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TITLE NEWS

A publication issued monthly by

The American Title Association

Published monthly at Mount Morris, Illinois; Editorial office, Hutchinson, Kans. Entered as second class matter, December 25, 1921, at the post office at Mount Morris, Illinois, under the act of March 3, 1879.

Vol. 3

DECEMBER, 1924

No. 11

Where Shall We Hold the Next Convention?

Place of Meeting to be Decided by Executive Committee After Poll of Membership by Questionnaire

The place of meeting for the 1925 Convention will be decided at the Mid-Winter Business Meeting to be held in Chicago sometime after the first of the year. After a motion and vote at the convention, it was left to the Executive Committee to select the time and place. There was a great deal of expression to hold it some place in the West and Northwest and Yellowstone Park was advanced; in fact we were invited to meet there by Orval M. Fox of Idaho, who had the backing and support of the states of the Northwest.

Others expressed the desire to meet in some nearby place where the convention could have its business sessions and the visitors then proceed to Yellowstone and other places for side trips. Denver was thought of as logical, with its mountain parks and scenery and the closeness of Colorado Springs and the Pike's Peak Region which could be included at no additional railroad fare.

This also brought the thought that Estes Park with its fine facilities afforded a good meeting place.

Much can be said for all of them. It is only a matter of choice. Yellowstone is a wonderful place, and provides a fine chance for sightseeing at the time of the meeting.

Estes Park has the scenery and sightseeing a-plenty and being run by private enterprise and having excellent hotels offers fine convention facilities in a place of out-door splendor.

Denver presents a logical and desirable place for a regular business convention in a city, with the other things close at hand, near to Estes, nearer to the Pike's Peak region and with its own mountain parks and region at its door.

Meeting in any of these three places will bring the time of the convention back to the old schedule—late August.

Low railroad rates will be in effect to any of the three as the summer tourists' rates to any of the three points are in effect from every part of the country and are the lowest made by the railroads.

The Executive Committee is collecting data and information and considering all three. Rates are being secured from the following points east and south: New York, Kansas City, St. Louis, Chicago, Houston. From the West: Seattle, San Francisco, Los Angeles.

In addition, rates will also be quoted to the coast, both for direct trips to either Seattle, San Francisco, and Los Angeles, and also for the circle trip to Seattle and on down the coast and back to the starting point in the east.

The fare from these eastern points to the coast is but a few dollars more than to Yellowstone, Denver or Estes Park.

These summer tourists' fares also provide for stop-overs at any and all points to and from and are the most liberal and flexible offer made by the railroads.

The Executive Committee desires to know where the membership wants to meet and is accordingly going to put it to a vote.

At some time in the near future a questionnaire will be sent out explaining the whole matter, giving comparative rates from the seven places mentioned above and to the three places under consideration.

You will be asked to express a preference. By doing it and sending it in promptly, you will materially assist the committee in making a decision for the place of meeting of the 1925 Convention.

GOLDING FAIRFIELD ELECTED PRESIDENT OF TITLE EXAMINERS ASSOCIATION.

Golding Fairfield, Title Officer, Title Guaranty Co., Denver, Colo., was elected President of the Examiners' Section.

Mr. Fairfield has been a member of the Examiners' Section for some time now and has attended all of the association meetings of the past two years. He has been greatly interested in the association work, is an authority on

title matters and will make an able successor to Henry Fehrman.

George E. Luther, Secretary.

George E. Luther, of Jackson, Michigan, one of the popular men among association members and the title fraternity generally was selected as Secretary of the Examiners' Section.

INTERESTING PLAN FOR ABSTRACT CONTEST.

Kansas Association Adopts Really Practical Idea for Conduct.

Profiting by the experience of former years in the handling of its Best Abstract Contest as part of its convention, the Kansas Title Association announces the following plan for next year.

A committee of three was appointed by the incoming president. This Committee is to work out the details and prepare the plans and prescribe the final and formal rules of a Prize Abstract Contest for the 1925 Convention, along the following ideas.

A set of instruments comprising a complete chain of title with a beginning of some government grant and having a sufficient variety of instruments and conveyances to make a real title, is to be prepared in quantity.

Also one court file of a District Court Case (foreclosure) and some Probate Court Case to be included.

Contestants will purchase a set of these instruments from the Association for a nominal figure, temporarily set at \$5 and from the fund so secured, prizes to be awarded as follows:

Contestant to send statement for the compilations of the abstract on his regular schedule of charges and winner of First Prize to be paid the amount of his charges, and to also be given a silver cup for permanent trophy.

No one will be awarded the prize who is not in attendance at the convention.

No one can enter the contest who is not a member in good standing.

This will make for uniformity, will give everyone an even chance and should make a mighty interesting contest.

Roster, 1925, Officials and Committees, The American Title Association

GENERAL ORGANIZATION.

Frederick P. Condit, President.....	New York City
Vice President, Title Guarantee & Trust Co., 176 Broadway.	
Henry J. Fehrman, Vice President.....	Omaha, Neb.
Attorney, Peters Trust Co.	
J. W. Woodford, Treasurer.....	Tulsa, Okla.
Vice President, Title Guarantee & Trust Co.	
Richard B. Hall, Executive Secretary.....	Hutchinson, Kans.
President, The Hall Abstract & Title Co.	

EXECUTIVE COMMITTEE.

General Organization.

Henry J. Fehrman, Chairman (the Vice President).....	Omaha, Neb.
Attorney, Peters Trust Co.	
Frederick P. Condit (the President).....	New York City
Vice President, Title Guarantee & Trust Co., 176 Broadway.	
J. W. Woodford (the Treasurer).....	Tulsa, Okla.
Vice President, Title Guarantee & Trust Co.	
Donzel Stoney (President Title Insurance Section).....	San Francisco, Cal.
Manager, Title Insurance & Guaranty Co.	
Golding Fairfield (President, Title Examiners Section).....	Denver, Colo.
Title Officer & Attorney, Title Guaranty Co.	
George E. Wedthoff (Retiring President).....	Bay City, Mich.
Treasurer, Northern Title & Trust Co.	
P. W. Allen (Term ending 1925).....	Greeley, Colo.
President, Weld County Abstract & Investment Co.	
J. P. Durkin (Term ending 1925).....	Peoria, Ill.
President, Title & Trust Co.	
M. P. Bouslog (Term ending 1926).....	New Orleans, La.
Vice President, Mgr., Union Title Guaranty Co.	
J. M. Whitsett (Term ending 1926).....	Nashville, Tenn.
Manager, Guaranty Title Trust Co.	
Walter M. Daly (Term ending 1926).....	Portland, Ore.
Vice President, Title & Trust Co.	

TITLE INSURANCE SECTION.

Officers.

Donzel Stoney, President.....	San Francisco, Cal.
Manager, Title Insurance & Guaranty Co.	
W. J. Davis, Vice President.....	Atlanta, Ga.
President, Atlanta Title & Trust Co.	
Wellington J. Snyder, Secretary.....	Philadelphia, Pa.
Title Officer, North Philadelphia Trust Co.	

EXECUTIVE COMMITTEE.

Cornelius Doremus, President.....	Ridgewood, N. J.
President Fidelity Title & Mortgage Guaranty Co.	
C. E. Lambert, President.....	Rockville, Ind.
President Lambert Title Co.	
Edwin H. Lindow, Vice President.....	Detroit, Mich.
Vice President Union Title & Guaranty Co.	
E. C. Oggel, Vice President.....	Seattle, Wash.
Title Officer, Washington Title Insurance Co.	
Jarvin Haines, Vice President.....	Des Moines, Ia.
Manager Title Dept., Southern Surety Co.	

TITLE EXAMINERS' SECTION.

Golding Fairfield, President.....	Denver, Colo.
Title Officer and Attorney, Title Guaranty Co.	
George E. Luther, Secretary.....	Jackson, Mich.
Attorney.	
Leslie H. Norris, Member Executive Committee.....	Oklahoma City, Okla.
Attorney, Gum Bros.	

