

# TITLE NEWS

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## Questionnaire Brings Out Many Interesting Things

*Shows Points and Questions of the Title Business. Many Interested in Convention City. More Respond than to Any Previous Time Questionnaire That Has Been Used*

Returns of the questionnaire recently sent out on 1925 Convention matters simply flooded the Executive Secretary's office. In the first place it was almost overwhelmingly gratifying to have such an interest. Never before in the history of the Association has there been such a return and display of consideration as this attempt received.

Two years ago a similar thing was done with but a handful of responses. Last year it was repeated and the return was about 20% of the membership. At the time of writing this story there has been a 40% return—over double of last year, and every mail was still bringing in a quantity of them.

This shows two things—First, that the members have an increased interest in the organization and recognize and value it more right now than ever before and that this feeling has gained and increased every year; second, that nearly everyone is interested in the Convention as a valuable thing and a real part of the Association work; that they want to attend and wish to express a voice in the selection of the meeting place and the many answers and suggestions to the questions show that there are a great many things they want to hear about and realize that the place for their discussion and settlement is before the assembly—in meeting of those in the business.

A large number expressed their intention of attending. Many could not say at this time, but would if at all possible. From this advance indication the attendance this year should be another record breaker.

### Suggestions Bring Out Many Things.

The answers and suggestions to the two questions, "I Would Like to Have the Program Include An Address on the Following:" and "I Suggest the Following for Discussion and Presentation at the Noon Day Conference:" brought out a flood of topics.

It shows that the title men are alive

to the problems and conditions of their business and are thinking a great deal about them. It also shows the great number of them there are, and the necessity for the title business to begin looking after its own welfare quite a bit more than ever before.

Every such a survey or result of a questionnaire brings out some points and there were a few interesting ones in this particular one.

Noticeable was the lack of suggestions on purely local matters—points of law, suggestions for topics of a nature purely local and confined to certain limited places and situations. They were for the most part of a general nature, the things which are the real problems of the business.

Another one was the many questions and suggestions made on points that have been presented and decided before, some many times and others just recently. The past conventions have handled them, they have appeared in the proceedings of recent years and in the "Title News." It shows the work that has been done, but that many of the members have not observed it, or forgotten it in the rush and time-taking of business. This shows that there are many things in many places where these everyday matters need to be cared for.

### Selection of Place Will Be Decided.

By the time this issue of the "Title News" will have been out, the Chicago meeting will be a thing of the past and the Convention City selected. The April issue will contain an announcement of the place chosen and contemplated plans as far as possible to tell at that early date.

This will be interesting to many because of the interest shown in the selection. The time of meeting will also be announced.

Each year has seen a bigger and better convention—and a larger crowd in attendance. This year should break a record.

Any one of the cities or places that

will be chosen will have an attraction and inducement in it. Each of them has its merits and points of interest. They are wonderful places to visit—scenery and accommodations abound. They are all places to which everyone would like to go.

The programs will be attractive—there will be much to learn and many things decided.

### Value of Noon Day Conferences Stressed.

The returns showed the value of the Noon Day Conferences, or Sectional Round Table Discussions. There were many things suggested for them—new ones, old ones, from those who were not present at the Convention in New Orleans last year and where this was first inaugurated. But another interesting thing was the number of suggestions offered by those who were present at the last convention, showing they had caught the value of these Noon Day Meetings.

It is time now for everyone to begin to plan and prepare to attend the 1925 convention no matter where it will be held. It will be worth many times the expense.

"The first requisite of a good citizen in this republic of ours is that he shall be able and willing to pull down his own weight; that he shall not be a mere passenger but shall do his share in the work that each generation of us finds ready to hand."—[Roosevelt.]

"Let us drop a tear for the men who are striving to carry on a great enterprise, whose working hours are not limited by the whistle, and whose hair is fast turning white through the struggle to hold in line dowdy indifference, slipshod imbecility, and the heartless ingratitude which, but for their enterprise, would be both hungry and homeless."—[From a message to Garcia, by Elbert Hubbard.]

## State Association Pioneers Work That Will Influence Future of Abstract Business

*Oklahoma Association Takes Stand on Questions and Works for Their Accomplishment. Credit Bureau Formed and Start Made on Uniformity*

There is no limit to the things that need to be done for the welfare of the business, and likewise no limit to the things a state association could do to bring them about. They can only be done by the state organizations for they are the local representatives of the business and the Oklahoma Association has started on a campaign of activities that can be watched with interest for they will be a precedent and example for all the others.

The 25th Annual Convention of the Oklahoma Title Association was held in Lawton on February 16 and 17, and this meeting saw a seriousness of purpose and a definite stand taken on certain things.

### Credit Bureau.

The first was the establishment of a Credit Bureau for the benefit of members where ratings will be on file. This is a valuable service to the abstractors in any state, but especially in one where there is a great deal of work done for transients, promoters and those who move from place to place and follow "booms" and centers of activity. Such a thing has proven valuable to many other businesses.

### Uniformity.

Uniformity in work and methods seems to be attracting a great deal of attention at the present time because it is probably the thing most needed right now.

The Oklahoma Association made their first step in this by adopting a uniform certificate to be used through-

out the state. This will lead to other points of uniformity in preparation of abstracts and be a great thing. It will be further advanced by the annual Best Abstract Contest, in which every entrant is furnished with a set of forms and instruments constituting the chain or complete title, and makes his abstract form them.

This plan was used for the first time this year and the results were amazing. It automatically and unconsciously brought about almost uniform abstracts. Every entrant should have received congratulations on his product and they were a fine lot of abstracts showing skill and method.

### Association Also Fosters Legislation.

The Association also took a step forward and shook off an old hallucination in advancing some bills in the legislature. One was the License Bill shown in the February "Title News." Another was a bill providing for a system of keeping a record and certifying back taxes, something the state has needed for years. It has always been a hard job to learn the exact status of taxes on lands in that state.

Both of these bills are going through the customary milling in the legislature but are being constantly watched and they will probably become laws in some form or other.

The meeting was well attended and it was as many said, the most profitable and interesting one ever held by the Oklahoma Title Association. A large crowd was in attendance and the hosts provided as only real hosts can.

## License Bill Introduced in Kansas

*Bill Framed and Presented to Legislature Almost Sure to Pass*

AN ACT RELATING TO THE BUSINESS OF ABSTRACTING AND CREATING A STATE BOARD OF EXAMINERS OF ABSTRACTERS OF LAND TITLES.

"An act to authorize and regulate the business of abstracting, to provide for the examination and licensing of abstractors, of land titles, to create a board of examination and registration, to provide for the appointment of the same, to establish a fee for the examination, to provide for the disposal of the fund arising from said fee, to regulate the holding meeting of said board and the issuance of license to abstract, to provide for a license fee, to provide a penalty for engaging in the abstract business without a license."

Be it enacted by the Legislature of the State of Kansas:

Section 1. That there is hereby created and established a board to be known by the style and name of the State Board of Examiners of Abstracters of land titles. Said board shall consist of five members and be composed of persons who have been in the abstract business, at least five years before the date of their appointment.

Section 2. The Governor of the State of Kansas shall, within thirty days after the taking effect of this act, appoint five abstractors to constitute the members of said Board. Said members shall be so classified by the Governor, that the term of office of one shall expire in one year, two in two years, and two in three years from the date of appointment. Annually thereafter, the Governor shall appoint members to fill the terms of office which have expired, and to serve for a period of three years each, and shall fill all vacancies caused by death or otherwise, as soon as practicable.

Section 3. Said Board of Examiners shall convene within thirty days after their appointment and elect a President, Vice-President, Secretary-Treasurer from their membership.

Said Board shall hold regular sessions at Topeka, Kansas, the first week in January and June of each year, and the President may call special meetings at such times and places as he shall deem it advisable.

Said Board shall have authority to administer oaths, take affidavits, summon witnesses and take testimony, as to matters pertaining to their duties. They shall adopt a seal, which shall be affixed to all license issued by them, and shall from time to time adopt such rules and regulations as they deem proper and necessary for the performance of their duties, and they shall adopt a schedule of minimum educational requirements, and shall have the right to issue or refuse license as herein provided. The secretary of said Board shall keep a record of the proceedings of the Board, which shall at all times be open to public inspection. Said Board shall also keep on file with the Secretary of State, a copy of their rules and regulations for public inspection, and shall elect annually, a President, Vice-President and Secretary-Treasurer. A majority of the Board shall constitute a quorum.

