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Final Report on Association's Fifteen Proposals For Uniform Land Laws, Together With the Recommendations of Charles C. White, Chairman

I submit herein my Final Report as Chairman of the Special Judiciary Committee of The American Title Association to which was delegated the duty of formulating laws to carry out the Association's Fifteen Proposals for Uniform Simplified Title Laws.

Acting upon the suggestions of members of the committee, and others to whom the Preliminary Report of March 15th, 1924, was sent, I have endeavored to make one definite recommendation as to each proposal and to eliminate the tentative suggestions contained in the Preliminary Report.

My recommendations are as follows:

PROPOSAL NO. 1: "In all states where the limitation on actions to recover lands is longer than ten years, reduce it to that period, and abolish the saving clauses for persons under disability; or in the alternative, provide a longer limitation, say fifteen years, which will render titles absolute, regardless of disabilities."

RECOMMENDATION: Be it enacted, etc. "An action for the recovery of recovery of the title to, or possession of, real property shall be brought with (15) years after the right to institute it shall have first accrued to the plaintiff or to the person through whom he claims. And it is further provided that (15) years actual adverse possession by any person claiming to be the owner for that time of any land, uninterruptedly continued for (15) years, by occupancy, descent, conveyance, or otherwise, in whatever way such occupancy may have commenced or continued, shall vest in every actual occupant or possessor of such land a full and complete title."

PROPOSAL NO. 2: "A 'Lis Pendens' law in those states which have no such law, providing generally that no suit in any court shall affect the title to land unless a notice of lis pendens is filed in the office of the recorder or register of deeds."

RECOMMENDATION: Be it enacted, etc. "On all actions in which the title to or any interest in or lien upon real property is involved or affected or is brought in question by either party, any party thereto at the time of filing the complaint or any time thereafter during the pendency of such action may file for record with the register of deeds of each county in which any part of the premises lies, notice of the pendency of the action containing the names of the parties, the object of the action and a description of the real property in such county involved, affected or brought in question thereby. From the time of the filing of such notice and from such time only, the pendency of the action shall be notice to purchasers and encumbrances of the rights and equities of the party filing the same to the premises. When any pleading is amended in such action so

as to alter the description of, or to extend the claim against the premises affected, a new notice may be filed with like effect. Such notice shall be recorded in the same book and in the same manner in which mortgages are recorded and may be discharged by an entry to that effect in the margin of the record by the party filing the same or his attorney in the presence of the register, or by writing executed and acknowledged in the manner of a conveyance whereupon the register shall enter a minute thereof on the margin of such record. Provided, however, that such notice shall be of no avail unless it shall be followed by the first publication of the summons, or by the personal service thereof on a defendant within sixty days after such filing. And the court, in which the said action was commenced, may in its discretion at any time after the action shall be settled, discontinued or abated on application of any person aggrieved and on good cause shown and on such notice as shall be directed or approved by the court, order the notice authorized in this section to be cancelled of record in whole or in part by the register of deeds of any county, in whose office the same may have been filed or recorded, and such cancellation shall be made by an endorsement to that effect on the margin of the record."

PROPOSAL NO. 3: "A statute validating defective acknowledgements that have been of record for one year, so worded as to cover future cases as well as past."

RECOMMENDATION: Be it enacted, etc. "When any deed heretofore or hereafter executed and recorded, conveying real estate, shall have been or shall be of record in the office of the recorder of the county within this state in which such real estate is situated, for more than twenty-one years, and the record thereof shows that there is a defect in such deed for any one or more of the following reasons: (here insert such defects as are desired to be cured) such deed and the record thereof shall be cured of such defects and be effective in all respects as if such deed had been legally made, executed and acknowledged, provided, however, that any person claiming adverse title thereto, if not already barred by limitation or otherwise, shall have the right at any time within twenty-one years after the time of recording such deed, or in the case of deeds of record for more than twenty-one years prior to the effective date of this act, then within one year after the effective date of this act, to bring proceedings to contest the effect of such deed; and provided further that nothing herein contained shall be construed to operate on any suit or action now pending or which may have been heretofore determined in any court of this state, in which the validity of the making execution or acknowledgment of any such deed has been or may hereafter be drawn in question.

This law must necessarily differ in different jurisdictions. As a sample we must submit the law which has been recommended by The Cleveland Bar Association for passage by the Ohio Legislature as follows:

Be it enacted, etc. "When any deed heretofore or hereafter executed and recorded, conveying real estate, shall have been or shall be of record in the office of the recorder of the county within this state in which such real estate is situated, for more than twenty-one years, and the record thereof shows that there is a defect in such deed for any one or more of the following reasons: Because the husband did not join with the wife or the wife with the husband in all the clauses of the deed conveying such real estate, but did join with each other in one of them, in the execution and acknowledgment of such deed; or because such deed was not properly witnessed; or because the officer taking the acknowledgment of such deed having an official seal did not affix the same to the certificate of acknowledgment; or because the certificate of acknowledgment is not on the same sheet of paper as the deed; or because the executor, administrator, guardian, assignee or trustee making such deed signed or acknowledged the same individually instead of in his representative or official capacity; or because the corporate seal of the corporation making such deed was not affixed thereto; or because such deed was executed and delivered by a corporation which had been dissolved or whose charter had expired or whose corporate franchise had been cancelled, withdrawn or forfeited, such deed and the record thereof shall be cured of such defects and be effective in all respects as if such deed had been legally made, executed and acknowledged, provided, however, that any person claiming adverse title thereto, if not already barred by limitation or otherwise, shall have the right at any time within twenty-one years after the time of recording such deed, or in the case of deeds of record for more than twenty-one years prior to the effective date of this act, then within one year after the effective date of this act, to bring proceedings to contest the effect of such deed; and provided further that nothing herein contained shall be construed to operate on any suit or action now pending or which may have been heretofore determined in any court of this state, in which the validity of the making, execution or acknowledgment of any such deed has been or may hereafter be drawn in question."