COMMITTEE ON CO-OPERATION.

"The Committee on Co-operation shall work and cooperate with such bodies as the American Bar Association,

the National Association of Real Estate Exchange, and the Commissioners of Uniform Laws, or with committees from similar bodies with the purpose of securing uniform action by the several associations to promote good legislation, to prevent bad legislation, and to the end that security of land titles and the facility of their transfer, may be performed to the highest possible degree." Sec. 5 of Constitution.

Kenneth E. Rice, Chairman.....	Chicago, Ill.
Vice President & Escrow Officer, Chicago Title & Trust Co.	
T. W. Blackburn.....	Omaha, Neb.
Counsel, American Life Convention.	
Jesse P. Crump.....	Kansas City, Mo.
Vice President, Kansas City Title & Trust Co.	
E. C. Oggel.....	Seattle, Wash.
Vice President, Seattle Title Trust Co.	
W. L. Rogers.....	Louisville, Ky.
Counsel, Federal Land Bank.	
W. H. Pryor.....	Duluth, Minn.
Pryor Abstract Co.	
Edward O. Clark.....	Newark, N. J.
Counsel, Prudential Insurance Co.	

JUDICIARY COMMITTEE.

"The Judiciary Committee shall investigate and make report on decisions which may have been rendered in the Federal and Courts of Last Resort in the various states, relating to the duties, liabilities and responsibilities of abstracters, title examiners and insurers of land titles and other title matters. Such report shall cover the period of the year previous to the time of the making the same." Sec. 7 of Constitution.

Chas. C. White, Chairman.....	Cleveland, O.
Title Officer, Land Title Abstract & Trust Co.	
Clarence A. Coolidge.....	Chicago, Ill.
Attorney, Chicago Title & Trust Co.; for Northeastern Reporter, includes states of New York, Massachusetts, Illinois, Indiana, and Ohio.	
Edward C. Wyckoff.....	Newark, N. J.
Asst. Title Officer, Fidelity Union Title & Mtg., Guar. Co.; for Atlantic Reporter, includes states of Maine, New Hampshire, Vermont, Rhode Island, Connecticut, New Jersey, Pennsylvania, Delaware, and Maryland.	
E. J. Carroll.....	Davenport, Ia.
Attorney, Davenport Abstract Co.; for Northwestern Reporter, includes states of Michigan, Wisconsin, Minnesota, Iowa, Nebraska, North and South Dakota.	
E. C. Oggel.....	Seattle, Wash.
Vice President & Title Officer, Seattle Title Trust Co.; for Pacific Reporter, includes states of California, Oregon, Kansas, Colorado, Nevada, Montana, Wyoming, Washington, Idaho, Arizona, Utah, New Mexico and Oklahoma.	
Frederic S. Jones.....	Richmond, Va.
Vice President & Counsel, Title Insurance Co. of Richmond; for Southeastern Reporter, includes states of Virginia, West Virginia, North Carolina, South Carolina, and Georgia.	
M. P. Bouslog.....	New Orleans, La.
Vice President & Manager, Union Title Guaranty Co.; for Southern Reporter, includes states of Florida, Alabama, Mississippi and Louisiana.	
McCune Gill.....	St. Louis, Mo.
Vice President & Title Officer, Title Guaranty & Trust Co.; for Southwestern Reporter, includes states of Kentucky, Tennessee, Arkansas, Missouri, and Texas.	
William Webb.....	Bridgeport, Conn.
Vice President & Title Office, Bridgeport Land and Title Co.; for Supreme Court Reporter, includes all decisions rendered by the United States Supreme Court.	

COMMITTEE ON PUBLICATION.

Frederick P. Condit (the President).....New York City
 George E. Wedthoff (the Retiring President).....
 Bay City, Mich.
 Richard B. Hall (the Executive Secretary).....
 Hutchinson, Kans.

PROGRAM COMMITTEE, 1925 CONVENTION.

Frederick P. Condit (the President), Chairman.....
 New York City
 Donzel Stoney (President, Title Insurance Section)
 San Francisco, Cal.
 Golding Fairfield (President Title Examiners Section)
 Denver, Colo.
 Mildred A. Vogel (for Abstracters).....El Paso, Tex.
 (Mgr. Stewart Title Company)

General Chairman, Sectional Conferences.

Paul D. Jones.....Cleveland, O.
 Vice President, The Guarantee Title & Trust Co.

LEGISLATIVE COMMITTEE.

"The Legislative Committee shall, with the consent or authority of the Executive Committee, have power to act with regard to legislation pending before the Federal Congress, and the several state legislatures, on matters affecting the interests of abstracters and title men, rendering such assistance as shall be in the interest of title men generally, to promote or oppose.

"The Legislative Committee shall also submit, as a part of its report at each annual meeting of the association, a brief report of such acts or proposed acts of Congress and the several state legislatures passed since the next preceding convention, affecting titles to real estate, as the Committees shall deem of general interest to title men. It shall be the duty of the Vice-President of each state association appointed by the President for the purpose, in each state having no state association, to furnish the Chairman of the Legislative Committee, not less than sixty days prior to each convention, with such a report for his state." Sec. 8 of Constitution.

H. R. Chittick, General Chairman.....New York City
 Solicitor Lawyers, Title & Trust Co., 160 Broadway.

District No. 1.

New York—Herbert J. Feehan, Chairman.....Albany
 Vice President, U. S. Abstract & Surety Co.
 New Jersey—Clinton I. Evans.....Trenton
 Title Officer, Land Title Guarantee Co.
 Connecticut—Chester Montgomery.....Stamford
 Secretary, Western Connecticut Title & Mortgage Co.
 Rhode Island—Ivory Littlefield.....Providence
 Vice President, Title Guarantee Co.
 Massachusetts—Frank Aucher.....Springfield
 Attorney, 447 Court Square Bldg.

District No. 2.

Pennsylvania—William A. Gretzinger, Chairman.....
 Philadelphia
 Title Officer, Republic Trust Co.
 Virginia—Jas. B. Botts.....Roanoke
 Sec'y.-Treas., Title Guarantee Trust & Savings Bank
 West Virginia—George E. Price.....Charlestown
 Atty., George Washington Life Insurance Co.

District No. 3.

Florida—Edward A. Nash, Chairman.....Miami
 Secretary, Security Abstract Co.
 Georgia—Roy C. Calhoun.....Atlanta
 Attorney, Atlanta Title & Trust Co.
 South Carolina—Charles H. Barron.....Columbia
 Attorney, Liberty National Bank Bldg.
 North Carolina—Joseph L. Cockerham.....Raleigh
 Attorney, Atlanta Joint Stock Land Bank.

District No. 4.

Tennessee—J. R. West, Chairman.....Nashville
 Vice President-Examiner, Guaranty Title & Trust Co.
 Kentucky—Chas. A. Haeberle.....Louisville
 Vice President, Louisville Title Co.
 Indiana—Walter S. Coppage.....Crawfordsville
 Coppage and Swearingen.

Ohio—Arthur C. Longbrake.....Toledo
 President, Real Estate Abstract Co.

District No. 5.

Louisiana—A. M. Mayo, Chairman.....Lake Charles
 President, Mayo Title Co.
 Alabama—Paul Savage.....Birmingham
 President, Alabama Title & Trust Co.
 Mississippi—W. R. Barber.....Gulfport
 Secretary, Mississippi Abstract & Title Guarantee Co.

District No. 6.

Missouri—Guy C. Gibbs, Chairman.....Springfield
 Secretary-Treasurer, Land Title Co.
 Illinois—J. K. Payton.....Springfield
 President, Sangamon County Abstract Co.
 Arkansas—M. B. Brewer.....Texarkana
 Vice President, Security Mortgage Co.

District No. 7.

North Dakota—A. J. Arnot, Chairman.....Bismarck
 President, Burleigh County Abstract Co.
 Minnesota—W. S. Jenkins.....Minneapolis
 Secretary, Real Estate Title Insurance Co.
 Wisconsin—W. E. Furlong.....Milwaukee
 Attorney, Northwestern Mutual Life Insurance Co.
 Michigan—Lloyd L. Axford.....Detroit
 Special Counsel, Union Title & Guarantee Co.

