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. 4 MAY, 1925 No. 4

Plan Now to Attend the Convention in Denver This September

Convenient Time, Central Location of City; Reduced Railroad Fares; Attractiveness of Denver and Vicinity; The Program—All Are Inducements

Many Combinations of Railroad Routes for Choice

The Denver Convention should be the biggest in every way in the history of the American Title Association.

Each of the Convention features is an inducement in itself, but the main thing is—every man in business owes it to himself and his business to attend the convention of the organization of his fellows in that business.

People think more of a doctor who now and then goes away to a clinic or attends some post-graduate course. Some cities now require that teachers in the school system go to a summer school at least every third year. Those in the title business do not have these schools or clinics to go to, but like many other businesses, does have the annual conventions of its national organization.

This meeting is our clinic—our post graduate school, our chance to learn something from the provided program and the contact and mixing with those present from all over the country.

It is also the assembling of those interested in the progress and welfare of the business, and from these meetings and the things done as a result, the title insurance and the abstract business profits.

The American Title Association is not a chance organization nor are its meetings or any of its activities resultant in anything but good for the members, and the business. There is probably no organization which was ever founded for any more sincere and serious purposes, and which has maintained them through all its existence. Its Officials, its Committees and those interested in its work serve only for the good they can do and to fulfill their appointed duties.

It was organized several years ago because there was a need of such an organization to advance and protect the abstract business. As it grew and developed, the title insurance company and the title examiner came into its ranks, and just as the business developed and increased, so did the organization, and running right with that, comes the even greater need for it than ever before.

The title business as a whole or any of its branches can progress and prosper no more than those in it will see that it does. The only way is through the organization—and the best thing anyone can do is to attend the meetings.

No one in the business has a right to complain about his business troubles unless he is doing something to stop them. They can all be remedied, most of them abolished, if those in the business will make some effort to do it.

The Title Association can do the same things for the title business as the Labor Unions did for Labor, and the other trade and commercial associations did for their respective memberships, if those in the title business will take the same interest and part in their organization that those in these others did in them.

But a small percent of those belonging to the Association have and do attend the national conventions. Surely everyone in the business can consider it an investment and a part of his business maintenance to attend one of these meetings now and then. This year's is a good one to take as a start.

Time Convenient.

In the first place it comes at the proper time. Late August and early September is the best time of all for one in the abstract business especially, as a rule, to get away.

Another thing about the time is that those going to the meeting can take other trips such as they might want to, to Yellowstone, the Coast and any of the Western Mountain resorts and places before the meeting, and stop off at Denver on their return, the time being just right for such a plan.

Central Location and Reduced Rates Will Make it an Economical Convention.

Denver is not only a central point, within a short radius of the entire country, but also commands the lowest Summer Tourist Rates available. The lowest fares given by railroads will be in effect at the time of this meeting. These tickets to the Rocky Mountain points are sold from all parts of the country, north, east south and west. Stop-overs can be had at any and all points coming and going. A variety of routes are open for selection, go one way, back another.

So from an economical and efficiency standpoint, this convention presents these two points stronger than any other meeting. There is no one in the business who cannot afford to spend the money it will take to attend this meeting.

Everyone who does so will get more than one hundred cents on the dollar return. The value gained from attendance at these meetings cannot be estimated in cash.

No man should expect to stay in a business, or get the real worth from it unless he spends a little time and money in progressing and developing with it by devoting a little time to its general welfare and advancement, which means his welfare and development.

The attendance at the Denver Convention this year will be a gauge as to whether those in the business think enough of it to see that it continues, and prospers—in fact whether or not it will exist. It will only be kept alive by the efforts of those who have its interests at heart—and certainly it is none other than those in the business themselves.

Better think this over now—then plan to attend—and then keep the plan.

Many Planning Trip to Coast, Yellowstone and Other Points as Part of Convention Journey

Many Routes Are Available and All Points of Interest Accessible

Many from points East of Denver are planning on an extended trip at the time of attending the Convention. This is practical because of the Summer Tourist rates in effect and also on account of the stop-over privileges.

For example the fare from New York to Denver and return is $90.12 round trip, while the rate from the same place to San Francisco, Los Angeles, San Diego is $135.12, or in other words one could go on to the coast, visiting the three points mentioned for only $45.00 more.

On the same trip, starting from Des Moines, the fare to Denver and return is but $28.65, and the rate to the coast from there taking in the same three points is $77.65, or $49.00 additional.

