instrument blank, divided into three horizontal sections labeled A, B, and C.

Section A (top) contains a date line "No. 18" and a signature line "Pay to the order of".

Section B (middle) contains the text "ON ACCOUNT SUB" and "This check is a receipt for payment on account and not subject to the conditions hereon endorsed."

Section C (bottom) contains a dollar sign "\$" and the word "Dollars".

Small text in the center of Section C reads: "SUBJECT TO THE CONDITIONS ENDORSED HEREON UNLESS QUALIFIED ON THE LEFT MARGIN OF THE FACE HEREOF."

Fig. 2 also includes a "CHECK RELEASE" section with a series of vertical lines and a "The person" label.

WITNESSES:

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Fig. 3.

C

No. 18

Pay to the order of *a*

\$ Dollars

SUBJECT TO THE CONDITIONS ENDORSED HEREON UNLESS QUALIFIED ON THE LEFT MARGIN OF THE FACE HEREOF.

Fig. 4.

B

C

No. 18

Pay to the order of *a*

\$ Dollars

SUBJECT TO THE CONDITIONS ENDORSED HEREON UNLESS QUALIFIED ON THE LEFT MARGIN OF THE FACE HEREOF.

ON ACCOUNT STUB

b

This check is a receipt for payment on account and not subject to the conditions hereon endorsed.

WITNESSES:

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NEGOTIABLE-INSTRUMENT BLANK.

SPECIFICATION forming part of Letters Patent No. 640,498, dated January 2, 1900.

Application filed April 13, 1899. Serial No. 712,845. (No specimens.)

To all whom it may concern:

Be it known that I, MYER J. STEIN, a citizen of the United States, residing in the city of New York, in the borough of Manhattan and State of New York, have invented certain new and useful Improvements in Negotiable-Instrument Blanks, of which the following is a specification.

This invention relates to an improved blank for negotiable instruments—such as bank-checks, promissory notes, drafts, bills of exchange, and the like—which blank may be issued at the option of the maker as an instrument having only the usual effect of a negotiable instrument or which may be issued so that it must operate as between the original parties also in the nature of a general release under seal. The blank is an improvement upon my former negotiable-instrument blank, for which Letters Patent of the United States were granted to me under date of April 11, 1899, No. 622,902.

The present invention consists of a negotiable-instrument blank which comprises a sheet composed of a main portion printed at its face side with a negotiable-instrument form and a stub portion attached to said main portion, a clause of reference located on the face side of said main portion referring to the reverse side of the same and to printed matter on the stub portion, a release and seals printed on the reverse side of the main portion, and printed matter on the face of said stub portion qualifying the effect of said release and seals; and the invention consists, further, of a negotiable-instrument blank comprising a sheet the main portion of which is printed at its face side with a negotiable-instrument form and at its reverse side with printed matter conditional of the negotiable instrument produced when the form on the face side is filled in, a stub portion attached to said main portion, printed matter on the face of said stub referring to said conditional matter, and a line of printed matter on the reverse side of the stub portion indicating the position of the signature for signing on the stub, as will be more fully described hereinafter and finally pointed out in the claims.

In the accompanying drawings, Figure 1 represents a front elevation of my improved negotiable-instrument blank as attached to

the usual check-book stub, by which it is bound into book form. Fig. 2 is a rear elevation of Fig. 1, a part of the book-stub being broken away. Fig. 3 is a front elevation of my improved blank as issued to operate as a check and release, and Fig. 4 is a similar view showing the blank as issued to operate in the usual manner as a negotiable instrument only.

Similar letters of reference indicate corresponding parts.

Referring to the drawings, the entire sheet of paper forming my improved negotiable-instrument blank is composed of a main portion C and a stub portion B at one end of the same, said stub portion B being interposed between the book-stub A and the main portion C of the blank. The book-stub A forms no part of the negotiable-instrument blank, as the stub is not issued with the completed instrument, and, in fact, when the blanks are not made up in book form the book-stub A may be omitted altogether.