District No. 8.

Nebraska—Verne Hedge, Chairman.....Lincoln
 Iowa—Cyrus B. Hillis.....Des Moines
 Secretary, Des Moines Title Co.
 South Dakota—R. G. Williams.....Watertown
 President, Southwick Abstract Co.
 Wyoming—Osmer E. Smith, Attorney.....Cheyenne

District No. 9.

Oklahoma—Ray McLain, Chairman.....Oklahoma City
 Vice President, American National Co.
 Kansas—C. C. Porter.....Russell Springs
 Colorado—J. G. Houston.....Denver, Colo.
 Vice President, Title Guaranty Co.
 New Mexico—J. M. Avery, Hayward Agency.....Santa Fe

District No. 10.

Texas—Tom Dilworth, Chairman.....Waco
 President and Attorney, Dilworth Abstract Co.

District No. 11.

Arizona—F. M. Coggins, Chairman.....Phoenix
 President, Coggins Title Co.
 California—Ross M. Pierce.....Sacramento
 President, Pierce-Bosquit Abstract & Title Co.
 Utah—Alex E. Carr.....Salt Lake City
 Nevada—A. A. Hinman.....Las Vegas
 President, Title & Trust Co. of Nevada.

District No. 12.

Washington—Charleton L. Hall, Chairman.....Seattle
 Secretary, Seattle Title Trust Co.
 Oregon—L. M. Hicks.....Salem
 Montana—C. E. Hubbard.....Great Falls
 Idaho—Orval M. Fox.....Pocatello

MEMBERSHIP COMMITTEE.

"The duties of the Committee on Membership and Organization shall be to obtain new members and assist in the organization of state associations in the different states." Sec. 6 of the Constitution.

Roy S. Johnson, Chairman.....Newkirk, Okla.
 (Secretary, Albright Title & Investment Co.)

The Presidents and Secretaries of the State Associations are the other members of this committee.

SPECIAL COMMITTEE ON FORMATION OF ABSTRACTERS' SECTION.

(This special committee was appointed at the Convention of 1924 to consider advisability of and plans for the formation of an Abstracters Section, and to report at the Mid-Winter Meeting to be held in Chicago in February, 1925.)

J. R. Morgan, Chairman.....Kokomo, Ind.
 Lewis D. Fox.....Fort Worth, Tex.
 President, Home Abstract Co.
 John H. Green, Pyle Abstract Co.....Painesville, O.

(Continued on next page.)

COMMITTEE ON BY-LAWS AND CONSTITUTION.

(Appointed at 1924 Convention, and continued through year to act at 1925 convention too.)

- M. P. Bouslog, Chairman.....New Orleans, La.
(Vice President and Manager, Union Title Guarantee Company.)
- E. C. Oggel.....Seattle, Wash.
(Vice President, Title Officer, Washington Title Insurance Co.)
- Henry R. Chittick.....New York City
(Solicitor, Lawyers Title & Trust Co.)

C. E. Chappell.....Charlotte, Mich.
(Eaton County Abstract Co.)

SPECIAL COMMITTEE ON ADVERTISING.

(This is a special committee, appointed to collect data, study, prepare and recommend ways and means for advertising for abstracters and the abstract business.)

- Ray McLain, Chairman.....Oklahoma City, Okla.
(Manager, The American National Co.)
- Guy C. Gibbs.....Springfield, Mo.
(President, The Land Title Co.)
- Jno. N. Ellyson.....Georgetown, Tex.
(Manager, The Guarantee Abstract Co.)

Recent Court Decisions On Title Matters

MORTGAGES, INSURANCE.—Insurance is forfeited if not transferred when contract of sale or earnest money receipt is given and money and deeds are placed in escrow; (but not if sale is to mortgagee in satisfaction of mortgage and policy has clause attached.) (Russell vs. Home Insurance Co., 262 S. W. 385).

MORTGAGES, FORECLOSURE.—A foreclosure suit where rights and interests of parties are to be adjusted by court is in equity and not at law under statute. (Northern vs. Company, 262 S. W. 437).

WILLS, ACCELERATION.—Where a testator gives a life estate to the widow with vested remainder to children, "to be divided" at widow's death and the widow renounces the will and takes dower, the remainders do not accelerate and a partition suit is void. (This appears to be a very strained construction of the word "divide.") (Crossan vs. Crossan, 262 S. W. 701).

DEEDS, BLANKS.—Where land is conveyed to husband and wife, and the husband alone signs a blank printed form of warranty deed which is later filled in by a real estate agent, the signature of the wife having previously been forged, the whole deed is void as to both husband and wife, and even as against an innocent purchaser for value. (Samuel vs. Frederick, 262 S. W. 713).

QUIET TITLE, UNKNOWN PARTIES.—A suit to quit title brought by one tenant in common against another who is not barred by limitation and who is described as unknown when he is known, is void. (Mirick vs. Booten, 262 S. W. 1038).

(The court states that a decree to quit title under 1919 R. S. 1978 can be set aside by appearance of parties pursuant to 1919 R. S. 1978 within two years but this reasoning is erroneous as Section 1978 applies to an entirely different proceeding. (See Miller vs. Boulware, 267 Mo. 487 and Acts 1873, pages 49 to 51).

WILLS—HOLOGRAPHIC.—A holographic will, or one written by the testator in his own handwriting but without witness is void in Missouri as to real estate even though valid in the state where the testator lived, and this was not changed by the Acts of 1917 and 1919. Such a will is valid as to personal property—query as to leaseholds. (White vs. Greenway, 263 S. W. 104—Missouri).

DIVORCE—REAL ESTATE.—A decree of court in a divorce suit, whereby certain real estate of the husband was set over to the wife in lieu of alimony is void because divorce courts has no jurisdiction to determine the property rights of husband and wife. (Watts vs. Watts, 263 S. W. 421—Missouri).

VENDOR AND PURCHASER—ILL.—Where one has abandoned a contract for purchase of real estate and has delivered up possession of the property, pursuant to his declaration that he cannot carry it out, he is not entitled to specific performance of the contract, even though he afterwards refuses to turn over the contract and places it of record. He must show at all times that he has been ready, willing and able to perform the contract on his part. (King vs. Walrath, 145 N. E. 95).

FOREIGN WILL—FILED IN RECORDER'S OFFICE VOID.—Abstract showing authenticated copy of will proved in another state, filed in the office of the Recorder of Deeds instead of in the office of the Clerk of the Probate Court as required by Statute, was not sufficient to show title in Vendor. (Cobb et al, vs. Willreth, 144 N. E. 834).

DEEDS—LOST INSTRUMENT.—A lost deed can be established by a degree of court. (Blake vs. Marshall, 264 S. W. 116—Texas).

INSANE PERSON, EXECUTION SALE.—An execution sale against an insane person under guardian is void as the proceedings to sell should be in the Probate Court. (Hanson vs. Bank, 264 S. W. 144—Texas).

HUSBAND AND WIFE, EXECUTION SALE. An execution sale against a husband owning property in his own name is void if the property was bought with the money of the wife and the execution purchaser knew of that fact. (Penman vs. Blount, 264 S. W. 169—Texas).

BANKRUPTCY—REMAINDER.—Any remainder that can be sold (such as a vested remainder) will pass to the trustee in bankruptcy—of the remaindermen. (Hughes vs. Beall, 264 S. W. 171—Texas).

MORTGAGES—FORECLOSURE.—Foreclosure of mortgage, where property is bought in by mortgage and then conveyed to mortgagor, does not cut out junior encumbrances or conveyances such as a contract to sell. (Townsend vs. Seber, 264 S. W. 211—Texas).

PARTITION—DESCRIPTION IN PETITION.—A particular sale was upheld even though part of the land ordered sold was not described in the petition as the order of sale amounted to an amendment of the petition. (Britton vs. Meriwether, 265 S. W. 364—Arkansas).