A license to engage in the business of abstracting within the State shall be issued to the individual members of said Board at the first meeting of said Board, upon payment of the regular fee as provided for in this act.

Section 4. It shall be unlawful for any person to engage in the business of abstracting in this state unless they shall have first obtained a license as provided in this act. Except all persons who are now actually engaged in the business of abstracting shall be granted a period of one year from the passage of this act in which to take the examination to qualify hereunder.

Section 5. Any person wishing the right to engage in the business of abstracting in this state, before it shall be lawful for him to do so, shall make application to said Board of Examiners of Abstracters, upon such form thereof and in such manner as may be adopted and directed by the Board, at least fifteen (15) days prior to any meeting of said Board.

There shall be paid to the Secretary-Treasurer of the State Board of Examiners of Abstracters, by each applicant for a license, a fee of \$15.00, ten dollars of which shall accompany application, and the remaining five dollars shall be paid upon issuance of license.

Examination for license to engage in the business of abstracting shall be made by said Board according to the method deemed by it to be the most practicable and expeditious to test the applicant's qualifications, and a license shall be granted to each person who satisfies the examining board that he possesses the requisite ability and learning and that he is of good moral character.

Section 6. After the period of one year from the passage of this act, all abstracts shall be certified in the name of the person, firm or corporation to whom license has been issued, and the license number shall be plainly shown thereon.

Any firm or corporation engaged in the business of making abstracts shall employ at least one licensed abstracter, who shall supervise the preparation of abstracts for the firm or corporation.

Section 7. Every person who shall receive a license from the State Board of Examiners of Abstracters, shall have it recorded in the office of the Register of Deeds of the county in which he resides, and intends to engage in the abstract business.

Section 8. The Board may revoke the license of any abstracter for the commission of any crime, drunkenness or any other dishonorable conduct. The board, when written charges have been filed with its secretary, supported by affidavit as to the truthfulness thereof, shall fix a time and place for the examination of the person so charged, and shall give written notice to the said person of the time and place of such hearing and furnish him with a copy of the charges, at least twenty days prior to the date set for the examination.

Section 9. All examination fees received by the State Board of Examiners of Abstracters, under this act shall be paid to the Secretary-Treasurer of said Board, said moneys so received to be used by the Board to defray their expenses in carrying out the provisions of this act.

The Secretary-Treasurer shall keep a true and accurate account of all funds received and all vouchers issued by the Board, and on the first day of December of each year, he shall file with the Governor of the State a report of all receipts and disbursements, and the proceedings of said Board for the fiscal year.

The members of said Board shall receive a per diem of \$5.00 each day, during which they shall be actually engaged in the discharge of their duties and mileage, at the rate of three (3) cents per mile for each mile necessarily traveled, in going to and from any meeting of said Board, such per diem and mileage and such other incidental expenses necessarily connected with said Board shall be paid out of the funds of said Board and not otherwise.

Section 10. The Treasurer of said Board shall give bond in such sum and with such sureties as the Board may deem proper. Upon sufficient proof to the Governor of the inability or misconduct of a member of the Board, said member shall be dismissed and the Governor shall appoint his successor.

Section 11. That any person, firm or corporation who violates any of the provisions of this act shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be sentenced

to pay a fine of not less than \$100.00 and not more than \$500.00.

Section 12. That this act shall take effect and be in force from and after its publication in the official state paper.

#### A MOST UNUSUAL WILL.

The following appeared in the February 1925 issue of the Commercial Law League Journal.

In the pocket of an old coat, belonging to one of the patients of the Illinois State Hospital for the Insane, Chicago, there was found, after the patient's death, a will. The testator had been a lawyer and the will was written in a firm hand on a few scraps of paper. The context of the will was so unusual that it was read before the Chicago Bar Association and a resolution passed, ordering it probated and it now adorns the records of Cook County. The will reads as follows:

"I, Charles Lounsberry, being of sound and disposing mind and memory, do hereby make and publish this, my last will and testament, in order, as justly as may be, to distribute my interest in the world among succeeding men.

"That part of my interests which is known in law and recognized in the sheep-bound volumes as my property, being inconsiderable and of none account, I make no disposition of in this, my will. My right to live, being but a life estate, is not at my disposal, but, these things excepted, all else in the world I now proceed to devise and bequeath.

#### Gifts to Parents and Children.

"Item: I give to good fathers and mothers, in trust for their children, all good little words of praise and encouragement, and all quaint pet names and endearments; and I charge said parents to use them justly, but generously, as the needs of their children shall require.

"Item: I leave to children inclusively, but only for the term of their childhood, all and every one, the flowers of the fields and the blossoms of the woods, with the right to play among them freely according to the customs of children, warning them at the same time against thistles and thorns. And I devise to children the banks of the brooks and the golden sands beneath the waters thereof, and the odors of the willows that dip therein, and the white clouds that float high over the giant trees.

"And I leave to the children the long, long days to be merry in, in a thousand ways, and the night and the train of the Milky Way to wonder at, but subject, nevertheless, to the rights hereinafter given to lovers.

"Item: I devise to boys, jointly, all the useful, idle fields and commons where ball may be played, all pleasant waters where one may swim, all snow-clad hills where one may coast, and all streams and ponds where one may fish, or where, when grim winter comes, one may skate, to hold the same for

the period of their boyhood. And all meadows, with the clover blossoms and butterflies thereof; the woods with their appurtenances; the squirrels and the birds and echoes and strange noises, and all distant places which may be visited, together with the adventures there found. And I give to said boys each his own place at the fireside at night, with all pictures that may be seen in the burning wood, to enjoy without let or hindrance or without any incumbrance or care.

#### To Lovers.

"Item: To lovers I devise their imaginary world, with whatever they may need, as the stars of the sky, the red roses by the wall, the bloom of the hawthorn, the sweet strains of music, and aught else they may desire to figure to each other the lastingness and beauty of their love.

"Item: To young men, jointly, I devise and bequeath all boisterous, inspiring sports of rivalry, and I give to them the disdain of weakness and undaunted confidence in their own strength. Though they are rude, I leave to them the power to make lasting friendships and of possessing companions, and to them exclusively I give all merry songs and grave choruses to sing with lusty voices.

"Item: And to those who are no longer children or youths or lovers, I leave memory; and bequeath to them the volumes of the poems of Burns and Shakespeare and of other poets, if there be others, to the end that they may live the old days over again, freely and fully, without tithe or diminution.

"Item: To our loved ones with snowy crowns I bequeath the happiness of old age, the love and gratitude of their children, until they fall asleep."

#### "TWENTY-FIVE YEARS AGO TODAY."

Not a man in this city was found stiff in his garage as a result of breathing carbon monoxide gas.

No woman exclaimed to a barber: "It's all right in front, but I don't like the way you've trimmed it at the back of my neck."

Your ears were not assailed by somebody's declaration: "Say, last night I got Station GLUZ, Hokum City, on my 3-tube heterogeranium."

Nobody interrupted you at your work by asking you for a word with six letters meaning a musical instrument used by the natives of the Scattered Islands Archipelago.

You did not hear an invitation like this: "Try some of it, Bill; I made it myself. First you get a nice, clean keg, or a big crock, then you take nine baskets of grapes, and . . ."

But somewhere a mother said: "Zenobia, pull down your skirt, and don't cross your knees that way."

—[From the Detroit Free Press.

Some people at the end of the month are as broke as the Ten Commandments.

## Recent Court Decisions on Title Matters

**BANKRUPTCY.**—Maryland court sees nothing in section 67f of the National Bankruptcy Act, or elsewhere, which denies a state court power to order the proceeds of an attachment in its custody turned over to the trustees in bankruptcy, and thus to close the attachment case after the attachment has been nullified. This upon premise that an attachment sued out within four months prior to bankruptcy, under Bankruptcy Act U. S. No. 67f (U. S. Comp. Stat. No. 9651), nullified thereby.

**TAXATION.**—Transfer of property by trust deed, (irrevocable), vesting title prior to passage of inheritance tax law held not taxable. (*Brown vs. Pennsylvania Co. for Insurances*, 126 Atl. 715. Del.)

**CONTRACT TO RENEW LEASE, SPECIFIC PERFORMANCE.** (Mass.)—A lease contained the following covenant for renewal: "It is also agreed that the lessee may renew this lease for a further term of 5 years at a rent proportional to the increased valuation of the property, if any, provided the lessee notifies the lessor in writing of his intention to renew at least 2 months before the expiration of this lease."