Any other period than (21) years may be substituted.

PROPOSAL NO. 4: (As introduced)—"A statute permitting married persons to convey their lands without their consorts joining, excepting in the case of homestead, and permit no claim of homestead to be asserted unless a homestead is designated of record by either husband or wife."

PROPOSAL NO. 4: (As amended)—"A statute permitting married women to convey their lands without their husbands joining, excepting in the case of homestead, and permit no claim of homestead to be asserted unless a homestead is designated of record by either husband or wife."

RECOMMENDATION AS TO JOINDER OF CONSORT:

Section 1: "Married women of the age of (18) years or upwards may convey and transfer land or any estate or interest therein, except the homestead, vested in or held by them in their own right, without being joined by the husband in such conveyance, as fully and perfectly as they might do if unmarried."

Section 2: "Married men of the age of (21) years or upwards may convey and transfer lands or any estate or interest therein, except the homestead, vested in or held by them in their own right, without being joined in such conveyance by the wife, as fully and perfectly as they might do if unmarried."

It will be noted that the above recommendation is based upon Proposal No. 4 as originally introduced and not as amended.

RECOMMENDATION AS TO HOMESTEAD:

Section 1: "Every person who is head of a family and whose family resides within this state, may hold as a homestead, exempt from attachment, execution, and forced sale, real property to be selected by him or her, which homestead

shall be in one compact body, not to exceed in volume the sum of \$——— and shall consist of the dwelling house in which the claimant resides and the land on which the same is situated, or of land the claimant shall designate, provided the same be in one compact body."

Section 2: "Any person wishing to avail himself or herself of the provisions of the foregoing section shall make out under oath, his or her claim in writing, showing that he or she is the head of a family, and also particularly describing the land claimed and stating the value thereof; and shall file the same for record in the office of the recorder in the county where the land lies."

The value of the homestead may be fixed in accordance with local requirements.

PROPOSAL NO. 5: "Abolish inchoate dower in states where it still exists, or better still, abolish dower altogether and give a wife an interest in fee simple in lands of which her husband dies seized."

RECOMMENDATION OF LAW TO ABOLISH INCHOATED DOWER ONLY: Be it enacted, etc. "If any person die intestate leaving a widow she shall be entitled to dower in one-third part of all the lands of which her husband died seized or possessed, or of which he was the equitable owner, or of which at decease he held the fee simple in reversion or remainder, but dower shall not be assigned to a widow in real property of which the deceased husband, at decease, held the fee simple in reversion or remainder, until the termination of the prior estate."

RECOMMENDATION OF LAW TO ABOLISH DOWER ENTIRELY: Be it enacted, etc. "The estates of courtesy and dower are abolished and neither husband nor wife shall have any interest in the property of the consort other than as provided in the statutes of descent and distribution."

PROPOSAL NO. 6: "An absolute bar to the foreclosure of mortgages ten years after their maturity (or perhaps a shorter period) unless they are renewed of record."

RECOMMENDATION: We recommend the following form of law which has been recommended by The Cleveland Bar Association, with such period, other than 21 years, as seems advisable in the local jurisdiction. The Uniform Mortgage Act proposed by The National Conference on Uniform Laws provides a ten year limitation."

Be it enacted, etc. "The record of any mortgage which remains unsatisfied or unreleased of record for more than twenty-one years after the last due date of the principal sum or any part thereof, secured thereby as shown in the record of such mortgage, shall not be deemed to give notice to or to put on inquiry any person dealing with the land described in such mortgage that such mortgage debt remains unpaid or has been extended or renewed; and as to subsequent bona fide purchasers and mortgagees for value, the lien of such mortgage shall be deemed to have expired; the mortgage creditor, however, shall have the right at any time to refile in the recorder's office the mortgage or a sworn copy thereof for record, together with an affidavit stating the amount remaining due thereon and the due date thereof, as extended, if it be extended, and thereupon, subject to the rights of bona fide purchasers and mortgagees for value theretofore acquired or then vested, such refile shall be deemed to be constructive notice of such mortgage only for a period of twenty-one years after such refile, or for twenty-one years after the stated maturity of the debt, whichever be the longer period; provided, however, that as to such mortgages of record at the time of the effective date of this Act, the constructive notice of their recording shall not be deemed to have expired in any event prior to two years from and after the effective date of this Act."

PROPOSAL NO. 7: "Short statutory forms of deeds and mortgages. Providing that the form shall imply all the usual covenants."

Recommendation.

(A) Warranty Deed

Warranty deeds for the conveyance of land may be substantially in the following form: The grantor (name) for and in consideration of (consideration) in hand paid conveys and warrants to (name) the following described real estate (description) situated in the county of.....

State of.....
 Dated this.....day of.....19.....
 (Signed).....

Every deed in substance in the above form when otherwise duly executed shall be deemed and held a conveyance in fee simple to the grantee, his heirs and assigns with covenants on the part of the grantor.