WILLS—PROOF BY ONE WITNESS.—In Kentucky all wills (not holographic) must be attested by two witnesses, but can be proved on the testimony of only one of the witnesses. (Tackett vs. Tackett, 265 S. W. 336—Kentucky).

OIL AND GAS—STATUTE OF FRAUDS.—Oils and gas in the ground are real property and must be conveyed and the lease assigned by written instrument under the Statute of Frauds the same as land. (Kentucky Oil Co. vs. Cuples, 265 S. W. 334 Kentucky).

MORTGAGES—FORECLOSURE.—The real owner of the debt and the trustee in the deed of trust are necessary parties plaintiff in suit to foreclose. (Beloate vs. N. E. S. Co., 265 S. W. 83—Arkansas).

SCHOOL LANDS—SALE.—In Arkansas, the title to Section 16 vests in the State and can be sold and title is good even though provision as to distribution of proceeds might be unconstitutional. (Brooks vs. Wilson, 265 S. W. 53—Arkansas).

LIFE ESTATES—OIL LEASE.—Where land is owned by a life tenant and a remainderman, neither can make a valid oil lease without the other's consent. (Meridith vs. Meridith, 264 S. W. 1109—Kentucky).

TITLE INSURANCE WITH REFERENCE TO INDIAN TITLES.

By Randolph Shirk.

(A member of the firm of Randolph, Haver & Shirk, Tulsa, Okla., and counsel for the Title Guarantee & Trust Company of that city.)

Title insurance is so well-known and its utility so well understood that it is unnecessary to go into that phase of the subject at this time and we are only particularly concerned with title insurance as it applies to titles in the eastern half of Oklahoma, that part of the state which was formerly Indian Territory.

In the older communities title insurance is frequently secured because of the increasing expense of preparing and examining an abstract containing transfers for one hundred fifty years. This situation does not prevail in old Indian Territory because, with the exception of the treaties conveying thousands of square miles of land, the conveyances only date back for about twenty years, but these twenty years are filled with treaties, statutes and court decisions, which must all be considered in passing on titles and unless an attorney has given these matters a great deal of thought and unless he has been educated with particular reference to these matters he is wholly unfit to intelligently pass upon the validity of a great many titles.

Indian Territory had no public lands. All of the land within the limits of old Indian Territory was conveyed by treaty to some one of the so-called five civilized tribes. Thereafter, by separate treaties between the United States and these tribes the land was allotted in severalty to the individual members of these tribes. A part of this land was allotted as a homestead and a part of it was allotted as surplus. At various times and under certain conditions the homestead might be conveyed by the allottee while the surplus was still restricted, and could only be conveyed with the approval of the Secretary of the Interior, while at other times the reverse of this proposition prevailed.

From time to time by Act of Congress the restrictions on the sale of the land by the allottees have been modified, amended, reimposed or removed, depending on whether the land was homestead or surplus and also depending on the quantum of Indian blood of the allottee.

In addition to these laws as to allotment and restrictions as to conveyance, the Creek nation had within a very few years four different laws of descent and distribution. The first one was contained in the Creek treaty which operated until 1902, at which time the laws of the State of Arkansas were extended to Indian Territory. This condition prevailed until 1907 when the Indian Territory and Oklahoma Territory were admitted as a state, at which time the laws of Oklahoma Territory were extended to include the old Indian Territory, and shortly after statehood, the legislature of the new state commenced to function and enacted a statute governing the descent and distribution of property.

One of the provisions of the treatise with the Creek nation was that only citizens of the Creek nation and their Creek descendants shall inherit lands of the Creek nation. Because this was a treaty provision our Oklahoma courts for some time held that it superseded the Oklahoma statute of descent and distribution so far as the allotments of Creek Indians were concerned, and we therefore had the anomalous situation of two laws of descent and distribution going down hand in hand covering a large part of the lands of Oklahoma, and also the delightful situation that part of the estate of a deceased Indian might descend in accordance with the Creek treaty and part might descend in accordance with statutes.

The courts were frequently called upon to interpret these various acts and treaties. It has always been the theory of our government that the Indian tribes, at least those in the Indian Territory, were independent nations with whom treaties were entered into, under which treaties property rights had been acquired and the courts have therefore made repeated efforts to read the Creek agreement with the Arkansas laws, and the statutes which were afterward in force and thus evolve a law of descent and distribution in conformity with the treaty rights and the subsequent Acts of Congress and the supplemental treaties.

Until about 1916 the condition of a great many titles was more or less chaotic but because of the decisions by the Supreme Court of the United States which were handed down about that time there are but few titles which cannot now be intelligently passed upon by one who is thoroughly familiar with the treaties, the statutes and court decisions.

The courts have not only regarded the Indian tribes or nations as independent sovereignties with whom treaties were entered into but they have also regarded the individual members of those tribes as wards of the government and in many instances they have refused to follow the usual rules of construction of a statute and have sometimes traveled a long distance to protect the Indian from his own acts.

In 1898 the government commenced to enroll all of the Indians who were members of the five civilized tribes. This enrollment was very complete in that it gave the name of the Indian, the names of the father and mother, and the quantum of Indian blood and the age as nearly as could be ascertained. For a long time this roll was not a public record and no one was entitled to examine it. The consequence was that one never knew whether he was dealing with an Indian whose restrictions had been removed in whole or in part or whether he was dealing with a citizen who could not dispose of or encumber his lands. Eventually this roll was made a public record and the government printed copies thereof.

For some time the age of the allottees as shown by the rolls was the presumptive age of the allottee, but it soon developed that the Indians were able to move their ages backward and forward as might suit their convenience and to remedy this

situation Congress finally passed an act making the rolls conclusive evidence as to the age and quantum of blood. This has resulted in amusing situations where the government clerk in preparing the roll, copying the information from other sources, would make a mistake in the age of some individual, and there are several cases of Indian citizens who are now probably forty or forty-five years of age who under the Act of Congress and under the information given in the roll are legally minors.

In examining an abstract the first information secured is the age and the quantum of Indian blood of the allottee. With this information one who is familiar with the situation as to treaties, statutes and decisions can then determine if the allottee was capable of conveying the land on the date when he executed his deed. It is not at all unusual for an abstract to contain reference to fifteen or twenty deeds executed by the allottee at various times and it is then a question as to which one, if any, of these deeds is valid.

Because of the situation in reference to the law of descent and distribution which we have referred to above it is of course necessary in the case of deeds executed by heirs of a deceased allottee to first establish the actual date of the death of the allottee and this is sometimes impossible to establish by any satisfactory proof or evidence. In some instances if the Indian died one day sooner or later the heirs would perhaps not be the same individuals as those who executed the deed, and in some instances if they did inherit an interest in the land it would be an entirely different interest from that which they would have inherited had the ancestor died one day sooner or later.

I very well remember the case of one Cherokee freeman who had eleven children, each one of whom, of course, had an allotment in the Cherokee nation, and each of these allotments was at the time regarded as valuable for oil and gas purposes, and the old white-headed father—who, by the way, was a preacher—seems to have had more than his share of troubles, for he told prospective lessees that each one of these eleven children had died, and with tears streaming down his furrowed cheeks he conducted them to the family burial ground where one could see twelve graves, each marked by an appropriate tombstone, with the name of his wife or one of the children properly engraved on each stone, together with the dates of their birth and death. This was considered at the time as ample evidence, and the old darkey had no trouble in leasing the lands, as he was the sole heir, the children having all died in infancy. It afterwards developed, however, that the wife and all the children were alive and temporarily residing in a town in Oklahoma under an assumed name.

In addition to our various laws of descent and distribution we have also had three different statutes covering the probate proceedings in the sale of lands of minors; the Arkansas statutes, the Oklahoma statutes, and the Oklahoma Territory statutes. We find that many

of the attorneys and judges were unable to keep up with these changes and in some instances attorneys moving to Indian Territory from other jurisdictions brought their old procedure with them and continued to use it.