The court held that no provision being made respecting the manner by which such valuation is to be determined, that the rights and obligations of the parties under the covenant cannot be fully ascertained from its terms and as specific performance can be decreed only under a completed contract it is immaterial that the valuation for the additional term may be determined by evidence. The case must be decided on the terms of the lease. (*Conas vs. Sullivan*, 145 N. E. 529).

**PEACEFUL PICKETING.**—An ordinance prohibiting picketing, whether accompanied by violence and coercion or not, is not an unreasonable exercise of power to preserve peace and good order given the City Council under the statutes.

A majority of the courts have recognized the rights of striking employees to maintain pickets where violence or unlawful measures are used, but on the question of what is called "Peaceful Picketing" the decisions are not in accord. The case here cited practically holds that there is no such thing as "Peaceful Picketing," and that an ordinance prohibiting picketing is not in violation of constitutional rights. This view seems to be supported by cases in Illinois, Michigan, New Jersey, California, and some other states. (*Thomas vs. City of Indianapolis*. 145 N. E. 550).

**BOUNDARIES.**—Title to land by adverse possession under color of title can only be obtained to the extent and according to the purport of the paper title.

Where plat of subdivision showed Lots 50 feet in width but total number of feet in Block was 596.32 instead of 599 as represented on the plat, complainant on purchase of North half of Lot 5 and South half of Lot 6, not described by metes and bounds, did not get paper title to 50 foot frontage but only to such Lots after deficiency had been prorated.

Held that where complainant's paper title did not cover 14 inches of adjoining lot on which wall of its building was erected, it did not become owner thereof by virtue of a statute providing that title is acquired by adverse possession and payment of taxes for 7 years under color of title. (*Nilson Bros. vs. Kahn*. 145 N. E. 340).

**LAND CONTRACT. DAMAGES FOR VENDOR'S BREACH.**—Whereunder land contract vendor was required to furnish abstract showing merchantable title, to convey land free from encumbrance by named date, to pay certain taxes, and to give possession within named time, and on his failure to comply was to pay purchaser \$500.00, it was held such sum was penalty.

The court also held that while the sum designated for purchase was called "liquidated damages," such designation

is not conclusive and in this case the designated sum is to be treated as a penalty, it appearing from the whole contract that the sum stipulated was intended as a penalty. (*Calvert vs. Price*. 145 N. E. 558).

**DEEDS. RULE IN SHELLY'S CASE.**—A deed conveying land to trustees requiring them, subject to grantor's right to hold possession during his lifetime, to receive and pay over rents, issues and profits to E during her life, free from debts, control, or claim of any future husband, and after her death to convey premises in Fee to such person or persons as might be entitled to inherit her real estate by descent as her heirs at law, held to convey to E equitable estate in Fee Simple under the rule in Shelly's case, the court holding that all requisites of the rule in Shelly's case were present. (*People vs. Emery*, 145 N. E. 349).

**MORTGAGES—REDEMPTION—MO.**—A suit for equitable redemption can be brought as late as three years after the foreclosure, where the description in the advertisement was defective, and the mortgagee was the purchaser and is still the owner. (*Guels vs. Stark*, 264 S. W. 693).

**CORPORATION—FRANCHISE TAX—MO.**—The Corporation franchise tax is constitutional and applies to foreign corporations. (*State vs. Freehold Co.*, 264 S. W. 702).

**ALIEN PROPERTY CUSTODIAN—MO.**—It is still questionable whether sales of real estate by the Alien Property Custodian are good. See the following cases, *Miller vs. Lautenburg*, N. Y., Supreme Court Appellate Division May, 1924, No. 818, *Koppell vs. Orenstein* 289, Federal 447, Executive Order No. 2813, *Stalhr vs. Wallace*, 255 U. S. 239.

**TAXES—PRIORITY—MO.**—In cities (where there are no charter provisions to the contrary), the last special tax bill is superior in lien to earlier bills, provided the holders of the earlier bills are made parties to the suit on the later bill. (*City of Springfield vs. Ransdell*, 264 S. W. 771).

**ASSIGNMENT FOR CREDITORS—MO.**—An assignment for creditors cannot provide that it is to be in full satisfaction of debts; but even if it does so provide, one creditor cannot garnishee or levy on the property. (*Barratt vs. Chilton*, 264 S. W. 802).

**WILL—DEVISE TO CLASS—MO.**—A devise to a class, "my nephews and nieces share and share alike," includes grandnephew, (son of a nephew who died before the testator). (*Murphy vs. Enright*, 264 S. W. 811).

**TRUSTS—CHURCHES—MO.**—A deed to a voluntary unincorporated church association, without naming trustees, is void, and no trust can be proved unless in writing. Upon the expiration of the term for which a corporation was incorporated, its last president and directors become trustees of its property. A sale by Episcopal Church trustees must be authorized by a two-thirds vote of the whole vestry after written consent of the bishop and standing committee. (*Tucker vs. Diocese of Western Missouri*, 264 S. W. 897).

**TRUSTS—POWERS—MO.**—Purchasers are bound by notice of extent of powers of trustees as shown of record, even in a deed dated as far back as 1879. A married woman's trust can be created by deed from her husband and herself to a trustee. A power in a life tenant to "direct the sale, lease, or other disposal" of the property, does not give power to convey to a straw man who conveys to the life tenant and husband. Limitation does not begin to run against a remainderman (under deed dated in 1879) during the life estate even though the life tenant attempted to convey the fee more than ten years ago in 1902. Limitation does not run against property right of married woman acquired prior to 1889, the date of the Missouri married woman's act. (*Ryal vs. Golfinopoulos*, 264 S. W. 911).

**SUITS AMENDED PETITION—MO.**—A petition in a suit is valid even though amended, if the other party files an answer to the amended petition. (*State ex rel vs. Lunsford*, 265 S. W. 529).

**LIFE ESTATES DOWERS & HOMESTEAD—MO.**—The widow's homestead and dower are life estates and terminate at her death. (*Scanland vs. Walters*, 265 S. W. 688).

**SPECIAL TAX BILL—LIEN—MO.**—A special tax bill is a lien as soon as issued, even though it can be paid in installments due in the future. (*Bean vs. Mungar*, 265 S. W. 844).

**STATUTE OF FRAUDS CONTRACT OF SALE—MO.**—When a deed is executed and delivered, no evidence can be introduced as to the terms of the original contract of purchase as it becomes merged in the deed. (*Bean vs. Mungar*, 265 S. W. 814).

**POWERS—CONVERSION—MO.**—A will with power as follows: "I authorize, empower, and direct my executor to sell all real estate" is mandatory and must be exercised within the shortest period of administration, and acts as a conversion of the land into personal property. (*In re McElevy*, 266 S. W. 123).

**COMMISSION AS USUREY—MO.**—A commission paid to an agent for obtaining a loan from another person is not counted as interest and hence the mortgage is not usurious; this is true even though the notes are made payable to the agent, who indorses them to his client. (*Allen vs. Newton*, 266 S. W. 327).

**DEEDS DESTRUCTION—MO.**—An unrecorded deed is void even though delivered, if it is afterwards destroyed by the grantee with intention to divest title (in this case he expected to receive other property from the grantor). (*Stump vs. Marshall*, 266 S. W. 476).

**POWERS—PROPERTY REMAINING—MO.**—A devise of a small estate to the widow "for her use during her life without any restrictions and after her death all that may be remaining" to a charity, gives the widow a life estate with power to sell and convey the entire fee simple title. (*Mitchell vs. Board*, 266 S. W. 481).

**LEASE—AUTO PARKING—MO.**—A lessee under a farm lease cannot sublet for automobile parking purposes. (*Ritchie vs. Board*, 266 S. W. 492).

**LIMITATION—HOMESTEAD—MO.**—Limitation does not run against an heir in favor of outsider as to the home property in possession of widow as homestead and quarantine. Limitation does run as to property not the home even though widow has dower not yet set off to her. (*Betts vs. Gehrig*, 266 S. W. 690).

**DOWER ELECTION—MO.**—From 1865 to 1921 the widow could not elect to take either half or child's share where the husband's only children were those by a former wife. (*Betts vs. Gehrig*, 266 S. W. 690).

**PARTITION—PARTIES—MO.**—A partition suit and decree are not binding on one who was not a party thereto. (*Betts vs. Gehrig*, 266 S. W. 690).

**MORTGAGES—PRIORITY—MO.**—Where a part purchase deed of trust, and another one to an outsider, are dated the same day and neither is made subject to the other, evidence can be introduced as to the verbal agreement of the parties, concerning priority. (*Bank vs. Hiller*, 266 S. W. 1031).