That at the time of the making and delivery of such deed he is lawfully seized of an indefeasible estate in fee simple in and to the premises therein described, and has good right and full power to convey the same;

2. That the same were then free from all encumbrances; and

3. That he warrants to the grantee, his heirs and assigns the quiet and peaceable possession of such premises and will defend the title thereto against all persons, who may lawfully claim the same; and such covenants shall be obligatory upon any grantor, his heirs and personal representatives as fully and with like effect as if written at full length in such deed.

(B) Quit Claim Deed

Quit Claim Deeds may be in substance in the following form:

The grantor (name) for the consideration (consideration) conveys and quit-claims to (name) all interest in the following described real estate (description) situated in the County of.....State of....., dated this.....day of.....19.....

(Signed).....

As to short form mortgage we recommend the following which is a copy of Section 34 of The Uniform Mortgage Act proposed by The National Conference on Uniform Laws:

(1) The use of the following short form of mortgage of real property is lawful, but the use of other forms is not forbidden or invalidated:

Short Form Mortgage.

This statutory mortgage, made this.....day of....., between (give name and address), mortgagor, and (give name and address), mortgagee,

Witnesseth, that to secure the payment of (give description of indebtedness and instruments evidencing the same), the mortgagor hereby mortgages to the mortgagee (give description of premises with any encumbrances thereon).

And....., (one of) the mortgagor covenants with the mortgagee the following statutory covenants:

1. To warrant the title to the premises.
2. To pay the indebtedness as herein provided.
3. To pay all taxes.
4. To keep the buildings insured against fire for.....dollars and against (give other hazards insured against and amount of such other insurance), for the benefit of the mortgagee.

5. That the premises shall be kept in repair and no waste shall be committed.

6. That the whole of the principal sum shall become due after default, in the payment of any installment of principal or interest, or of any tax, or in the performance of any other covenant,.....days after notice.

If default be made in any payment or covenant herein, the mortgagee shall have the statutory power of sale, and on foreclosure may retain statutory costs and attorney's fees.

In witness whereof the mortgagor has duly executed this mortgage.

(2) Any of the covenants or the power of sale in the short form mortgage may be omitted. Additional clauses, conditions, covenants, and provisions may be added, but shall be designated as not statutory.

The language of the short form mortgage shall have the following meaning and effect.

Construction of Covenants in Short Form Mortgage.

(3) The expression contained in the short form mortgage "the mortgagor hereby mortgages to the mortgagee (description of premises with any encumbrances thereon)," shall be construed as equivalent to the following:

The mortgagor also in consideration of one dollar, paid by the mortgagee, the receipt whereof is hereby acknowl-

edged, doth hereby grant, bargain, sell, release and convey unto the mortgagee, his heirs, successors, and assigns forever (premises with any incumbrances thereon as described in the mortgage), together with the hereditaments and appurtenances thereunto belonging or in any wise appertaining, and all the estate, rights and interests of the mortgagor, including all homestead and dower rights and all inchoate and contingent rights, in and to said premises; to have and to hold the above granted premises unto the mortgagee, his heirs, successors, and assigns forever; Provided, that if the mortgagor, his heirs, executors, or administrators, shall pay unto the mortgagee, his executors, administrators or assigns, the said sum of money mentioned in said (instruments evidencing indebtedness), and the interest thereon, at the time and in the manner aforesaid, and shall keep and perform each and every covenant herein contained on the part of the mortgagor to be kept and performed, that then this mortgage, and the estate hereby granted, shall cease, determine and be void."

(4) The respective statutory covenants, contained in said mortgage shall be construed as follows:

I. Covenant 1 is equivalent to: "That the mortgagor is lawfully seized of the premises; that he has good right to mortgage the same; that the same are free from all encumbrances except as above stated; and that the mortgagor will warrant and defend the title to the same against all lawful claims."

II. Covenant 2 is equivalent to: "That the mortgagor will pay to the mortgagee the principal sum of money secured by this mortgage, and also the interest thereon as herein provided, and also, in case the mortgage is foreclosed in court, the costs and expenses of the foreclosure, including reasonable attorney's fees, which shall be allowed out of the proceeds of the sale."

III. Covenant 3 is equivalent to: "That until the indebtedness hereby secured is fully paid, the mortgagor will pay all taxes, assessments, and other governmental levies which may be assessed or become liens on said premises, before any penalty, interest or other charge accrues, and in default thereof the mortgagee may pay the same, and the mortgagor will repay the same with interest at the mortgage rate, and the same shall become a part of the debt secured by the mortgage."

IV. Covenant 4 is equivalent to: "That the mortgagor will, during all the time until the indebtedness secured by the mortgage is fully paid, keep the buildings on the premises insured against loss or damage by fire, to the amount of (the sum specified in mortgage) dollars and against loss or damage by (any other hazards specified) to the amount of (sums specified therefor) dollars and in a company to be approved by the mortgagee, and will assign and deliver the policies of such insurance to the mortgagee, so and in such manner and form that he shall at all times, until the full payment of said indebtedness, have and hold the said policies as a collateral and further security for the payment of said indebtedness, or at the option of the mortgagee will make such policies payable in case of loss to the mortgagee, as his interest may appear and will deposit them with the mortgagee, and in default of so doing, that the mortgagee may make such insurance from year to year, or for one or more years at a time, and pay the premiums therefor, and that the mortgagor will forthwith repay to the mortgagee the same, with interest at the mortgage rate, and that the same shall become a part of the debt secured by the mortgage in like manner as the principal sum. The mortgagee may retain any moneys received by him on the policies, and the same shall apply in part payment of the mortgage."