The Title Insurance Company, insuring titles to lands in eastern Oklahoma can make a very thorough investigation of the facts in reference to the date of the birth and the date of the death of the individuals appearing in the chain of title and the names, ages and relationship of their heirs. And because of the thoroughness of this investigation and the facts which can be ascertained through avenues which are perhaps not always open to the ordinary attorney, we are able frequently to insure titles which appear irregular on their face and the business of title insurance is increasing very rapidly as the property owners become more and more convinced of the value to them of a title policy.

Happily, most of the questions and objections above noted have now been definitely settled. There are some titles which the record owner has for years believed to be perfectly good which are absolutely worthless and in many instances these can be corrected. There are some titles which we will not insure, but the great majority of titles are of course

insurable because they are as perfect as any titles in the United States.

As stated above, however, the land laws applicable to old Indian Territory are generally local in their nature. The treaties with each one of the five civilized tribes are different from any of those entered into with any of the others and an examination of an abstract to be of any value should be made by an attorney who is thoroughly familiar with all these local laws and the local situation generally. And when this kind of an examination of the title has been made and the additional information secured by the title company and the title is then insured by a solvent corporation, the owner thereof finds that he is much more fortunately situated than our other land owners who have failed to take these precautions.

In the race of life the chief essential is to keep agoing. Speed counts for little if you are not capable of the steady run.

Broken promises are like broken dishes—usually unrepairable; and when they can be repaired, they are never as good as new.

DO YOU WANT TO KNOW WHY YOU SHOULD BELONG TO THE ASSOCIATION?

If so, read this. Some time ago the Secretary of the Montana Title Association sent out a call for the annual dues, and incidently asked if the members thought it worth while, and if they felt the associations, both state and national were worth while, and if they got value received for the dues paid thereto.

The following letter was received by Mr. C. E. Hubbard, of The Hubbard Abstract Co., and Secretary of the Montana Association:

"We are heartily in favor of keeping up our State Association and we are equally as strong for the up-keep of our membership in the National Organization. We are ready to send in our dues to the State Association at any time when called for. The abstracter that thinks he cannot afford to pay the trifle sum of \$12 annually as dues particularly when that amount includes both State and National Association dues, he certainly cannot afford to be in the abstract business either and should make hasty arrangements to get out of the game for good and all times.

"As for the abstracters in our state, who are not now members of our state association, we have to say, that in our opinion, they are not progressive abstracters and certainly cannot be materially interested in the profession at large, nor in their own business in particular and have doubtless dropped into a wrong channel in choosing their enterprise. While through their neglect, or refusal to affiliate themselves with the association, the profession suffers to some extent yet we feel sure that the individual abstracter who overlooks the privilege of membership in the association, sooner or later, will stand to suffer a more material loss, through his penurious and egotistical sense of economy. If our State Association and its members, or the Abstracters fraternity and its devotees prefer to remain in an undisturbed rut, personifying "dead-heads," then it is their privilege to drop payment of dues, allow the State Association to die a natural but rotten death, forget the National Association and fall into a general stupefaction with the appeasement of mind that to them the profession has been only an illusion. That kind of abstracters, or citizens in any line of business for that matter, do not appeal very strong to us. We not only conscientiously believe, but we know to a certainty, that every dollar that we put into either the State, or the National Association, will bring us vast more in the line of stabilizing our profession and adjusting our difficulties and perplex problems than can any other mode of expenditure do for us for the same purpose, that we can think of. So far as our company is concerned, we are willing, if necessary to contribute a



GOLDING FAIRFIELD,
Title Officer, Title Guaranty Co., Denver, Colo. President Title Examiners' Section, 1924-1925.

hundred dollars a year to the State Association, if by so doing that association will only get busy and function by holding meetings at least once each year and oftener, if found advisable, for the assimilation of the profession.

"We believe in getting our members together often, for the purpose of exchanging views and ideas of common interest in the line of our service to the public; for the compilation of Title history under uniform methods and at reasonable and uniform fees for whatever service we may render to the public. We also believe in eliminating from our profession some of the rot and bunk now being imposed upon us in the form of requests for 'cheap information' rendered under various heads, such as letter reports, record searches and pencil abstracts, where little, or no less fees are expected to be paid by the solicitor of this kind of service.

"In our opinion, this 'cheap information' service will soon put all Montana Abstracters out of business, if the abstracters, themselves, do not first exercise their prerogative in refusing to render such service. As for this Company, we are glad to state, that we have absolutely discontinued the making of 'pencil abstracts' and so-called 'letter reports' for foreclosure purposes.

We feel that where a person, or a mortgage company is interested in a title, but cannot afford to secure and pay for a certified abstract or continuation of a certified abstract, when he needs it, his interest is too small to interest us, or else he is so 'cheap' that we do not care to cater to his line of business.

"All these things and many other matters of vital importance to our profession can best be rectified and adjusted through regular association meetings each year. By getting together as a solid body, in co-operation and concentrated efforts towards the end that we give better service to the public and stimulating dignity in our profession, rather than reducing it to a proposition where we are generally looked upon as 'cheap hirelings' to anybody at any price, or paltry compensation that they may feel free to offer.

"There is plenty of work for GOOD Abstracters in this state of ours; there is going to be a whole lot more of it in the future, and we are not going to have occasion to complain of having time hang heavy on our hands, if we prove ourselves worthy of the dignity of our profession through our good and efficient service at all times, but we must forget the erroneous idea, entertained by a number of our contemporaries, that we are in a way in duty

bound to grant charitable or cheap services, which are entirely outside of our real line of regular abstract work, just for the mere privilege of existing in business, as the privilege at that figure is not worth the price. If to the public eye, our profession has the appearance of a sham and commands little consideration and less respect, we alone are to be blamed for that condition and it is up to us to correct it, as the public will never do that for us so long as we permit ourselves to be used as ordinary 'roust-a-bouts' around the court house, for the benefit and profit of those who see fit to use us for that purpose, rather than that of professional servants who have attained efficient and requisite knowledge of their profession, only through long years of hard training, constant application and practical experience.

"We feel sure that the foregoing will give you a clear understanding relative to our sentiments concerning the necessity and urgency of keeping up both the State and the National Abstracters' Association."

JUDGE D. E. STONER PASSES AWAY.

Judge Stoner of Kansas City, Mo., passed away Friday, November 14, 1924, at his home. Although in failing health for years, and suffering frequent attacks that would temporarily make it necessary for him to rest for awhile, he always rallied, fought back and went at his work again. He was expecting to be and was scheduled to appear on the program of the Kansas Title Association at Hutchinson on the day of his death to conduct the annual Question Box. This is only mentioned to show the wonderful fighting spirit of this man who for years has been a great friend of the abstracters of his section and who kept active to the last.

He has worked with title men for years and in his experience as an examiner of Oklahoma, Missouri and Kansas titles for various companies, he always considered the abstracter's side, helped him and worked with him. He was their counselor and advisor, and it can be said that through his influence and constructive efforts, the abstract business advanced and prospered.

He was active in the work of the American Association and also of the Kansas and Missouri state organization, although he was adopted or taken almost exclusively by the Kansas Association who looked upon him as their god-father and no meeting was a complete one without the Judge conducting the Question Box.

Judge Stoner was never happier than when he could help some titleman. They could go to him for advice, for help, and counsel and it was willingly given.

He was honored and respected by all, loved by many who knew him intimately. His was one of those noble and generous souls whose influence makes things better and his death is a loss and sadness to many.



GEORGE E. LUTHER,
Attorney, Jackson, Mich. Secretary,
Title Examiners Section 1924-1925.

NEWS OF THE TITLE WOMEN

Their Column

Edited by Mrs. M. B. Brewer, Texarkana, Ark.

Note: The pleasantness and success of the New Orleans Convention were so augmented by the number of ladies present, that it brought a realization of a number of things. Among them, that there are a great number of women in the title business, as assistants, as managers, as owners.