**MORTGAGES—FORGERY—MO.**—A forged extension of a deed of trust and note, is void, even in the hands of an innocent purchaser. (*Dowling vs. Bank*, 267 S. W. 1).

**MORTGAGES—MATURITY—MO.**—An innocent purchaser of a note and deed of trust after maturity takes subject to all defenses (such as payment) even though there was an extension which was forged. (*Dowling vs. Bank*, 267 S. W. 1).

**WILLS—VERBAL CONTRACT—MO.**—A verbal or oral contract to devise property because of services in taking care of testator is valid and can be enforced by suit. (*McFall vs. Hampe*, 267 S. W. 54).

**AGENT—COMMISSION—MO.**—An agent is ordinarily entitled to commission when the seller approves the earnest money contract of sale, but not if agent knew that buyer was not financially able to carry out the purchase. (*Williams vs. Sodini*, 267 S. W. 81).

**TAXES—SCHOOL—MO.**—A special tax bill, for improving street cannot be issued against public school property, but a general judgment can be collected from the county. (*City vs. School*, 267 S. W. 112).

**DEEDS—GA.**—Breach of covenant in absolute deed coupled with insolvency of covenantor authorizes its cancellation. (*Fletcher et al v. Fletcher*, 124 S. E. 722).

**FRAUDULENT CONVEYANCES—GA.**—A solvent husband can make a voluntary conveyance of his property to his wife if he does not thereby render himself insolvent, but, like any other conveyance, if it was made with the intention to delay, hinder, or defraud his creditors, it would be void. A voluntary conveyance of property by the husband to the wife when he is insolvent, or when the conveyance would render him insolvent, would be void as against creditors, regardless of the intention of the grantor in making it, or the grantee in receiving it. (*Mercantile Nat. Bank of Savannah v. Stein et al*, 124 S. E. 697).

Where the evidence fails to show with reasonable certainty that the grantee in a deed had knowledge of a fraudulent design on the part of the grantor in selling the property, and it is proved that a valuable consideration passed to the grantor, the conveyance will not be set aside for alleged fraud at the suit of a creditor of such grantor. Retention of possession of real estate by grantor after conveyance is only prima facie evidence of fraud. The conveyance of land between near relatives is not a badge of fraud, though it may affect degree of proof. (*Miller v. Correll*, 124 S. E. 6838—W. Va.)

**HUSBAND AND WIFE—GA.**—Even if it may be unlawful for either husband or wife to purchase at a sale which his or her spouse is conducting as an agent or in any other fiduciary capacity, still no rule of law inhibits a married woman from exercising an agency to sell land for another, where duly authorized in writing; and in such a case no order from the superior court of the domicile of the feme covert is appropriate. (*Byrd v. Vance et al*, 124 S. E. 705).

While generally there is presumption that possession of wife is possession of husband, such presumption is rebuttable. (*Purvis et al v. Calvert Mortgage Co. et al*, 124 S. E. 702—Ga.)

**INFANTS—S. C.**—In partition proceedings, in which guardian ad litem was appointed for infant defendant, on petition of father, with whom she resided, without notice to infant, and in which service on infant was accepted for her by her father, the court did not have jurisdiction over infant and could not compel successful bidder to accept property. (*Lanham v. Bomar*, 124 S. E. 635).

**MORTGAGES—GA.**—Where one executes a deed of conveyance to secure the payment of a loan, taking from the lender a bond for reconveyance upon payment of the debt, which is represented by promissory notes containing provisions for the payment of attorney's fees, etc., and subsequently the bond for title is transferred to a third party, and the debt to secure which the deed is executed is reduced to judgment, and fi. fa. is issued thereon and levied on the land, the transferee of the bond for title, as against the levy, cannot defeat the enforcement of the fi. fa. by filing a claim to the land. (*Collier v. Forman*, 124 S. E. 710).

**WILLS—GA.**—Devise in remainder held to vest title in children in esse, subject to opening to take in children born up to vesting at life tenant's death. (*Lamkin et al v. Hines Lumber Co.*, 124 S. E. 694).

**ABSTRACTS OF TITLE—LIABILITY OF ABSTRACTOR—IND.**—(*Ohmart et al vs. Citizens Savings and Trust Co.*, 145 N. E. 577).

An abstractor prepared at the request of the owners an abstract on certain real estate, which omitted certain judgment liens, and 10 months afterwards without securing a continuation of abstract a person relying on the abstract purchased the premises in question. The court held that the abstractor having no knowledge that any one other than the owner was to rely on the abstract, was not liable to the purchaser in question and that the rule controlling this class of cases is as follows: "Where the abstractor has no knowledge that some person other than his employer will rely in a pecuniary transaction, upon the correctness of the abstract, the general rule that his duty extends only to his employer, must be maintained.

# TITLE NEWS

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MARCH, 1925.

## Editorial Entries

There are usually two sides to all questions—likewise a reason for most everything. Some of them may be just a two sided proposition with just one on a side—at other times a two-sided matter affecting many and therefore two factions or groups on each.

There is usually a reason, however, to substantiate the opinion of each whether it be for the one or the multitude.

The examiners say that in many things the abstractor is the cause of many of his cares and worries and cause of bad dispositions.

The abstractor says and feels ditto.

There are undoubtedly two well-founded and nursed sides to this situation. In the one case the examiner has to deal with all kinds of abstracts and abstractors. All the abstracts presented to him are not modern, are not sufficient in this day and age though they were years ago, but are still being used, and if there is anything that is impossible it is to get a borrower or seller and land owner to have a new abstract made for the convenience and satisfaction of a present deal and examination. The examiner is first ex-

cusable then for having all kinds of antiquated, worn out, dilapidated abstracts presented to him to look over. They have been added to, subtracted from, pieced together and torn apart and yet used to present the present condition of title "down-to-date."

The Examiners' next "ruffling" influence is incompetent work and he has to put up with a lot of that. The abstract may be a new one yet inaccurately and incompetently gotten together and made. Probably the one who had the abstract made got it at the place where he could get it the cheapest or get the biggest discount regardless of whether or not it would be made right.

The other "rousing" influence is the vast variety of them offered. Every one is made and gotten up differently—each abstractor has his own ideas, and works under local influences and environments.

So the examiner has his side.

Then the abstractor has a few ideas.

First, he has to complete and add to an old abstract, if so ordered, and that is what his customer wants. Any abstractor would most rather make an entirely new abstract than try to add on and "modernize" some of the old relics brought to him that should be used for paper to start fires rather than as evidence of title for a deal involving many thousands of dollars.

There is not much excuse he can offer in rebuttable to the point of incompetent and inaccurate work, however. There is no excuse for that—one's work shows his skill. Oftentimes, however, a good abstractor is forced into competition at such prices he cannot afford to do his best with his own work, or else cannot afford to maintain the office and equipment necessary to have modern and adequate facilities for conducting a business.

The abstractor does, however, have his fair side of the question on variety. In the first place his business is influenced by local conditions and demands. He also has a right to dictate the form and style and the character and quantity of showing of the various muniments to a certain extent.

There is no question but that the character and quantity of things in an abstract is influenced to a great extent in the various localities by the demands made by the examining attorneys. On the other hand, however, every attorney has different ideas and opinions and no abstractor could make an abstract to suit every examiner. Then, too, an examiner should draw the line of distinction in his requirements between asking for things pertaining to the title and those prescribing the form and character of things shown. Many times attorneys try to have the abstractor dot his "i's" and cross the "t's" as he wants them and makes no mention of really important things about the title.

One of the main points of contention, however, in this matter, is that of the Certificate. Now if there is anything the abstractor is particular about and has a right to be a bit skeptical about, it is the matter of what he certifies to and even more so in the manner and way he certifies to it and the expressions used.

Practically all of the large loan and insurance companies loaning money have their own form of certificate. They will not accept an abstract or close a deal until the abstract is certified to on their own form, either entirely or for the period covered by the continuation.

Some of these certificates are sane and reasonable and the abstractor need have no hesitancy in complying with the demand, if only as a matter of graciousness and service.

Others of them, however, are radical, senseless and out of the question and no self respecting abstractor would affix his signature to them. They want the abstractor to almost give an opinion on the title, tell who is in possession, give the "town talk" or "gossip" title as well as the record and guarantee the company on both the title and payment of the mortgage.

But the loan companies have a side to this. The reason is a simple one, namely, that no two abstractors use the same certificate, either in form or wording. Some are adequate, some wholly incomplete and lacking; some definite, others ambiguous and in which the one certifying "word twists" himself out of all liability; some covering modern conditions and necessary things; others the same as the abstractor used over 40 years ago.