Those contemplating such a trip can go one way, and return another. A suggested circle route would be to take a straight line from Chicago, Des Moines, Kansas City or other points to Denver, then Denver & Rio Grande-Western Pacific to San Francisco via Salt Lake City; thence down the coast to Los Angeles, San Diego and return via Southern Pacific-Rock Island to starting point.

Another good way over one of the greatest railroads in the country is to take the Santa Fe direct from Chicago, Kansas City or other points with through car service to San Diego, Los Angeles or San Francisco then return Western Pacific-Denver & Rio Grande to Denver and thence home by a number of routes, Union Pacific, Sante Fe, Missouri Pacific, Burlington, Rock Island, and the many other lines out of Denver.

Or if one wants to take in the whole of the West and the great Pacific North West, make the big circle trip.

Start from Chicago, New York, or any point east. Take the Burlington, Great Northern, Northern Pacific, Chicago Milwaukee and St. Paul, or Union Pacific, and go to Portland, Seattle and the other interesting places in the Northwest. Visit Vancouver, Victoria if desired for but $5.00 additional railroad fare over that of Seattle as a destination. Taking this northern route permits stop-overs at Glacier National Park, Yellowstone Park and the dozens of other interesting places.

Then one can proceed down the coast to San Francisco or Los Angeles and return via Denver, stopping for the convention.

The railroad fares for such a trip are only a few dollars more than if one did not include the northwestern points—i. e., only took in San Francisco and Los Angeles, and got no further north than San Francisco. As an example, from New York to California points and return as stated before, the fare is $135.12 round trip, while the same trip but including the northern routes to include Seattle, etc., is $153.12 or but $18.00 more.

From Kansas City to the three California points the fare is $72.00, and the Northwest can be included for $18.00 more, or $90.00.

Keep in mind, however, that one can choose any route he desires going, with another for the return, and stop-over privileges are granted at any point along the way either coming or going.

It is suggested, however, that those who plan to visit Yellowstone and other purely summer resorts, do so BEFORE the meeting and stop at Denver on the return. It does not make any difference, however, for those who are going to the coast. They can visit Denver and attend the Convention on the way out and then proceed west taking their time and visiting as they choose.

Full schedules of fares and routes are on file at all railroad stations telling of these summer trips. The Executive Secretary's office is also in constant communication with the representatives of all railroads, and will assist you in every way in arranging routes and planning your trip. The office has all information relative to railroads and the territories they cover, interesting places enroute and dropping a line to the Executive Secretary is all that is necessary to get assistance, and information.

MANY ASKED FOR EXTRA COPIES DIRECTORY—COPIES YET AVAILABLE.

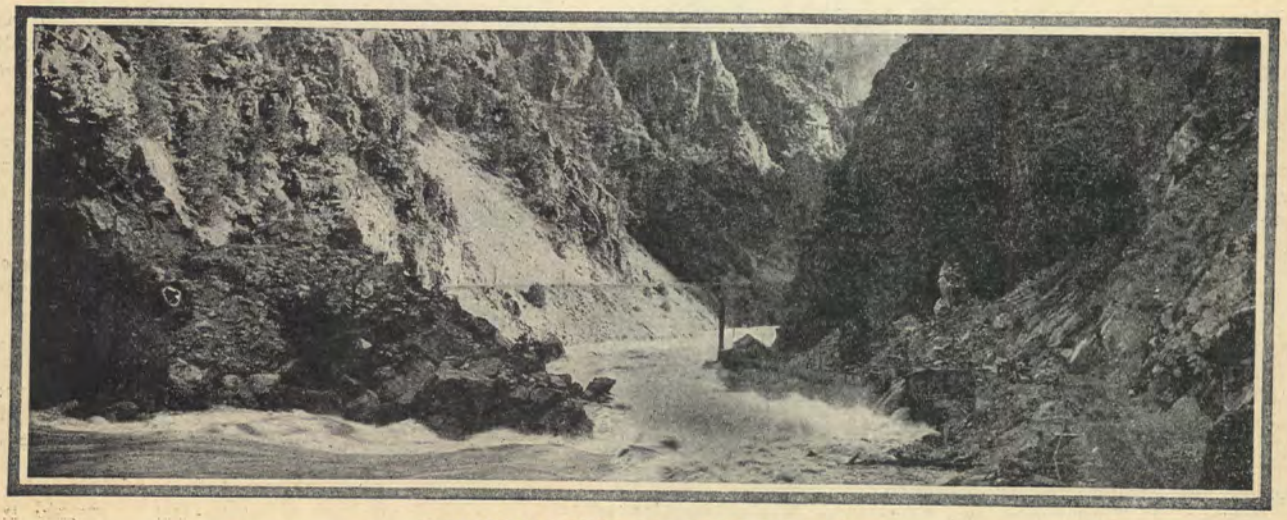
Many have taken advantage of the opportunity of getting additional copies of the Directory and distributing them to loan companies and real estate men in their counties.