The number of ladies in attendance at the conventions has increased each year. Some of them are the wives of the titlemen present, others those actively engaged in the business. They are taking a part in the conduct and advancement of the title business throughout the country. They are efficient, successful and it seems to be a work to which they adapt themselves and find it pleasant and profitable.

So if you are one of the ladies working in the title business, know that you should be interested in the association, in its work and activities and that it is desired you should take a part in its existence and endeavors. Plan to attend the next National Convention.

Many things will be planned to make it especially interesting and pleasant for the fair attendants.

A part of the coming issues of Title News is therefore going to be devoted to bits of news about the women, and it is hoped to learn more of the part they are taking in the business, to interest them in the association and to become acquainted with each other.

This part will be edited by Mrs. Brewer, who generously consented to the task. It will be a help towards accomplishing the work if you would write to her of your work, about your place in the title world, and of any others you might know of.—[Editor.

Those of us, the wives and women delegates, attending the 18th annual convention of the American Title Association, held in New Orleans October 21-24, were indeed most fortunate.

New Orleans, a city of our South, known the world over as being so rich in history, beautiful in architecture; with avenues miles long shaded by

palms and trees; gardens with ever blooming flowers, and romance rare. We paused, overwhelmed by your beauty!

Four wonderful days there! Each hour of the day some pleasant surprise for us! All so perfectly planned by our charming hostesses—the wives of the officers of the Union Title Guarantee Company—Mesdames W. A. Tharpe, M. P. Bouslog, D. R. McGinnis, A. Hartman, J. Malochee, Joseph E. Friend, Harry Gamble.

Tuesday the opening day we were entertained at a luncheon in the Court Yard of the Patio Royal. In this house the World's greatest chess player, Paul Morphy, was born; also at one time it was the home of General Beauregard. Today the house is owned by a Sicilian merchant. The court yard is most picturesque; with vine-covered walls enclosing it and the masses of palms and ferns, flowers and magnolia trees and glittering fountains; with arch ways and post lamps adding more beauty. The covering of this court yard is heaven's own blue sky.

A delicious four-course luncheon was served in true French style to sixty-five wives and women delegates, Mrs. Mark Brewer, of Texarkana, presiding, introducing first, Mrs. Joseph E. Friend, of New Orleans, President of the Louisiana Federation of Woman's Clubs, who with charming words and real southern cordiality welcomed us.

Mrs. George E. Wedthoff, of Bay City, Michigan, wife of our President, responded in her charming manner on behalf of the ladies of the association.

Mrs. Harry Gamble, of the New Orleans Woman's Club, told us the history of the Patio Royal, Napoleon house, and many other interesting places.

The hostesses welcome was extended by Mrs. W. A. Tharpe, of New Orleans.

Mrs. J. L. Chapman, of Cleveland, Ohio, responded, expressing our appreciation for the welcome given us.

Mrs. John E. Potter, of Pittsburgh Pennsylvania, gave her interesting impressions of New Orleans, followed by Mrs. J. M. Dall, of Chicago, adding her words of praise of the city.

Our bride, Mrs. Charlie White, of Cleveland, Ohio, was next introduced into the ranks of the "wives of the association," responding with a few charming words.

Our babies, Jeannette Marie Diebel (seven months old) of Detroit, Michigan, and Betty June McLain (one year old) of Oklahoma City, smiled and talked to us in their baby language.

After lunch we were formed in groups, each hostess taking us to the most interesting places in the Vieux Carre de Ville (French Quarter). First to the St. Louis Cathedral, one of the oldest, marvelous in beauty, known the world over. The Cabildo was the old Spanish Court-House in colonial days, now a museum with many, many treasures. To the French Market, where we visited each section, seeing the fruits and vegetables from every land; fish and ever variety of sea food was displayed. Thence down the narrow



DONZEL STONEY,
Manager, Title Insurance & Guaranty
Co., San Francisco, Calif. President,
Title Insurance Section, 1924-1925.

streets to curio shops; stopping to admire beautiful court yards. Into some we were invited by the owners, which, indeed was a treat.

The evening was spent at the pictures, Orpheum or Tulane where Otis Skinner was playing "Sancho Panza."

Wednesday morning hours quickly passed as we visited and shopped in the department stores and attractive shops on Canal Street, where rich merchandise from our own country, the Orient and other countries was so temptingly and artistically displayed.

At noon all delegates, wives, host and hostesses lunched together at the Louisiane, another one of the famous French restaurants in the French Quarter, as the guests of the Association. During the hour a business session was had and presided over by Mark Brewer, Past President.

The afternoon was spent aboard the steamer "Susquehanna," first traveling for miles along the river front, seeing shipping docks and interesting and historical places, and ships of many other nations at anchor loading or unloading their cargoes. The boat passed into the Industrial Canal, built at a cost of twenty million dollars; through the locks and into beautiful Lake Ponchartrain, just at dusk we landed at West End, returning to New Orleans by special trains.

Mr. and Mrs. M. P. Bouslog, W. A. Tharpe, J. Malochee, were our hosts and hostesses on this delightful trip.

To our hosts and charming hostesses, Mr. and Mrs. M. P. Bouslog, Mr. and Mrs. W. A. Tharpe, Mr. and Mrs. D. R. McInnis, Mr. and Mrs. A. Hartman, Mr. and Mrs. J. Malochee, Mr. and Mrs. J. E. Friend, Mr. and Mrs. Harry Gamble, who so graciously served on the Entertainment and Reception Committees, devoting so much of their time and energies for our pleasure—well, our sincerest thanks to you.

Personal Sketches.

Mrs. J. L. Chapman of Cleveland, Ohio, Secretary of the Land Title, Abstract & Trust Company, has helped build four plants. Her present company has two hundred employes of which forty are lawyers and title examiners. Mrs. Chapman began her career as a copyist in the title department right after she finished school. Now she has entire charge of the Abstract Department. Other activities claim much of her valuable time. She is Vice President of the Delphian Society, First President of the Women's Savings and Loan Company, and now serves on the Executive Committee of that great financial institution. With all these duties and activities in business, Mrs. Chapman finds time to keep house and entertain her friends. One's

visit to Cleveland is not complete unless you visit in Mrs. Chapman's home, which is so beautiful—with its rare paintings and works of art. Mrs. Chapman sailed Saturday after the Convention for Havana for a week's vacation.

From the "border"—El Paso—comes Mildred Vogel, Manager of the Stewart Title Guaranty Company. There her work is very hard, indeed, as titles are most complicated, and many transfers are in Spanish. Last month Mrs. Vogel was the prize winner of \$10 in gold for the best address, "How to Increase the Revenue from Our Title Plants and Render Better Service," at the Texas Abstracters' Association meeting at San Antonio. Certainly was splendid, Mildred, and here is the hope that you will do the same thing next year. When Mildred invites us to El Paso, she says: "We are not as large a city as the others that have entertained you heretofore, but we have 'sunshine and Juarez.'"

Chas. C. White, of Cleveland, gave us a delightful surprise when he stepped off the train and said "Meet Mrs. White." Congratulations, Mr. White. Mrs. White is most charming and we are happy to welcome her. They sailed Saturday after the convention for Havana, for a pleasure trip and vacation.

Miss Pearl Koontz comes to us from Columbus, Kansas, owns and operates her own plant, located in the lead and zinc zone of Kansas. Her work is most interesting and to know her you know at once that she "knows her stuff." Miss Koontz is very active in other capacities, being manager of the Telephone Company; Secretary of the Columbus Country Club; Vice President of the Investors Savings Syndicate, of Kansas City, Kansas; Secretary of the Columbus Business and Professional Woman's Club; President of the High School Alumni.

With us again was our own Edyth Wilson, of McAlester, Oklahoma, owner and vice President of Pioneer Abstract Company. Among her many clients are those of the Five Civilized Tribes of Indians in the State. So well known is she to the Indians that they call on her for advice in all undertakings and matters of vital importance. Oklahoma abstracts are hard to compile as every little drop of Indian blood "tells a story all its own," and Miss Wilson knows every story perfectly.

