

# **EXHIBIT 34**

# BLACK'S LAW DICTIONARY®

Definitions of the Terms and Phrases of  
American and English Jurisprudence,  
Ancient and Modern

By

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**ABRIDGED SIXTH EDITION**

**BY**

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ST. PAUL, MINN.  
WEST PUBLISHING CO.  
1991

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610 Opperman Drive  
P.O. Box 64526  
St. Paul, MN 55164-0526

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Printed in the United States of America

**Library of Congress Cataloging-in-Publication Data**

Black, Henry Campbell, 1850-1927.

[Law dictionary]

Black's law dictionary with pronunciations : definitions of the terms and phrases of American and English jurisprudence, ancient and modern / by Henry Campbell Black. — Abridged 6th ed. / by the publisher's editorial staff ; coauthors, Joseph R. Nolan and Jacqueline M. Nolan-Haley ; contributing authors, M.J. Connolly, Stephen C. Hicks, Martina N. Alibrandi.

p. cm.

ISBN 0-314-88536-6

1. Law—United States—Dictionaries. 2. Law—Dictionaries.  
I. Nolan, Joseph R. II. Nolan-Haley, Jacqueline M. III. West Publishing Company. IV. Title. V. Title: Law dictionary.

KF156.B532 1991

340'.03—dc20

91-18715

CIP

ISBN 0-314-88536-6



TEXT IS PRINTED ON 10% POST  
CONSUMER RECYCLED PAPER



Black's Law Dictionary Abridged 6th Ed.  
7th Reprint-1997

be whether counsel's conduct so undermined proper functioning of adversarial process that trial cannot be relied on as having produced a just result. As required by 6th Amendment for criminal defendant, does not mean errorless counsel, and not counsel judged ineffective by hindsight, but counsel reasonably likely to render and rendering reasonably effective assistance; this necessarily involves inquiry into actual performance of counsel in conducting defense, based on totality of circumstances of entire record. 18 U.S.C.A. § 3006A. *See* Assistance of counsel; Counsel, right to.

**Effective call price.** The strike price in an optional redemption provision plus the accrued interest to the redemption date.

**Effective date.** Date on which contract, law, insurance policy, or the like, takes effect.

**Effective possession.** *See* Constructive possession.

**Effective procuring cause.** The "effective procuring cause" of sale of realty is ordinarily the broker who first secures the serious attention of the customer and is instrumental in bringing the parties together. *See* Cause; Efficient cause; Proximate cause.

**Effective rate.** A measure of the time value of money that fully reflects the effects of compounding.

**Effective rate of return.** The real or actual yield on investments as distinguished from the quoted yield. *See also* Rate (*Rate of return*).

**Effects.** Personal estate or property; though the term may include both real and personal property. *See* Personal effects.

**Efficiency.** Performing tasks to produce the best yield at the lowest cost from the resources available. The degree to which a satisfactory relationship occurs when comparing outputs to inputs.

**Efficiency variance.** The difference between total budgeted overhead at actual hours and total budgeted overhead at standard hours allowed for the production achieved; computed as part of three-variance analysis; same as variable overhead efficiency variance.

**Efficient.** Causing an effect; particularly the result or results contemplated. Adequate in performance or producing properly a desired effect.

**Efficient capital market.** A market in which new information is very quickly (within at most a few hours) accurately reflected in share prices.

**Efficient cause.** The working cause; that cause which produces effects or results. An intervening cause, which produces results which would not have come to pass except for its interposition, and for which, therefore, the person who set in motion the original chain of causes is not responsible.

The cause which originates and sets in motion the dominating agency that necessarily proceeds through other causes as mere instruments or vehicles in a natural line of causation to the result. That cause of an injury to which legal liability attaches. The "proximate cause." The phrase is practically synonymous with "procuring cause." The immediate agent in the production of an effect.

The proximate cause of an injury is the efficient cause, the one that necessarily sets the other causes in operation, and, where a wrongful act puts other forces in operation which are natural and which the act would reasonably and probably put in action, the party who puts in force the first efficient cause will be responsible in damages for the injury proved, although immediately resulting from the other force so put in motion.

*See also* Proximate cause.

**Efficient intervening cause.** An intervening efficient cause is a new and independent force, which breaks the causal connection between the original wrong and the injury, and is the proximate and immediate cause of the injury. Thus, the original negligent actor is not liable for an injury that could not have been foreseen or reasonably anticipated as the probable consequence of his negligent act, and would not have resulted from it had not the intervening efficient cause interrupted the natural sequence of events, turned aside their course, and produced the injury. *See also* Intervening cause; Proximate cause.

**Effluent.** Liquid waste which is discharged into a lake, river, etc.

**Efflux** /éfləks/. The running, as of a prescribed period of time to its end; expiration by lapse of time. Particularly applied to the termination of a lease by the expiration of the term for which it was made.

**Effluxion of time** /əfləksən əv táym/. When this phrase is used in leases, conveyances, and other like deeds, or in agreements expressed in simple writing, it indicates the conclusion or expiration of an agreed term of years specified in the deed or writing, such conclusion or expiration arising in the natural course of events, in contradistinction to the determination of the term by the acts of the parties or by some unexpected or unusual incident or other sudden event.

**Effort.** An attempt; an endeavor; a struggle directed to the accomplishment of an object. To try.

**Effraction** /əfrækshən/. A breach made by the use of force.

**Effractor** /əfráktər/. One who breaks through; one who commits a burglary.

**E.g.** An abbreviation of *exempli gratia*. For the sake of an example.