On its face side the main portion C of the negotiable-instrument blank is printed with the form of any desired negotiable instrument—such as a check, note, or draft—the usual arrangement of blanks and printed matter being followed, according to the nature of the instrument. In the drawings a common bank-check is employed for illustration. There is also arranged on the face side of the negotiable-instrument sheet a clause of reference *a* to matter printed on the reverse side of the sheet and to qualifying matter on the face of the stub portion B. This clause may be in the form "Subject to the conditions endorsed hereon unless qualified on the left margin of the face hereof." On its reverse side the main portion C is provided with a printed form of general release, lines for the signatures of indorsers, and printed seals opposite said lines. The lines, however, may be omitted and the seals otherwise arranged than as shown in the drawings. The form of general release is such in the case of a check or promissory note as to release the maker of the instrument from all claims which the person who first receives and accepts the same may have against him, or, in the event of a bank-draft, which the person first receiving

and accepting said instrument from the payee of the draft may have against the payee, or, in the event of a personal draft, which the drawer may have against the drawee. The stub B is
 5 provided at its face side, which is the same side of the blank as the face of the main portion, with matter qualifying or entirely overcoming the effect of the general release printed on the main portion—such, for instance, as
 10 “This check is a receipt for payment on account and not subject to the conditions hereon endorsed.” It may be headed “On account stub,” and the stub may be known by that name. On its reverse side the stub is
 15 provided with printed matter indicating the position of the signature for signing on the stub. This may be in the form:

C. C. C. (If check for payment on account, payee sign above this line.)

20 or the line above the wording may be omitted without impairing the effect of the words. Space is left on the stub above the line for writing a signature. A line *b* transversely of
 25 the blank, at the face side of the same, indicates the division between the stub-portion and main portion of the negotiable-instrument blank.

My improved blank is used as follows:
 30 When it is desired, for example, to close an account, the maker of the instrument fills out the form and signs it and detaches the main portion from the stub portion, so that the instrument is issued in the condition indicated
 35 in Fig. 3. When received by the payee, he indorses in order to negotiate or collect it and in so doing binds himself on the release, and thus clears the paper of the condition on which it was issued and makes it payable absolutely. When, however, a payment is to
 40 be made on account of an indebtedness, but not in full of the same, the maker does not detach the stub B, but detaches the entire blank at the line *c* of scoring from the book-
 45 stub, so that the blank is in the condition indicated in Fig. 4. The printed matter on the stub portion now destroys the effect of the release, and the instrument is a simple negotiable instrument unconditional as to all
 50 parties. This rests, however, on the stub portion, and it is necessary, therefore, to the safety of the payee that the stub portion re-

If the stub portion be thereafter detached, his signature is removed from the blank and subsequent holders have notice that the condition of the paper is not satisfied and that the
 65 paper is therefore invalid.

My improved negotiable-instrument blank has the advantage that its use among merchants will go far toward obviating disputes when settling accounts, as it prevents the introduction of new claims for discounts or
 70 other deductions after the account is once settled and operates not only as a mere receipt, but as a sealed instrument, the consideration of which cannot be inquired into. 75 It possesses the further advantage, and one not possessed by my former blank, as illustrated in the patent referred to, that by means of the stub one obviates the use of two separate check-books—one for ordinary checks
 80 and the other for release checks—as my improved blank combines the two in such a manner that either is used, as required.

Having thus described my invention, I claim as new and desire to secure by Letters
 85 Patent—

1. A negotiable-instrument blank, consisting of a sheet composed of a main portion printed at its face side with a negotiable-instrument form, a stub portion attached to
 90 said main portion, a clause of reference located on the face side of said main portion referring to the reverse side of the same and to printed matter on the stub portion, a release printed on the reverse side of the main
 95 portion, seals also printed on said reverse side, and printed matter on the face of said stub portion, qualifying the effect of said release and seals, substantially as set forth.

2. A negotiable-instrument blank, consisting of a sheet composed of a main portion printed at its face side with a negotiable-instrument form, a stub portion attached to
 100 said main portion, a clause of reference located on the face side of said main portion referring to the reverse side of the same and to printed matter on the stub portion, a release printed on the reverse side of the main
 105 portion, seals also printed on said reverse side, printed matter on the stub referring to said release and seals, and a line of printed matter on the reverse side of the stub portion indicating the position of the signature
 110