For the first time, from the far west city of Santa Fe, New Mexico, comes the Avery-Bowman Company. Miss Avery and Miss Bowman were originally from Michigan. Miss Avery began her work in a real estate, abstract and insurance office. New Mexico's warm sunshine and wonderful climate gave Miss Bowman back her health. By the end of the first year they bought out the business and have one of the state's best abstract and title plants. Miss Avery has a federal appointment as a land office attorney, and is one of the Appraising Committee of the Mutual Building & Loan Company; State Director of the Business and Professional Woman's Club.



WM. J. DAVIS,
President, Atlanta Title & Trust Co.,
Atlanta, Ga. Vice President, Title Insurance Section, 1924-1925.

THE MISCELLANEOUS INDEX

Being a review of interesting matters presented to the Secretary's office

A unique and timely act was done by the Title Guarantee & Trust Co., Tulsa, Okla., in preparing the announcement, menus, etc., of a banquet given recently by the Tulsa Real Estate Board.

The announcement and menu were gotten up in an attractive reproduction of a title policy, guaranteeing the holder a good time, fine banquet and enjoyable program at the particular occasion.

Schedule "A" was the menu and program. Apparently there were no exceptions of any kind as the most generally essential Schedule "B" was entirely lacking.

Sometime ago John Henry Smith and Jesse P. Crump of the Kansas City Title & Trust Co. were asked to talk before one of the noon luncheons of the Kansas City Realtors Board, on the subject of title insurance. During the talks, the statement was made that a contingency might arise in a title which

an examining attorney, however careful he may be, would not be in a position to foresee from the abstract. Many inquiries were made about title insurance, its use and purposes, and particularly in regard to the remark mentioned above.

The title company therefore answered by sending out a very comprehensive letter to the realtors, telling of the many things title insurance protects against, such as fraud, insanity of grantor, grantor not of age, forgery, release of deed of trust by duplicate note, and explaining each by some happening of more or less renown occurring in Kansas City.

The last paragraph summed up title insurance as follows:

"It would be a very simple matter should a title insurance company insure only the record title; but when you take into consideration the fact that a real title insurance policy does not insure according to the record of some particular county you are the

owner of a given tract of land, but it insures you without reference to any records, that your title is good, subject only to whatever exceptions may be noted therein, then you must be forced to conclude that such policy affords greater protection to the holder thereof, than does the written opinion of an examiner who bases his opinion entirely upon the examination of the record title."

The Potter Title & Trust Company, Pittsburgh, is now comfortably installed in its fine new offices and banking rooms.

The Bank, Mortgage, Title and Trust Departments all have modern and adequate quarters and equipment.

The North Dakota Association undertook an admirable thing at its last convention when it decided to draft a Code of Ethics. President Dennis was wisely chosen as a committee of one to prepare it.

The association will also issue a state directory.

It is gratifying to note the number present at each National Convention who are members of the various classification clubs. Practically all of them are represented.

The Wagoner County Abstract Co., Wagoner, Okla., won the cup at this year's convention of the Oklahoma Association in the Best Abstract Contest. The trophy is a handsome one, presented by The Title Guarantee & Trust Co., Tulsa.

The winner seized upon the opportunity of using it as a fine publicity medium by having blotters made with a picture of the cup thereon and a statement that they had won it in the Better Abstract Contest conducted by the Association.

These blotters were distributed all over the county.

The Carlton Abstract Co. of Spirit Lake, Iowa, are believers of advertising and employ many mediums.

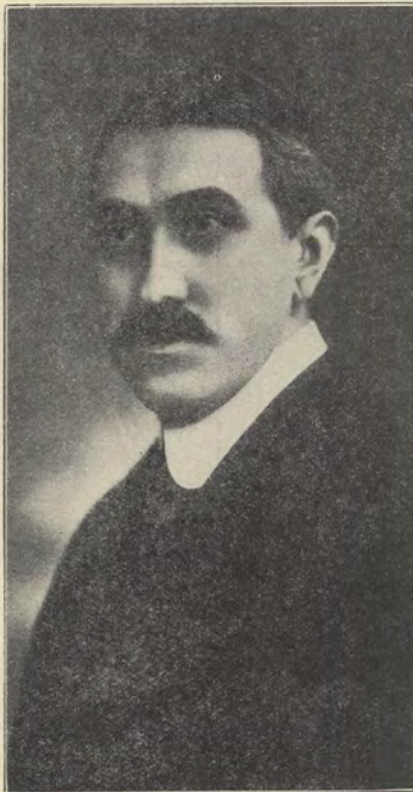
They likewise issued a blotter saying, "Millions of Dollars in Lands and Loan are invested on the evidence of the Abstracter as to the Safety of the Title. Consult a Title Man on Title Matters."

Worrall Wilson, former President of the Association, can probably boast of as many Presidencies as one man can bear at one time.

He is President of the Dime and Dollar Savings & Loan Association; of the Washington Title Insurance Co., and of the Seattle Title Trust Co.

Following closely upon this are a few Vice Presidencies, etc., but notably his recent election as Vice President of the Seattle Chamber of Commerce.

Mr. Wilson has not only been a most active business man, but has served his community in a most energetic way, serving as official and director in civic, business and classification clubs and organizations.



WELLINGTON J. SNYDER,
Title Officer, North Philadelphia Trust
Co., Philadelphia, Pa. Secretary, Title
Insurance Section, 1924-1925.

TITLE NEWS

Monthly Publication of

The American Title Association

Published monthly by Kable Brothers Company
as the official organ of the American
Title Association.

Publication Office Mount Morris, Ill.

EDITOR

Richard B. Hall, Hutchinson, Kansas.
The Hall Abstract Company

Entered as second class matter, December
25, 1921, at the post office at Mount Morris,
Illinois, under the act of March 3, 1879.

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DECEMBER, 1924.

Editorial Entries

Every State Association should try to get some kind of a regularly issued bulletin or news letter to its membership. This need not be elaborate nor issued too often, but something once in awhile. It can be done easily and at small cost and there is nothing that will stimulate interest and better the morale of a state organization than such a medium.

Many of the State Associations do it. Some issue a regular printed pamphlet. Others use a multigraphed or mimeographed one while others just issue a "news letter" now and then.

Those interested in their state organizations where this is not being done should keep it in mind, and try to bring such a thing into a reality.

The Oklahoma Association issues a regularly printed monthly bulletin containing news items and also current court decisions rendered by the state supreme court. Ray McLain of Oklahoma City is the Editor.

The Missouri Association issues a regular printed monthly digest of court

decisions. This is prepared by McCune of St. Louis.

The Texas Association gets out a multigraphed or mimeographed bulletin that contains a lot of very valuable and interesting things each month. It is issued by Tom Dilworth, President, Waco, who is setting a fine example as to the many things a state official can do towards making a successful state association. In addition this association has issued a fine directory, established and adopted a Code of Ethics to which the members must subscribe to and abide by.

The Kansas, Montana, North Dakota and Minnesota Associations issue "News Letters" every now and then.

The Indiana Association concentrates its energies on a booklet-bulletin gotten out one or more issues each year, but Charley Lambert, its editor, makes things count when he does produce one.

Other associations, including Missouri, Oklahoma, Kansas, Texas, Washington and Oregon issue directories of their members, and distribute them to loan companies, attorneys, real estate brokers, etc., throughout their state, calling attention to the organization and desirability of patronizing members thereof.

Practically all of the states issue a printed proceeding and report of their annual conventions.

All of these things are fine, are necessary to keep the organizations going, and the more they are done the better in every way.

The State Conventions are valuable things and more should attend them than do. Surely every man can get away for a few days once a year to attend the gathering of those from all over the state engaged in his business. Theodore Roosevelt said, "Every man owes at least a part of his time to the upbuilding of the profession to which he belongs." This is certainly true and everyone in a business should attend the annual meetings of his state business association.

The attendance at nearly all of the meetings last year was larger than usual and it is hoped they will continue to increase in numbers present this one.