Therefore, it has been necessary for the loan companies to come forth with a uniform, adequate and responsible certificate, not because it was necessary in all cases, but because the efficient suffer from the inefficient in the general reckoning and run of things, particularly business.

The abstractors have had the solution of the thing in their own hands for years, in fact it could have been averted had they taken the initiative on the thing years ago.

It is possible for every state to have a uniform certificate for use by every abstractor in that state. Each state should prescribe and prepare such a one, ample and adequate, definite and responsible and covering every point.

An outline or basic form is possible in each state. It might have to be added to or amended in some few places, cities in particular, to care for special courts, schemes of assessments for taxes, etc., but the foundation is possible.

Then the loan companies could be informed that it was the one adopted by the titlemen, is adequate, would be furnished and used on all abstracts, and the loan companies would have to accept them.

The chances are that they would not

only do it, but would be tickled to death to have this—one of their worries—settled by the titlemen themselves.

This is the most practical, plausible and possible thing the abstracters could take as a first step in a betterment of their product and the elimination of one of their everyday troubles.

But it is about as hard to get a bunch of abstracters to agree on a universal certificate as it is to get the

lawyers to all agree on one point, or the doctors to all make the same diagnosis.

It is possible, though, and should be done by every state association. It took one of them two years to finally agree and adopt it. Another wrangled and considered and "committeed" a uniform certificate for four years, then finally put it over.

More should follow. Uniformity in certificates will lead to uniformity in other things and thus will many troubles be ended.

## NEWS OF THE TITLE WOMEN

### Their Column

Edited by Mrs. M. B. Brewer, Oklahoma City, Okla.  
809 West 18th St.

Miss Edyth A. Wilson of McAlester, Oklahoma, Manager of the Pioneer Abstract Company, who has for many years (I will not say how many) been engaged in the Abstract business, is our contributor for this month's issue. I wrote her and asked her what benefit she derived from her attendance at the National Title Association as well as the State Associations.

Miss Wilson has been very active in the Oklahoma Association and has been on many committees in Oklahoma as well as serving that Association as Secretary in 1917. She has contributed several very interesting talks and papers to the Oklahoma Association, and I feel sure that the readers of the Title News will be delighted to get her impressions on this subject.

Her letter follows:

"What benefit or what one (especially a woman), derives from her attendance at the National and State Associations, covers a vast latitude. Should we number and classify they would run something like this:

"FIRST: The pleasure of getting away from the daily grind of the home office and the knowledge that you are also giving the force a respite from your pet idiosyncrasies coupled with the satisfaction of knowing that you have a force in whom you have explicit confidence and you are quite satisfied will 'carry on' to your complete satisfaction during your absence, might head the list.

"SECOND: The additional pleasure of seeing new cities, new territories and reveling in an entirely new atmosphere, both commercially and socially. The men enjoying the securing of a new recipe for 'home brew' and the ladies a visit to Madam Anne's new Shoppe.

"THIRD: The privilege of listening to the clashing of the more powerful masculine brain powers as of keen steel against keen steel, which at times are tuned down by the finer inceptions of feminine suggestions, but which discussions plant ideas and form plans that often take root and produce valuable and lasting results though often times unknown to the producer.

"FOURTH: Assistance in keeping pace with the steady growth and advancement of matters pertinent to the title and abstract business which innovations might be incorporated in your own business as the growth of same might permit. While much time and money may be spent in placing one's self in touch with these ideas and plans, that perhaps have been brought to your attention from time to time, it is money well spent, for heretofore when the same matters were presented it was in such haphazard manner and came to your desk at a time when you were engrossed with the every day bread and butter duties, that due consideration was not given, but when presented in an association, one knows and realizes that they are worthy, for some one has tried them out and they were not found wanting.

"SIXTH: Speaking individually the Conventions are a great benefit to women actively engaged in the abstract and title business, for since we are debarred from a number of business clubs, this association gives us a chance to become active workers and makes us really feel that we are a part of the business activities at large. The majority of women who are members of the association, of course, are engaged in various kinds of club work, but this association of title folk meets and fills a need for abstracters which no other organization could give. You would be surprised, some of you men folk, if you knew how often we women were asked for advice in matters pertaining to real estate, by members of our own sex, when perhaps friend husband was not kindly inclined towards the proposition, and sometimes we have felt even though he had been—would have been no more competent to advise. Do not say that abstracting is not woman's sphere when it embraces giving advice.

"SEVENTH: Friendships formed, and which aside from friendly correspondence, one hand shake and a how-do-you-do per year, with the assistance of the "Title News," are kept alive, are ones that are never to be forgotten. Quite well I remember the first National Convention I attended, which

was held in Little Rock, Ark., in the year 1911, at the time George Vaughn, of Little Rock was President of the Association; will I soon forget, the friendships formed there, Mr. and Mrs. Morgan, Senator Taylor, C. E. Lambert, Mr. and Mrs. Keator, and others too numerous to mention here? Later at future conventions came Mrs. J. L. Chapman, Miss Vogel, Mr. Baldwin, Tom Scott, Mr. and Mrs. Bouslog, and though that first convention was held 13 years ago, a number of those same folk greeted me at the recent convention in New Orleans. I thought surely there will not be so very many really new faces in convention this year, but I found the Potters from Pittsburgh, the Chilcotts from California, the Haines from Iowa, and Miss Avery from New Mexico, all gathered together from the corners of the United States.

"EIGHTH: Reminiscences, and when the years begin to creep upon us, as they will I believe much pleasure will be derived from telling 'our successors and assigns' of the wonderful associations we 'used to have.' The bigness of things of today sometimes causes one of the lesser stars to feel of no great importance as their light has been so dimmed by other stars of greater magnitude, but after closer association and better acquaintanceship, soon we find ourselves drawn into the outer rim of light, away from the stronger effulgence, and are at last brought to a realization of the fact that we are after all a part of the big constellation, and while our light may be dim we are letting some assistance to the enlightening of the future generations as to this particular phase of business life and after all is not the title business the basic foundation stone of the world's business structure.

Perhaps, the impressions formed by the women who attend the Convention differs but slightly from those formed by the men, but since the women might be termed the 'Audience' in this article, why not have it made known just what the 'performers' think of their 'Audience.'"

WANTED—What this country needs is not a new birth of freedom but the old-fashioned \$2 lower birth.

It isn't more liberty, but less people who take liberties with our liberty.

It is not a job for every man, but a real man for every job.

It is not more miles of territory, but more miles to the gallon.

It is more tractors and less detractors.

It isn't more young men making speed, but more young men planting spuds.

It is more paint on the old place less paint on the young face.

It isn't a lower rate of interest on money, but a higher interest in work.

It is to follow the footprints of the fathers instead of the footsteps of the dancing master.—[St. Paul "Crescent."

## New Jersey Association Holds Annual Meeting

At the Annual Meeting and banquet of the New Jersey State Title Association held at the Stacy-Trent Hotel, Trenton, on Monday evening, the 19th, there was much of interest accomplished.

Among other things, legislation deeply affecting real estate, banking and legal interests was discussed and will be presented to the Legislature in the way of Bills for enacting.

There were delegates from every County in the State, 28 Title and Trust Companies being represented. The membership of the Association was 100% at the business session.

At the business session, which was presided over by Judge Cornelius Doremus, reports of various committees showed great activity during the year. The association was organized August, 1922, and has doubled its membership in that time.

President Doremus in his annual address referred to the history of title work from its inception in this country to the present day and showed the gradual but sure education of the people in the Title Company plan and said that 75% of all titles are now being insured under title policies.

He spoke of the advantage of the close association in organizations such as the State Title Association and drew lessons from what he had encountered as a delegate to the convention of the American Title Association at New Orleans last October.

He outlined a code of ethics and statement of principles and these were adopted unanimously by resolution. He outlined also the cooperation existing not only between members of the Association but between this Association and the State Bankers, State Bar and State Realtors Associations.

There were a number of discussions on topics of interest to the membership.

In view of the fact that Judge Doremus is a leading candidate for the high office of Governor of the State of New Jersey in the next election, his views as a banker, lawyer and leader of thought, carried great weight along these channels in which he is such an authority.

At the banquet following the business session, Judge Doremus, as Toastmaster, welcomed in a felicitous speech the guests and delegates and presented as the first speaker, Mr. Frederick P. Condit, President of the American Title Association, who in a very forcible address spoke of the value of title work.