V. Covenant 5 is equivalent to: "That the mortgagor will at all times keep the premises in good repair and suffer and commit no waste thereon, and that no building shall be removed or demolished without the consent of the mortgagee."

VI. Covenant 6 is equivalent to: "That should any default be made in the payment of any installments of principal or any part thereof, or in the payment of any interest or any part thereof, on any day whereon the same is made payable, or in the payment of any tax, assessment, or other government levy, as herein provided, or should any other default be made in any of the covenants of this mortgage,

and should the said principal, interest, tax, assessment or levy, or the repayment thereof, to the mortgagee, remain unpaid and in arrear, or should such other default in any covenant continue and the covenant remain unperformed, for the space of (time specified in the mortgage) days, after written notice by the mortgagee of the default or breach of covenant and that the whole sum will become due unless payment or performance is made within such time, delivered or mailed to the mortgagor or to one who has assumed the mortgage at his last known address according to the mortgagee's best information, then the whole sum including accrued interest, secured by the mortgage, shall, at the option of the mortgagee, become and be due and payable immediately thereafter."

(5) The statutory power of sale clause contained in said mortgage immediately following covenant 6, shall be construed as equivalent to the following:

"If default be made in the payment of the principal or interest or any part thereof, or of taxes, assessments, insurance premiums, or any other sum, when the same becomes due as herein provided, the mortgagor hereby authorizes and empowers the mortgagee to foreclose this mortgage at once, and to sell the mortgaged premises at public auction according to the statute in such case provided, and to apply the proceeds of the sale to pay all amounts then due on the mortgage, including principal, interest, and the amount of any taxes, assessments, and insurance premiums and any other sum which may then be due to the mortgagee, and also to pay all costs and expenses of such foreclosure sale, including statutory attorney's fees, which costs, expenses and fees the mortgagor agrees to pay."

(6) All the obligations of the mortgagor as set forth in this section shall be construed as applying to his heirs, executors and administrators or successors; and all the rights and powers of the mortgagee shall inure for the benefit of and may be exercised by his executors, administrators, successors or assigns.

PROPOSAL NO. 8: (As introduced)—"Barring claims against unadministered estate, say in seven years after the death. Possibly five years would be better."

PROPOSAL NO. 8: (As amended)—"Barring claims against unadministered estates after three years from the date of death unless letters of administration have been taken out within that period."

RECOMMENDATION: Be it enacted, etc. "No real estate of a deceased person shall be liable for his debts unless letters testamentary or of administration be granted within (6) years from the date of the death of such decedent. Provided, that in the case of persons who died prior to the effective date of this act, suits to subject such real estate to the payment of the debts of such deceased person, if not already barred, shall not be barred hereby prior to the expiration of one year from the effective date of this act."

PROPOSAL NO. 9: "Simplifying certificates of acknowledgment and abolishing separate examination of wife in states where it is still required."

Recommendation.

Since The National Conference of Commissioners on Uniform Laws as early as 1892, recommended a Uniform Acknowledgment Law which has been adopted in some of the states, it would seem advisable for The American Title Association to recommend the same forms. Their recommendation is as follows:

"Be it enacted, etc.

Section 1. Either the forms of acknowledgment now in use in this state, or the following, may be used in the case of conveyances of other written instruments, whenever such acknowledgment is required or authorized by law for any purpose:

(Begin in all cases by a caption specifying the state and place where the acknowledgment is taken).

1. In the case of natural persons acting in their own right. "On this.....day of.....19..... before me personally appeared A B (or A B and C D), to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged

that he (or they) executed the same as his (or their) free act and deed."

2. In the case of natural persons acting by attorney: "On this.....day of.....19....., before me personally appeared A B, to me known to be the person who executed the foregoing instrument in behalf of C D, and acknowledged that he executed the same as the free act and deed of said C D."

3. In the case of corporations or joint-stock associations: "On this.....day of.....19....., before me appeared A B, to me personally known, who, being by me duly sworn (or affirmed) did say that he is the president (or other officer or agent of the corporation or association) or (describing the corporation or association), and that the seal affixed to said instrument is the corporate seal of said corporation (or association) and that said instrument was signed and sealed in behalf of said corporation (or association) by authority of its board of directors (or trustees) and said A B acknowledged said instrument to be the free act and deed of said corporation (or association)."

(In case the corporation or association has no corporate seal omit the words "the seal affixed to said instrument is the corporate seal of said corporation [or association], the words, "and that said corporation [or association] has no corporate seal.")

(In all cases add signature and title of the officer taking the acknowledgment).

Section 2. The Acknowledgment of a married woman when required by law may be taken in the same form as if she were sole and without any examination separate and apart from her husband.

Section 3. The proof or acknowledgment of any deed or other written instrument required to be moved or acknowledged in order to enable the same to be recorded or read in evidence, when made by any person without this state and within any other state, territory or district of the United States, may be made before any officer of such state, territory or district, authorized by the laws thereof to take the proof and acknowledgment of deeds, and when so taken and certified as herein provided, shall be entitled to be recorded in this state, and may be read in evidence in the same manner and with like effect as proofs and acknowledgments, taken before any of the officers now authorized by law to take such proofs and acknowledgments and whose authority so to do is not intended to be hereby affected.