The title business is being presented to the public in many ways. The work of the associations is one, the activities of those in the title business in community, "Classification" and the various civic, commercial, and fraternal bodies is another.

The title companies of the cities particularly have done a great deal of advertising, both in direct advertising matter and distribution of pamphlets, printed matters of all kinds and as a result nearly every one knows there is a title business, that men specialize in title work and know the functions of a title company.

A few years ago if one were asked the question as to his vocation and he replied, "an abstractor," he always had to explain what that meant. Rarely

does he have to explain now, when he replies, "an abstractor," "title examiner" or "in title work."

Another reason for the many people and the public becoming acquainted with our business is the vast number of home owners that have been born in the past few years. A person nowadays hardly becomes of age until he buys or sells a piece of real estate or borrows money on it and is therefore introduced to the fact that owning a property means to own the title and the first step in completing any transaction is the work of the title man.

This matter of impressing the public with the importance of having title matters handled by title specialists is one everybody in the title business should keep constantly in mind. "Consult a Title Man on Title Matters" should be a slogan, should be printed, talked, published and broadcast in every imaginable way.

When the public learns that, then much of the trouble with titles will be solved.

Advertising of losses and the prompt payment of same is the best advertising a title company can have. The title companies of the larger cities have annual losses running into the thousands of dollars, which proves that title insurance is real insurance; that there are losses in spite of everything and that the public has real protection and service in the title insurance companies.

Abstractors, too, have losses now and then, especially in the matter of taxes, obscure liens, etc. All just claims for losses should be paid and the fact broadcasted. It inspires a feeling of reliability and confidence in one's work.

"Over one-half the homes in the United States are owned by men who make less than \$2,000 a year," according to W. D. Carter, retiring president of the New York State League of Savings and Loan Associations. "It is estimated that approximately 90 per cent of those who build or buy a home do not pay for it outright at the start. Habits of thrift, economy and self-denial established and practiced in saving to meet the monthly payments by which the home is paid for are among the greatest benefits of owning a home."

One of the many practical and valuable things done by the National Association, and now almost forgotten was the printed book gotten out in 1918 giving "opinion of counsel relating to the question of whether premiums charged by guarantee policies issued by title insurance companies are taxable under the War Revenue Act of 1917."

It was prepared and issued in response to the many calls at that time for information on the subject, and is a most complete treatise and digest of the subject. Many will recall the need it filled at that time.

Abstracts of Land Titles—Their Use and Preparation

This is the eighth of a series of articles or course of instruction on the use and preparation of abstracts.

In former articles and installments of this series we have considered the necessity of the abstract, what it should contain, where that information is to be found, and how it can be found by either public or private indexes, and suggestions have been made for a scheme of private indexes or abstract books as they are popularly called.

Now the thing to be considered next is what should go into an abstract, how it should be tabulated and briefed and the form it should appear.

Let us first consider the form and make-up of an abstract. As has been said in the beginning, there are almost as many forms of abstracts as abstractors, and their make up, quantity of information and method of showing is influenced in nearly every case by local usages, customs and requirements of examiners. Therefore this series and the idea of it is to suggest a practical, thoroughly sufficient as to showing, and other uniformity of various points that are possible and could be brought into usage although there might be some effort required and in some cases it might be impossible to inaugurate all of them.

There are several forms and sizes of abstracts now in use. There is the old "chain" sheet, a long drawn out affair 8½x28 inches with horizontal lines for each entry stretching the whole length of the sheet. Any abstract is a "chain" abstract but this particular form is taboo and its use should be discouraged.

There is another form to be discouraged and that is the "pocket size" made up of sheets 8½ inches long by 3½ inches high, each an individual sheet. This is not desirable because the sheet is too small for anything out of the ordinary, too many pages are required for a set of court proceedings tho often times the maker gets up the court proceedings on separate sheets using either legal or letter size, binding them together, which makes a complete abstract consist of from one to five or more parts, the chain on the "pocket" size sheets, and the exhibits detached, liable to loss, and making more papers to handle.

Therefore the most desirable is a regular size sheet, preferably the legal size, 8½x14 inches. Some use the letter size, 8½x11, especially in places where one instrument only can be had to the page usually because the habendum clause, warranty, acknowledgment, granting clause and other parts are set out in full. For reasons that will be stated in the next article, this complete a showing is to be discouraged and a briefer one adopted as more desirable.

Therefore the standard, fast gaining in favor and best from every viewpoint

is the legal size, 8½x14 and will be adopted as the one for uniformity.

It should be a plain sheet with either a water mark, or faint printing of the abstractor's name in the middle of the sheet, or else a rule down the left hand side, one inch or more from the edge, with the desired printing along the side giving name, etc.

Printed forms in any style, idea or form are not considered usable. They are not neat, and no printed form can be evolved that will fill suitable requirements. Better write the whole thing out on the typewriter.

The best quality linen paper should be used, good stock and neat printing. Many color schemes can be figured as mentioned before. They make for individuality, neatness, appearance. Gray stock, blue printing; buff stock, brown printing; light green stock, green printing; white stock with bronze blue printing—there are a number of combinations.

The cover is the most important part of the abstract when neatness, attractiveness and individuality is to be considered. The best is the cheapest. Linen covers are favored by many, but Old Hampshire Document stock, or a similar stock will be found to look neater, be easier to fold and handle, last as long and look better even longer than a cloth cover.

It can also be lithographed, printed on and is the equal in durability to the cloth with many other advantages.

The cover should be lithographed. It does not cost much more than printing unless a special design is made. All lithographing houses can prepare a border and design from designs in stock. Give your customer an abstract clothed in an attractive lithographed cover that looks like a government bond or other valuable stock or thing of worth and he will accept it and your work in better mind.

Another hint is to print the certificate right on the inside of the cover. It cannot then be removed. It is a logical place for it and the examiner will soon learn that on your abstract he can always find the certificate in the same place—the back of the cover.

The Caption is another thing that should be attractive. It is the first page to meet the eye when the abstract is unfolded. It likewise should be an attractive lithographed sheet and should not contain any more reading on it than necessary. It should be a place only for the description of the property; the abstract covers should be devoid of advertising phrases, plats and other things. A suggestion for the copy is the following.

ABSTRACT OF TITLE

to
The Following Described Real Estate
Situating in.....County,
State of.....

Compiled by
Security Abstract Co.,
First National Building, Anytown,
State.

The first sheet is the caption. The next sheet should be the plat, county map, and other exhibits necessary and a part of the abstract but not the things of record. Then should follow the sheets containing the chain or entries of conveyances, etc., arranged in proper order.

In the back should be the abstracts of the court proceedings, following the chain of title. The reason for this is because the chain should run along by itself, not interrupted by anything, court proceedings even, but reference made to them as exhibits to be found in the back.

The reason for placing them in the back and not having a foreclosure proceeding say, follow the mortgage concerned, or the probate proceedings follow the Administrator's deed is that almost any stenographer can write up the chain whether from memorandums or direct from the record as the system used might require, but not everyone can abstract a set of court proceedings and while one is working on the chain, another could be preparing the court cases. Many offices too have people who only make the briefs of the court cases.

Then follow with the certificate, and the cover.

In the next installment we will consider the actual arrangement and quantity of showing, of the various muni-ments of the title.

A business grows because it is needed—it is usually successful in proportion to its effort to serve.

We get more customers by being faithful to those which we have.

THE FLANDERS DEAD.

In Flanders Fields around are spread
The upturned faces of the dead,

Who sacrificed their lives to free
The world from strife and tyranny,
That peace and freedom reign instead.

Beneath the sky a light is shed
Upon the poppy's nodding head
That watches o'er their destiny,
In Flanders Fields.

May fleeting Time still softly tread
As it sweeps by their silent bed
Until their peaceful slumbers be
Awakened in eternity,
And the last prayers for them be said,
In Flanders Fields.

—[Henry Polk Lowenstein, Counsel,
Kansas City, Title & Trust Co., Kan-
sas City, Mo.]