He was followed by Judge Franklin Russell of New York, who in a semi-humorous vein gave a number of illustrations of cooperative work from both the real estate and legal standpoint.

Col. Sheldon Potter, President of the Chelton Trust Company of Philadelphia made a very happy address and brought the greetings of the Pennsylvania Title Company.

Senator Arthur N. Pierson gave his audience a very illuminating picture of State financing which was of great value and much appreciated.

Mr. W. Holt Apgar, President of the New Jersey State Bar Association, in his speech dwelt upon the cooperation between the members of the State Bar Association and the State Bankers and State Realtors.

Senator Wm. Mackey spoke in a most interesting and instructive way on the subject of pending legislation and incidentally spoke of the proposed bridge over the Hudson River.

The other guests were: Hon. E. C. Stokes, Hon. Wm. Bright, Hon. Clifford Powell, Hon. Jas. H. White, Hon. Orison M. Hurd, Hon. Chas. F. Black, Hon. Ralph W. Chandless and Hon. Walter P. Gardner. The occasion was one which will be long remembered by those present.

The Nominating Committee reported the following names: President, Cornelius Doremus; Vice-President, Frederick Conger; Treasurer, Arthur Corbin; Secretary, Alan A. Pott; Ass't. Secretary, Stephen H. McDermott.

Executive Committee: Howard Cruse, William C. Rogers, Edward C. Wyckoff, Frederick E. Koester.

The report upon motion regularly moved and seconded.

instances they have secured charters that enable them to do a general banking business.

"Great abuses existed under the old system, now so generally superceded, lawyers and brothers made extravagant charges for searches and commissions. The labors of searching were needlessly repeated. Often, too,—as a rule, perhaps, rather than as an exception,—the purchaser of realty got a lawyer's certificate simply to the effect that according to the record, the purchaser seemed to have a good title. But in the end the lawyer's certificate was too often found to be a certificate, far short of a guaranty of title, and issued by a man wholly irresponsible financially.

"These abuses have vanished with the oncoming of the new system of corporate guaranty of the validity of titles. Investments, once perilous, became secure. The charges became reasonable; so small in fact were they that not even second class lawyers could compete with the corporations. New stability was given to investments, and small participations enabled the humblest investors to share in the new prosperity.

"Still we must feel some regret at the passing of the old regime. Family lawyers, like family doctors and family churches, had enjoyed the prestige that came from ability and undeviating integrity. Successive generations in great families employed the same men. I have myself served no less than three or four generations of the same family in the general practice of the law.

"So great have been these sacrifices that bar associations have been prompted to inquire whether corporations can lawfully engage in the practice of law. The defaults of lawyers have been widely advertised as an argument for getting wills drawn appointing trust companies to serve as executors, guardians and testamentary trustees.

"The sense of personal responsibility has been weakened and the gracious relation of patron and advocate, known to the old Roman Law, has lost its beauty and significance. Cicero, the great orator of the Roman bar, looked for the remuneration for his professional services, not to the retainer and refresher of our modern practice, but to the last will and testament of his client.

"The ancient law conceived of a corporation as having nobody to be kicked and no soul to be damned; and, unless I am greatly mistaken it is only by statutes, relatively modern, that a corporation can execute a valid contract of suretyship.

"Today, corporations can act as executor, guardian and trustee; and are also answerable for their torts and crimes. An age, strictly commercial, will never return to the old ways.

"What, then, are lawyers to do for self-preservation? This festive assembly gives the only possible answer. Here we have the flower of our citizen-

## Judge Russell Gives Thoughts on Relation of Lawyers and Little Companies in Address on "The Corporate Conscience"

The Annual Banquet of the New Jersey Title Association was held at the Stacy-Trent Hotel in Trenton on Monday evening, January 19, 1925. Judge Cornelius Doremus, President of the Fidelity Title and Mortgage Guaranty Company of Ridgewood, was in the chair and acted as toast-master.

An address was made by Isaac Franklin Russell, ex-chief Justice of the Court of Special Sessions of the City of New York, on "The Corporate Conscience." After making a few obser-

ervations in lighter vein, Judge Russell continued, in substance, as follows:

"The spirit of progress, so characteristic of our Western civilization, has left its mark upon the honored profession of the law. Time was when the emoluments of the lawyer were largely, if not principally, from convenancing and the settlement of decedents' estates. This business is fast passing into the control of title and trust companies. These companies are multiplying with great rapidity; and in many



ship, the infallible wisdom of great judges and counsellors learned in the law, the wealth of our leading capitalists, and the fidelity and unflinching integrity of our trusted bankers.

"Let the lawyers pool their interests with the title and trust companies, and, like the presiding officer at this banquet, unite the sagacity of the man of business with the learning of the judge and the scrupulous rectitude of the bank president. My advice as to capital is this: get capital. And to the lawyers of today I say: buy stock and hold office in the title and trust companies. A new era will then open to our honored profession.

"In conclusion, I plead for the recognition of a corporate conscience. No man, in his office as director, should do any act that would shame him as a gentleman of honor, acting in his individual capacity. Then I am sure the bar of the whole country will join with the general public in acclaiming the good services of the title and trust companies."

### THE ABSTRACTER.

If you would read your title clear  
To mansions here below,  
Just find a bonded abstracter—  
Tell him you want to know  
Just how you stand  
And if your land  
Your ownership will show.

He'll stand your taxes off for you  
Until your loan is made  
He'll keep your secrets sacredly  
Until you close the trade.  
He'll make an affidavit  
That the moon is made of cheese  
Or sign a solemn statement  
That water will not freeze—  
All in the name of service  
Without a sign of fear,  
If it is necessary  
To make the title clear.

If moralists and teachers  
In churches and in school  
Could imitate the title man  
And measure with his rule—  
The world would be a better place  
To struggle for the prize  
And we might read our title clear  
To mansions in the skies.

The foregoing "set" speech was delivered by Robt L. (Bob) Landers, Realtor, at the banquet of Oklahoma Association of Title Men, Lawton, Oklahoma, February 16, 1925.

"Well, anyway," said the Optimist, just before drowning, "This will teach me a lesson."

Lots of folks say, "give us this day our daily bread," and then sit down and wait for it.

"Prosperity is the fruit of labor."—  
[Lincoln.

## Abstracts of Land Titles—Their Use and Preparation

*This is the eleventh of a series of articles or course of instruction on the use and preparation of abstracts*

We are now ready to consider the writing up of the entries, or the making of the abstract proper. "Entries" are commonly understood to mean the conveyances, the deeds, mortgages, releases, affidavits and those things making the "Chain" which in short means the notations of the various instruments in chronological order, the history of the title through its many owners and the things done by them as shown by the various instruments of record.

In writing the entries a form will be prescribed and followed generally in style throughout the abstract.

There will be two columns, divided on the left and right hand sides. Only two things will be shown by the data placed on the left hand side, who it is from and to, i. e., the grantor and grantee.

The data on the right hand side will be in a column and show the following: Nature of Instrument; Date of Instrument; Date of Filing; Date of Acknowledgment; By Whom Acknowledged, Title and Residence; Consideration; Book and Page of Record.

All other information will be shown following this, running the full length of the page. This will include Description, Exceptions and all other remarks and points of information.

Each instrument will also be numbered. The place for this will be at the option and selection of each abstracter, and governed by style of stationery used. However, since the purpose of this series of articles is to prescribe something that could be a standard, used for uniformity, it is recommended that the page be of legal size, 8½x14, with a rule about an inch from the edge of the sheet and on the left hand side. The number of the entry can then be made in this marginal space, which can also contain the ab-

stracter's name, printing, etc. This size paper will allow for three ordinary and regular entries, two of longer ones that have long descriptions, exceptions, etc.

The suggestion is also made that the abstracter use taste and brevity in the matter printed in the margin of his abstract sheets. Put your name or firm name, county, city and state in neat, conservative size type, and do not clutter this part up with a lot of advertising. Do your advertising in regular advertising channels and mediums, turn your abstract out as a piece of work and information, with nothing to cheapen it or lower its dignity.

The information shown on the sheets should be set out clearly and in such order that it is easy of examination. It should be neat and not cramped. Paper and space are cheap and big assets to the character and appearance of your work.

### The Entries Proper.

The first entry or beginning point of an abstract is the conveyance from the government. This is in some form of a land grant, usually, and most generally the Patent. There are others, sometimes, such as Receipts from the Government for payments in cases where the Patentee made partial payments under certain acts providing for the purchase of lands. But few of them were recorded, and when they were it was usually only the last one, or "Final Receipt." This was because there was some delay in getting the original Patent, and the owner wished to have something on record to show that he owned the land—the Patent would come later, or copies can always be secured from the General Land Office at Washington.