Section 4. To entitle any conveyance or written instrument, acknowledged or proved under the preceding section, to be read in evidence or recorded in this state, there shall be subjoined or attached to the certificate of proof or acknowledgment, signed by such officer, a certificate of the Secretary of State of the state or territory in which such officer resides, under the seal of such state, territory, or a certificate of the clerk of a court of record of such state, territory or district in the county in which said officer resides or in which he took such proof or acknowledgment under the seal of such court, stating that such officer was, at the time of taking such proof or acknowledgment, duly authorized to take acknowledgments and proof of deeds of lands in said state, territory or district, and that said Secretary of State, or clerk of court, is well acquainted with the handwriting of such officer, and that he verily believes that the signature affixed to such certificate of proof or acknowledgment is genuine.

Section 5. The following form of authentication of the proof of acknowledgment of a deed or other written instrument when taken without this state and within any other state, territory or district of the United States, or any form substantially in compliance with the foregoing provisions of this act, may be used.

Begin with a caption specifying the state, territory or district and county or place where the authentication is made.

"I,....., clerk of the..... in and for said county, which court is a court of record, having a seal (or, I....., the Secretary of State of

such state, or territory) do hereby certify that..... by and before whom the foregoing acknowledgment (or proof) was taken, was, at the time of taking the same, a notary public, (or other officer) residing (or authorized to act) in said county, and was duly authorized by the laws of said state (territory or district) to take and certify acknowledgments or proofs of deeds of land in said state (territory or district), and further that I am well acquainted with the handwriting of said, and that I verily believe that the signature to said certificate of acknowledgment (or proof) is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of said court (or state) this..... day of....., 19....."

PROPOSAL NO. 10: "Abolishing private seals and witnesses in deeds and mortgages in states where they are still required."

Recommendation.

Be it enacted, etc.

"Section 1: The use of private seals upon all deeds, mortgages, leases, bonds and other instruments and contracts in writing, is hereby abolished and the addition of the private seal to any such instrument or contract in writing hereafter made, shall not affect its validity or legality in any respect, or its nature as a legal instrument.

"Section 2: All deeds, mortgages, or other instruments in writing for the conveyance or encumbrance of real estate, or of any interest therein, which have heretofore been executed without the use of a private seal are notwithstanding hereby declared to be legal and valid and of the same effect in all respects as they would have had heretofore if sealed in all courts of law or equity in this state."

We have made no recommendation as to that part of Proposal No. 10 concerning witnesses for various reasons. First, not more than one-third of the states require witness to deeds. Second, in those states which require witnesses there seems to be a feeling that the requirement of witnesses ought not be abolished. Third, the abolition of witnesses would in each case necessitate an examination of the present statute and a change in phraseology of existing statutes which can best be taken care of by some one acquainted with the local statutes.

PROPOSAL NO. 11: "Dispensing with the necessity for words of inheritance to convey a fee simple, and providing that unless otherwise specifically expressed, a deed shall convey all the estate that the grantor had."

RECOMMENDATION: Be it enacted, etc.

"The term 'heirs' or other words of inheritance to convey a fee simple, and providing that unless otherwise specifically expressed, a deed shall convey all the estate that the grantor had."

PROPOSAL NO. 12: "A statute abolishing the blanket lien of judgments and requiring a specific description of record of the property sought to be held."

RECOMMENDATION: Be it enacted, etc.

"Whenever judgment shall have been or may hereafter be rendered in any court of record, execution to collect the same may be issued to the sheriff, or other proper officer of any county of this state; and successive or alias executions may be issued one after another, upon the return of any execution unsatisfied in whole or on part, for the amount remaining unpaid upon any such judgment. Such executions shall be made returnable not less than twenty nor more than ninety days from the date thereof."

"Whenever an execution shall be issued against the property of any person, his goods and chattels, lands and tenements, levied upon by such execution, shall be bound from the time of such levy."

"Each and every levy by execution on real estate heretofore or hereafter made shall cease to be a lien on such real estate, and shall become and be void at and after the expiration of five years from the making of such levy, unless such real estate be sooner sold thereon."

The above is the Michigan statute and from the title man's standpoint is all that could be desired.

PROPOSAL NO. 13: "Provides that when a conveyance is made to a trustee and the powers of the trustee and the

nature of the trust are not disclosed of record, the trustee's deed shall pass the full title."

RECOMMENDATION: Be it enacted, etc.

"The use or appearance of the words, "trustee," or "as trustee," or "agent," or words of similar import, following the name of the grantee in any deed of conveyance or mortgage of land heretofore or hereafter executed and recorded, without other language showing a trust or expressly limiting the grantee's or mortgagee's powers, or for whose benefit the same is made, or other recorded instruments showing the same and the terms and provisions thereof, shall not be deemed to give notice to or put upon inquiry any person dealing with said land that a trust or agency exists, or that there are beneficiaries of said conveyance or mortgage other than the grantee and such as are disclosed by the record, or that there are any limitations on the power of the grantee to convey or mortgage said land, or to assign or release any mortgage held by such grantee, and as to all subsequent *bona fide* purchasers, mortgagees, and assignees for value, a conveyance or mortgage or assignment or release of mortgage by such grantee, whether his name be followed by the words "trustee," or "as trustee," or "agent" or words of similar import, or not, shall convey or shall be deemed to have conveyed or assigned a title or lien, as the case may be, free from the claims of any undisclosed beneficiaries, and free from any obligation on the part of any purchaser, mortgagee or assignee to see to the application of any purchase money; provided only, that this act shall not apply to suits now pending or heretofore determined in any court of this state, nor to suits brought prior to the expiration of two years from the effective date of this act in which any such deeds of conveyance or mortgages heretofore recorded are called in question, or in which the rights of any beneficiaries in the lands described therein are involved; and nothing herein contained shall deprive the original grantor, or trustor or undisclosed beneficiary, or any one claiming under them from bringing suits other than suits affecting the land the subject of such conveyance or mortgage."

PROPOSAL NO. 14: "Make it mandatory upon a court in granting a decree of divorce, to adjust and determine all property rights of both parties, and in the case of real estate, require a record of the decree in the office of the register of deeds."

RECOMMENDATION: Be it enacted, etc.

"Before pronouncing a decree of divorce from the bonds of matrimony, the court shall require evidence of the property and estate of the parties, and shall order such division of said property and estate as to the court shall seem just and right having due regard for the rights of each party and their children, if any. The decree of divorce shall specifically describe the real estate of the parties affected by the decree, situated in this state, and any such decree affecting the title to real estate shall be recorded in the county in which such real estate is situated."

Since property and divorce laws differ so radically in the different jurisdictions, it is almost impossible to make any more definite recommendation than the above, although it does not seem very satisfactory.

PROPOSAL NO. 15: "Limit the time during which a testator can suspend the alienation of land—say twenty years."

The experience of those states which have attempted to substitute a "suspension of alienation" statute for the common law "rule against perpetuities" has not, in the opinion of those best qualified to judge, been satisfactory. As was stated in the preliminary report your chairman does not feel qualified to recommend a statute with reference to this proposal and his correspondence with the members of the committee and others to whom the preliminary report was submitted has not caused him to change his opinion. We therefore make no recommendation as to Proposal No. 15.

It will be noted that this Final Report differs in no essential from the Preliminary Report, other than that there is made herein one definite recommendation for each proposal instead of alternative recommendations.

The replies received by the Chairman from those to

whom the Preliminary Report was sent indicate that the recommendations as a whole were satisfactory and the chief objections and criticisms had to do with the questions of policy and advisability, rather than with the form of the proposed laws. The advisability of the proposals was not for the committee to decide as that matter has been passed upon by the 1913 and 1923 conventions of the association.

Because of the unwieldy size of the committee and the difficulty of getting prompt replies to requests for information this report is necessarily a one-man report and possibly embodies the ideas of the chairman rather than the collective opinion of the committee. However, I have attempted to include in the report the results of such con-

structive criticism as was received from the committeemen and I believe that the report as herein submitted will meet the approval of a majority of the committee.

In closing I desire to express my appreciation of the many courtesies extended to me by the Executive Committee and by members of the Association. The reports have involved an immense amount of work, but it was work that your chairman enjoyed because he was intensely interested therein.

Very truly yours,

CHAS. C. WHITE, Chairman,
Special Judiciary Committee,
The American Title Association.

TITLE ASSOCIATION'S FIFTEEN PROPOSALS PRESENTED TO COMMISSION ON UNIFORM LAWS.

Chairman Charles C. White Attends Conference of the National Commissioners on Uniform State Laws.

In response to a letter from John H. Voorhees, Chairman of the Legislative Committee on the National Conference of Commissioners on Uniform State Laws, Charles C. White, Chairman of the Judiciary Committee of the Title Association, attended the meeting and presented the Association's Fifteen Proposals for Uniform Land Laws.

They were most favorably received and a great deal of interest evidenced in them. The commission appointed a General Standing Committee upon Uniform Property Acts, and our Fifteen Proposals were given to them for consideration and study. A report will be made by this committee later, and Chairman White will be working with the members.

This committee from the Conference on Uniform Laws is composed of W. F. Bruell, Redfield, South Dakota, Chairman; Wm. Hunter, Tampa, Florida, who is also Chairman of the Uniform Acknowledgment of Instruments Act; Randolph Barton, Jr., Baltimore, Md., Chairman of Uniform Real Property Acts; W. H. Washington, Nashville, Tenn., Chairman on Uniform Laws Relating to Filing of Federal Tax Liens; S. R. Child, Minneapolis, Minn., Chairman on Uniform Mortgage Act.

This is especially interesting as it shows this Conference of members of the Bar Association appointed to study and recommend things for uniform laws has seriously taken the Title Associations Proposals under consideration and advisement. It is a further reflection upon the good work done by Mr. White, our Chairman.

The Proposals have also been presented to the American Bar Association.

Mr. White's Final Report and Recommendations are printed elsewhere in this issue of the Title News. He will also present them to the Convention at New Orleans and give his ideas and suggestions as further gained from the work since the drafting of this Final Report.

Mr. White's work has been one of the most important and commendable of anything ever done by the Title Association or one working for it. We

should be very grateful and appreciative of what he has accomplished.

A new member of the Association who first appeared at the Cedar Point Convention in 1922, Mr. White was immediately given work to do, and has faithfully served the Association and the title fraternity ever since. His paper at Cedar Point on "Bankruptcy" is an authority on that subject.

Last year he was Chairman of the regular Judiciary Committee and his report given at the Omaha Convention speaks of his work that year.