The showing of a Final Receipt is as follows:

No. 1.	United States of America,  to  William Johnson,	Instrument,  Dated,  Filed,  By, James L. Dyer, Receiver, Wichita, Kas. Consideration, \$120.00  Book 1, Page 27.	Final Receipt.  Jun. 22-1880.  Jun. 25-1880.
Conveys:		The North West ¼ of Section 12, Township 23, South, Range 6, West, 6th. P. M. 160 acres.	

A Patent is shown on the abstract as follows:

Patents from States, however, do have a consideration, because the land

the abstract. Call attention to liens and special points, matters of danger so to speak, in red.

No. 2.	United States of America,	Instrument,	PATENT.
	to	Dated,	Jul.13-1885.
	William Johnson,	Filed,	Jul.29-1885.
		By, Grover Cleveland, President, U.S.A.	
		Consideration,	None.
		Book 15, Page 105.	
Conveys: The North West $\frac{1}{4}$ of Section 12, Township 23, South, Range 6, West, 6th. P.M. 160 acres.			
Issued, "Pursuant to the Act of Congress Approved, May 20th 1862, To Secure Homesteads to Actual Settlers on the Public Domain, and the Acts Supplemental thereto."			

Likewise the phrase "Due, 5 years, 5 1/2 %" should be set out in red.

IF THIS MORTGAGE IS NOT IN EFFECT, i. e., has been released, it is not necessary to show the time and rate, etc., for it is not a lien at the present time, just a "link" in the chain.

If it is a payment mortgage state the amount and dates of payments, as "Due, Payments, \$250.00 on July 1, after date, and each 6 months thereafter, at 5 1/2 %" or "Due, Payments, \$500.00, January 1, 1916; \$500.00, January 1, 1917; \$1500.00, January 1, 1918, 5 1/2 %" or in case of a building and loan mortgage, "Due, monthly payments, \$25.33 dues, \$16.47 interest, on 15th of each month."

The Patent is of course the real beginning and source of title, but the Final Receipt must be shown, because it is on record, effects the title and the abstracter must ALWAYS SHOW EVERYTHING OF RECORD.

was allotted to the State by the United States for some special purpose, so the State could sell it and obtain money for certain purposes.

This also shows the treatment of an instrument executed by signature by mark, and showing the witnesses as usually required on such cases.

There are also Patents issued by the states, and coming from the state. In such cases the grantor would be the state, and the governor would be the one to have issued it. Likewise the instrument will contain a clause as to the authority for issuing it such as "Issued According to the Provisions of the Act of the Legislature of the State of \_\_\_\_\_, approved February 22, 1864, entitled, An Act to Provide for the Sale of School Lands." In such cases the land, too, had an original grant from the United States, but was given to the State by Act of Congress and there is therefore no formal conveyance of record in the various counties.

You will note that the acreage as stated in the Patent is given. This is very essential and should always be stated. Remember that this instrument is the start or basis of title, and the quantity or area of land as granted and stated in the grant is important.

Supposing that this mortgage has been foreclosed, sold and Sheriff's Deed issued. The time and rate, etc., should still be shown, but the following added in another line under the "Witnesses to Mark":

**Mortgages and Their Disposal.**

A Mortgage should show the Mortgagor, Mortgagee, all other information as to dates, consideration, etc., and in addition, the time, rate of interest, date and amount of payments, if an installment mortgage, and it is mighty nice to further state the dates of interest payments, although too much information relative to the terms and conditions are not necessary because of the fact that if a deal is involved the purchaser or new mortgagee is going to get a statement from the present mortgagee as to all of those facts and everything necessary for settlement or payment.

"Foreclosed and Sold. See Sheriff's Deed at No. ...."

"See Abstract of Court Proceedings, Fidelity Mortgage Co. vs. Johnson, Case No. 10915 in this abstract."

Some abstractors show the copy of the law passed by the Federal Congress, the Act of Congress itself, in cases where the Patent is from the United States, and if by a State, show the State law under which it was likewise issued by the State.

The following is an entry of a mortgage.

Also suppose that the mortgage has been Assigned, then Released. If at the time of making the abstract and showing this particular mortgage, such was the case, as stated above, the time and rate, terms, etc., need not be shown, but the following reference statements must be made:

Assigned at No. 25.

Released at No. 26.

These references should appear as the last two lines of the entry, imme-

This is superfluous and unnecessary, and is only shown because some examiner wants it, or many of them in a locality ask for it. An abstract should not be a statute book, too; it is only supposed to show matters of record.

No. 3.	William Johnson, Maggie Johnson, his wife, (her X mark)	Instrument,	Mortgage.
	to	Dated,	Feb. 5-1915
	The Fidelity Mortgage Co.	Filed,	Feb.10-1915.
		Acknowledged,	Feb. 5-1915.
		Before, T.M.Jones, N.P.Jackson Co. Mo.	
		Consideration, \$2500.00	
		Book 139, Page 242.	
Conveys: The North West $\frac{1}{4}$ of Section 12, Township 23, South, Range 6, West, 6th. P.M.			
Due, 5 years, 5 1/2%. Interest payable Jan. & Jul. 1st each year.			
Witnesses to Mark: Beth Smith, Charley Jones.			

If the examiner wants to know why the Patent was issued let him consult the statutes. The entry on the abstract explains under what Act of Congress or the State Legislature it was issued and that is all the abstracter need show.

There is no consideration (monetary) given in Patents from the United States. The statement of "Consideration, None," is made on the abstract, however, to keep the uniformity of style and because, too, some examiner might sometime think there should be and ask for it to be shown, thinking the abstracter might have left it out. This statement will therefore give him notice, and if he does not at the time know that there is no consideration in Federal Patents, he will soon learn.

(\*If assigned, say Assigned, See No.4 hereof.; if released, Released. See.No. 4 hereof; and if both, Assigned at No.4, Released at No.5 hereof.)

See subject matter following for further explanation as to these points, if foreclosed, etc.

The word "Mortgage" should be written in red, as it just calls attention to the fact that this is a lien, and such a practice can be followed out through

diately under the explanatory note of "Witness to Mark."

The treatment of an Assignment and Release is as follows:

No. 4.	The Fidelity Mortgage Co., by Thos. C. Curran, Pres. corp. seals Attest: D. S. Cummings, Secy.  to  The American Insurance Co.	Instrument,  Dated,  Filed,  Acknowledged,  Before, G. W. Gibbs, N. P. Reno Co. Kas. Consideration, Value Rec.  Book 15, Page 261.	Assignment.  Feb. 20-1915.  Feb. 25-1915.  Feb. 20-1915.
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Conveys: Assignment of Mortgage recorded in Book 139, Page 242, mentioned at No. 3 herof.

No. 5.	The American Insurance Co., by Henry Llewelyn, Vice Pres. corp. seals  to  William Johnson,	Instrument,  Dated,  Filed,  Acknowledged,  Consideration, Full Pmt.  Book 139, Page 242.	Release of Mortgage. Dec. 28-1920.  Jan. 10-1921.  None.
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Conveys: Release of Mortgage recorded in Book 139, Page 242, mentioned at No. 3 herof, Assigned at No. 4, release being on original mortgage and copied on margin of record.

It will be noted that the assignment and releases affecting the mortgage are directly "tied-up" with it, that is reference made to it being an Assignment or Release of a certain mortgage recorded in Book and Page so-and-so, mentioned at No. .... of the abstract.

Some states provide that releases and assignments and other things shall all be acknowledged. Others provide that a release is valid when not acknowledged, provided that the release

is on the original mortgage and copied on the margin of the record thereof. In such cases a sufficient and proper showing should be made to prove that the thing was done as prescribed.

Local conditions will have to govern in many things for there are almost as many ways of cancelling mortgages as there are states.

The above also shows the treatment of showing signatures and execution of an instrument by a corporation having a seal, etc.

ready passed one branch of the legislature and will undoubtedly become laws.

The Cleveland Bar Association submitted fifteen laws in all. They were explained in a little pamphlet of attractive make-up issued and distributed by Mr. White's Company, The Land Title Abstract & Trust Co.

The Security Title Insurance and Guarantee Co., headquarters in Fresno and operating in eleven counties in the state, maintains its own printing plant.

It printed a special newspaper each morning of the recent convention of the California Real Estate Association held in Pasadena devoted to the convention and matters of interest to the Realtors and also calling attention to the 1925 convention that will be held in Fresno.