Added duties were given him this year by making him Chairman of the Judiciary Committee, with the special task of the work with the Fifteen Proposals.

His Preliminary Report, his Final Report and Recommendations, and the excellent work he has done in getting them presented to the Bar Association, the various states, and this Conference of the Commissioners on Uniform State Laws all bespeak of his fine work.

SUBJECTS SELECTED FOR NOON CONFERENCES.

Twelve Chosen From Vast Number Submitted—Chairman Earl G. Smith Announces Details and Names of Leaders.

The plans and details for the Noon Luncheon Conferences or Sectional Round Table Discussions are announced by the Chairman of this part of the convention.

A surprisingly large number of the questionnaires were returned, with a large variety and number of suggestions. From these the twelve most mentioned and suggested were selected, and a program arranged for each noon providing for a discussion of three at each conference.

The topics for each day and the leaders for each as announced by Chairman Smith are as follows:

"Everything and Anything About Title Insurance." Leader, J. W. Woodford, Vice President, Title Guarantee & Trust Co., Tulsa, Okla.

"Title Examiners"—a conference for the boys who know what a perfect abstract is, but who have never seen one. Leader, W. L. Rogers, Chief Examiner, Federal Land Bank, Louisville, Ky.

Get-together-meeting for the Presidents and Secretaries of the State As-

sociations. Leader, Frederick P. Condit, Vice President of the Title Guar. & Trust Co., New York, and Vice President and Chairman of the Executive Committee, American Title Association.

"What Form of Advertising for Title Insurance Best Reaches the General Public?" Leader, J. W. Thomas, Title Officer, Bankers Guarantee Title & Trust Co., Akron, O.

"Advertising for the Abstractor." Leader, Lewis D. Fox, The Home Abstract Co., Fort Worth, Texas.

"Rates, Cut Rates, Discounts, Commissions and other Kindred Diseases." Leader, L. P. Edward, San Jose Abstract & Title Ins. Co., San Jose, Calif.

"Curbstone Abstractors—What Are We Going to Do With Them?" Leader, Tom G. Dilworth, Dilworth Abstract Co., Waco, Texas.

"Escrows, Mortgage Loans, Guaranteed Mortgages—Profitable Side Lines for Any Title Business." Leader, Paul D. Jones, Guarantee Title & Trust Co., Cleveland, Ohio.

"The Torrens System." Leader, Tom Scott, Scott Title Co., Paris, Texas.

"Can Title Work Be Standardized Nationally?" Leader, M. P. Bouslog, Vice President and Manager, The Union Title & Guarantee Co., New Orleans, La.

"Valuation of Abstract Plants for Assessment Purposes." Leader, L. E. Lettel, Apelouses, La.

An Open Session—A Free For All. Leader, Earl G. Smith, Abstract Title Guarantee & Trust Co., Akron, Ohio.

These conferences constitute a big convention in themselves. One can plainly see that they will be a big part of the entire convention, a really practical, worthwhile part.

The subjects cover every point of the business, and represent the things most in the minds of those in the title game.

These inner meetings, or sectional conferences, were inaugurated this year with the idea of adding a really practical feature to the convention and Chairman Smith has studied and planned and worked out the things that seemed to be the best.

No one can read the program of the regular convention sessions, with the added feature of these noon conferences, without realizing that this Convention is going to be something very much worth while—that those who are unable to go will miss a most profit-

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OCTOBER, 1924.

able opportunity of learning and getting real ideas and inspirations for bigger and better work, and those who are fortunate enough to be able to attend will reap a harvest of enjoyment and benefit.

A HOME STUDY COURSE IN REAL ESTATE PRACTICE.

The National Association of Real Estate Boards announces the establishment of the American Real Estate Institute as a division or branch of its organization for the conducting of a home study course in real estate subjects by correspondence.

This Association has been fostering real estate courses for its various boards, and over seventy member boards have been conducting them, but there are many where this is impractical or impossible, hence this correspondence course.

The course includes twenty Basic Assignments; twenty Practical Problems; Individual Instruction; Consultation Privileges; Life Membership in the Institute; Fisher's "Principles of Real Estate Practice; Credit and Certificate.

This is another activity fostered by the National Real Estate Association in

its program to make the real estate business a profession and an honored and elevated vocation.

Perhaps something like this for the title business would be a good thing.

HOW TO INCREASE THE REVENUE FROM OUR TITLE PLANTS AND RENDER BETTER SERVICE.

(Prize-winning address delivered by Mrs. M. A. Vogel, of the El Paso Title Company, at San Antonio 1924 Convention of the Texas Abstractors' Association, Lewis D. Fox of Home Abstract Company, Fort Worth, having offered \$10 in gold for the best paper submitted on the subject.)

(1) Affiliate yourself with your local competitor, in order to bring about prices and conditions to the mutual benefit of all concerned.

(2) To educate the public to the fact that where an abstract plant or concern is listed as a member of the Texas Abstractors' Association, they are qualified to render more accurate and reliable information than others that are not affiliated with the Association.

(3) To reduce your overhead expenditures to a minimum without forfeiting service, or any of the prerequisites of the title business.

(4) To create or stimulate through a constant effort of honesty and square dealing with poor man and rich man alike the feeling that he is getting a square deal at all times, regardless of the nature of the transaction.

(5) To at all times show the proper courtesies and respect due your clients—never let a client leave your office dissatisfied, even though you are compelled to sacrifice time and expense satisfying him.