Kenneth Rice, Escrow Officer of the Chicago Title & Trust Co., who gave such an interesting address at the New Orleans Convention on "Building and Escrow Business," distributed a few specimens of their contract and escrow forms as furnished for real estate deals, also several of the letters used in their direct-by-mail advertising.

The direct-by-mail campaign conducted by this company was certainly clever.

One of their letters called attention to the value and merits of using the title company's escrow service in closing deals. In the lower left hand corner of the letter was printed a list of some of the recent big deals closed through escrow.

Another was calling attention to the facilities offered in closing and expediting a transaction, and a little pamphlet or folder was attached to the lower left hand corner of this letter telling how escrow had saved the day in two very interesting cases.

Every one of the series of letters was very interesting and worthy of inspection.

Members of the Michigan Title Association received a complete and first hand report of the New Orleans Convention through a letter sent out by President C. E. Chappell.

Mr. Chappell was greatly interested in the convention doings and his personality added to the meeting. It is fine for him to make such an interesting report to the members of his state organization. Such things as this from the officials of a state association are most commendable. The state organizations are the life of the title business. The officials should carry on and be interested in their jobs and responsibilities, likewise the members should be interested, always ready to help and assist.

Another county has thought it wise and fit to go to the expense of getting an index. Montcalm, Mich., Board of Supervisors last April voted to buy or build an index or abstract plant for that county, and they have purchased

## THE MISCELLANEOUS INDEX

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

This is to announce Mrs. Ralph F. Brown. The many friends of "Brownie" will be delighted to learn of his marriage to Mrs. Merle Weir Hinderman on Friday, January 9, 1925.

They are at home to their friends at 12970 Clifton Boulevard, Lakewood, Ohio.

Ralph has the sincere regards and best wishes of his army of friends in the American Title Association. We congratulate Mrs. Brownie on her choice and selection, and are anticipating the time when we can meet her.

The many friends of Mark Brewer and Mrs. Brewer will be pleased to learn that they are once more located in their former home, Oklahoma City.

Mark is part of the Godfrey Investment Co., Cotton Exchange Building.

The "Cornell Law Quarterly" for February contained an article on "The Title Man's Idea of Real Property Law Reform" by Charles C. White, Chairman of the Judiciary Committee, and the man who not only established a program for the American Title Association to institute reform and improvement in our land laws by the Fifteen Proposals for Uniform Land Laws, but who is also carrying their adoption to success.

This article by Mr. White deals extensively with the Fifteen Proposals.

Mr. White was also a member of a committee from The Cleveland Bar Association which drafted a series of bills on title laws to be presented to the Ohio Legislature.

The bills include Proposals Nos. 1, 3, 6, 11 and 13, some of which have al-

the plant and business of Delos A. Towle for \$26,000.00.

The Land Commissioner appointed two years ago by the Governor of the State of Iowa to study the need for reforms in land laws, etc., is going to make one major recommendation and it is as to be expected—pass a Torrens Law. Somehow these politicians think they are doing something when they give it to the people of a state or rather force it upon them—for how many of the people know what they are getting, why—and are really concerned with it and care?

Creating of any commission, chance for jobs and purchasing of equipment is taken by politicians whether it will ever be of value to the people or not and certain the Torrens Law has never succeeded in any state and nobody could really recommend it if they have made any kind of a conscientious survey and examination of its operation.

It will prosper in Iowa about as it has every other place.

A recent issue of the National Real Estate Journal contained an interesting notation about a title resting on a pop bottle, because a description in an early transaction to a tract near the town of Lancaster, N. Y., reads something as follows: Beginning at a pop bottle buried in the ground ten rods north 13 degrees east from the east doorpost of Joseph Carpenter's Tavern."

The tavern is long since gone, many years ago, and the pop bottle has never been found.

We also wonder if in those days too there were such things as pop bottles.

The December issue of "Real Estate Magazine," the publication of the Philadelphia Real Estate Board, contained a most interesting story of the New Orleans Convention of the American Title Association.

Some one or some of those who attended the convention from Pennsylvania wrote a mighty nice story for publication in that particular magazine.

A uniform state law governing the recording of deeds that present possibilities of loss may be avoided, is proposed by Mark R. Craig, Chairman of the Legislative Committee of the Pittsburgh Real Estate Board, and Vice-President and Title Officer of the Potter Title and Trust Company, Pittsburgh, Pa., for introduction in the next Legislature. The tentative draft of the Act has been submitted to officers of many fiduciary institutions and others. The Law Association of Philadelphia, acting upon a favorable report of the Committee on Legislation authorized the Committee to co-operate fully with others in modifying the law relating to the recording of deeds, so as to make them speak from dates of record and abolishing the time extension now allowed for recording. The Legislative Committee of the Pittsburgh Real

Estate Board has approved the proposed Act.

Not long ago there was some controversy over the ownership of Oklahoma oil lands. Attempts had been made to defraud a number of Indians of their property. The government had the abstracts of the questioned property thoroughly examined by experts, the clear titles took the cases flying through the courts, the Indians were awarded their property with the millions accruing therefrom and were placed in possession.

"And what do the Indians do now?" was asked of the government agent.

His reply was laconic: "They sit around, wear diamonds, and grunt."

Not our idea of content? No, but it is the Indians'. Their abstracts and titles were cleared by experts, they know they are safe.

Regarding the property you think you own, and of which some schemer may be trying to dispossess you, can you sit around, wear diamonds, and grunt?

When you come right down to it there's nothing mysterious about the advertising business. It's merely telling the right people where they can get what they want—and telling them so they will believe yours is the best place to get it.

An interesting piece of advertising is found in a printed letter issued by the Pioneer Title Insurance Co., San Bernardino and El Centro, Calif.

They are printed under the title of "The Letters of Justice B. Strong to his Nephew" and one states:

Dear Nephew Lem:

No, a "certificate of title" is not the same as a Guarantee of Title.

A "certificate of title" is a written opinion upon the record title issued by a corporation organized for the purpose of searching the public records. The certificate of title is much more convenient than the old-fashioned abstract of title with lawyer's opinion. Certificates have had a deserved popularity, but they are now being superseded by Guarantees and Policies of Title Insurance as issued by title insurance companies.

A "GUARANTEE" is INSURANCE of the title as it appears on the public records. It is not merely an opinion upon the title.

A Guarantee of Title is everything that a "certificate of title" is,—PLUS the insurance feature—and PLUS all the added certainty of its correctness which a title insurance company can give by reason of its better facilities.

A "POLICY OF TITLE INSURANCE" insures not only the record title, but against many matters not of record, such as—

Forgery;  
Invalid wills;  
Copyists' errors;

Illegal trusts;  
Undiscovered heirs;  
Undiscovered wills;  
After-born children;  
False personation;  
Deeds executed by minors;  
Deeds executed by incompetent persons;

Right of husband or wife in community property.

These are a few of the difficulties which may occur in any title. Any one of them might destroy the title which you thought was good. They are not disclosed by a search of the records.

Consequently policies of title insurance are being used more and more as time goes by, just as all other forms of insurance are being used increasingly.

Affectionately, your uncle,  
JUSTICE B. STRONG.

One of the best series of newspaper advertisements yet noticed is that of the Linn County Abstract Co., Marion, Iowa.

Some of the subjects covered are: "County Index Abstracts or Abstracts Made From Recorders Index Without the Aid of Abstract Books"; "How to Recognize Quality in the Title Business—A Good Abstract Does Not Have to be Remade and Passes the Scrutiny of the Severest Examiners"; "Some Matters Outside the Court House that Affect Title to Real Estate."

There was a demand for the information contained in them so that they had to be reprinted for distribution.

They contain a wealth of interesting facts on the abstract business and the company is certainly to be congratulated and complimented on the character and value of them.

The doctrine of publishing losses is a valuable one to adopt. The Title Guarantee and Trust Co. of New York for a number of years has published their annual statement of losses for the year on the theory that there are enough substantial losses in defects of titles so that a liberal adjustment with the insured makes friends who will tell others of the fine treatment received.

And all title companies have them and they amount to a considerable sum for the larger companies. This is the best argument against the old worn out contention of the uninformed and opponents of title insurance that only good titles are insured and what is the use of insuring them.

Announcement of additional branching out is made by the purchase of the plants of the Ukah Guarantee Abstract Co., and the Smith-Donohue Co., Mendocina County, California, concerns, by the Title Insurance & Guaranty Co. and The Western Title Insurance Co., of San Francisco.

They will be operated on the basis of title insurance service only for that county.