(6) To willingly and gladly give any and all information possible that will facilitate the completion of all transactions to the entire satisfaction of all concerned.

(7) To inculcate in the minds of your clients that you are in the business to serve them. Do not try to impress them with the idea that you are doing them a favor by handling their business.

(8) Above all things, make every effort to live up to your word. Do not make promises that you are not sure that you can fulfill. There is nothing that will corrupt a thriving business quicker than false promises. The public as a whole can be a harsh judge, and if your word cannot be depended upon, your reliability in other matters will sooner or later be questioned. If you have lost the confidence of the people with whom you come in contact, your business will never be a success.

(9) Bring before the public, and especially those that you come in contact with, that your business is legitimate, that it is a necessity, and that your charges for services rendered are reasonable, allowing you nothing more than a just profit on your investment.

NEW ORLEANS—AMERICA'S MOST INTERESTING CITY.

By Wilson S. Callender, Secretary of Publicity, New Orleans Association of Commerce.

New Orleans is 206 years old, but it is not entirely antique—not by any means.

In this sentence is told the reason New Orleans is America's Most Interesting City—most interesting if you want to have a good time; most interesting if you want to succeed in business; and most interesting if you want to live happily.

In the "Vieux Carre" or old quarter—the heart of old New Orleans—are to be found the "antiquities" of the Crescent City, centered around the historic "place d'armes"—so interesting to the lover of romance, featured in the fiction of George Washington Cable, Lofcadio Hearn and O. Henry, tying days gone by with today.

In this French quarter, as it is sometimes called, with its quaint architectural style of over a century ago, its courtyards, its balconies, hanging over picturesque narrow streets, its iron grill work and its cosmopolitan inhabitants, there are over 500 points of interest for the browsing newcomer.

But around this ancient heart of the old city there has grown a New Orleans—the nation's second port, the gateway of the Mississippi Valley to the world, the city of 1924—so interesting, not only because of the contrast with the old city below Canal Street, but because of the hum of commercial activity.

In New Orleans are to be found the port facilities, often described as a model for the world, which cost the state over \$44,000,000, the South's greatest banks, the cotton exchange whose future market controls prices all over the world, gigantic ships from the world's seven seas, skyscrapers, paved boulevards, magnificent stores, great manufacturing plants, to the number of 1,200.

Along with the aspect of fascinating romance, and the aspect of modern progress, there goes another side of New Orleans—the carefree happy spirit of Mardi Gras, of Horse Racing and of Easter.

The pageant of Mardi Gras—the greatest in the world—is unique. It is typical of the spirit of good-fellowship which assures the newcomer that he'll never lack the means of having a good time in New Orleans.

And on top of it all there is the matter of climate and healthfulness.

There are no extremes of temperature in New Orleans—one of only seven large cities in the United States which can say it has never seen the thermometer go below zero, where lake and river breeze and cooling showers temper the heat of summer, where the

year-round temperature average is 69.2—nearest to the doctor's ideal.

The water is as pure as any in the world. The drainage system is the world's greatest.

New Orleans lives outdoors all the year 'round.

NEW ORLEANS—THE SOUTH'S METROPOLIS.

Life on the River Front.

A phase of interesting New Orleans—not the old city nor the new city—but a part of the city which is both old and new—is too often overlooked by the visitor.

It is the port phase.

Not only is New Orleans the Nation's Second Port, second only to New York in the volume of its commerce, but New Orleans is often called one of the few model ports of the world.

It is so called because of its natural harbor and the modern equipment supplied by the state at a cost of over \$44,000,000.

The river itself is one of the interesting sights—two-thirds of a mile wide and in many places over 200 feet deep, with its turbulent muddy current.

The activity of the river affords ad-

ditional interest—the big ocean carriers moving silently up the river to their berths, some of them being pushed by puny, puffing tugs; the swarthy seamen hailing from every nation of the world, jabbering in every known language, wearing quaint costumes; the decks of the steamers usually alive with queer mascots—parrots, goats, monkeys, cats, dogs—all world travelers; the millions of bunches of bananas pouring from the holds of the refrigerator ships on the belts of human conveyors to refrigerator cars which rush them on express trains to the tables of consumers all over the nation while they ripen; the side-wheelers and stern-wheelers of the river trade reminding the visitor of the days of the Robert E. Lee and "Steamboat Bill."

The mountains of cotton bales, tank steamers filled with alcohol, oil and molasses; great torrents of grain and barley pouring from the big elevator into the cavernous maws of vessels.

The bayous, canals and lakes that surround the city in a veritable labyrinth.

The motley array of small craft—without equal in number anywhere in the United States; of every kind and description.



Charles C. White, Title Officer, Land Title Abstract & Trust Co., Cleveland, Ohio; Chairman of the Judiciary Committee, American Title Association.

His report and recommendations are printed in this issue of the Title News. This work has been one of the biggest things ever done in the history of the association.

Good Bye. I'm on My Way to New Orleans

to attend the

18th Annual Convention, American Title Association

OCTOBER 21 to 24

Headquarters—Roosevelt Hotel

Hope to see you there

ALL those going to the Convention via Chicago or St. Louis and taking the Panama Limited of the Illinois Central Railroad at either place, Sunday the 19th, should state they are enroute to the Title Convention when making Pullman Reservations, and ask for space in the special cars provided for the Title Men.