Many hundred were given out. Requests for them were for lots in varying quantities, from a few to three hundred.

There are many copies yet available, so if any more want them for distribution, advise the Executive Secretary. Any quantity will be furnished.

Lady (to guide in Yellowstone Park): "Do these hot springs ever freeze over?"

Guide: "Oh yes. Once last winter a lady stepped through the ice here and burned her foot."



CANON OF THE COLORADO RIVER

On Main Line, Denver & Rio Grande-Western Railroad, the Route between San Francisco and Denver, One of Interesting Places in Vicinity of Convention City

OKLAHOMA HAS INTERESTING BATTLE WITH LEGISLATIVE MEASURES.

Original Bill Requiring Licensing, etc., Lost; Other Substituted and Suffered Like Fate.

The Bill introduced in the Oklahoma Legislature as printed in the February "Title News," providing for the bonding, licensing and other requirements to engage in the abstract business, another of which was that one must also have a set of indexes of his own to do so, lost in committee.

The main thing that proved a stumbling block was that it called for a Board, another body to supervise and license, and there seemed to be a tendency on the part of the legislature this year to eliminate Boards and above all not create any new ones.

A substitute was then provided, which eliminated the licensing, the Board of Examiners, and that the abstracter must have his own set of indexes.

This bill merely provided that a bond should be given, and did not change the law much as it now stands, merely made it a little better by raising the standards and requirements of this statute, but did provide that the following paragraph should appear as a part of the certificate of every abstracter:

"The undersigned is a duly qualified and lawfully bonded abstracter in and for said county and state, whose surety bond is dated....., is in force at date of this certificate and premium is paid to.....; that the undersigned has a complete set of indexes to the records in the office of the County Clerk (formerly Register of Deeds), compiled from the records of such office, and that the searches covered by this certificate are made from the records of said office and are not confined to the indexes thereof."

This bill likewise lost in Committee, it being referred to the Judiciary Committee at the last minute, who allowed a last minute hearing and cut the time allowed to nothing.

It lost in the shuffle without much chance of either side presenting their real views. It did, however, pass the Senate by a big majority, but never got out of the aforementioned House Committee.

However, the abstracters of the state who have title plants, and who advocated the bill are going ahead with the idea and putting the clause in their certificates anyway, which will have the effect desired as suggested in the bill presented to the legislature.

He: "Here comes a friend of mine. He's a human dynamo."

She: "Really?"

He: "Yes, everything he has on is charged."

Looking Backward—

A review of the issues of "Title News" during the past sixteen months shows that a file of matters most interesting to title affairs and the title business has been built.

It has been the constant endeavor of the officials of the Association to build a worth while and interesting monthly publication or magazine and to improve and enlarge it as much as possible.

This endeavor is being realized and the members of the Association have for well over a year now been receiving each month a title paper of interest as well as of a great deal of value.

There have been many fine articles on special points, and these together with the ones that will appear in future issues, will constitute a library of practical knowledge and information.

The following are some of the very good things that have been found in the issues beginning with the January, 1924, issue:

The inauguration of the column, "The Miscellaneous Index," pointing out interesting bits of news about title matters and those in the business.

Commencement of the series on "Abstracts of Land Titles—Their Use and Preparation," dealing in a practical way with the making of abstracts.

News of the Title Women—a page for the ladies in the business.

Beginning of an Editorial page, under the heading "Editorial Entries," where the Editor "lets off steam" on things that weigh heavily upon his mind.

The publication each month of a "Digest of Current Court Decisions on Title Matters."

"Curative Statutes," by C. Petrus Peterson in the January, 1924, issue.

"The Evidencing of Land Titles," by E. J. Stason, in the February and April, 1924, issues. These articles represent the best general explanation of the subject probably ever prepared.

"The Preliminary Report of the Judiciary Committee on the Fifteen Proposals," in the March, 1924, issue.

"The Taxation of Abstract Plants"—most everything you want to know on this subject appears in the May, 1925, issue.

"Some of the Abstracter's Obvious Duties and Problems," by M. P. Bouslog in the June, 1924, issue—a real, valuable talk on the things suggested by the subject.

"Certificates of Title," by McCune Gill, St. Louis, Mo., in the June, 1924, issue. A clear discussion of this method of title evidence.

"Farce in the Title Business," by Wm. Rowland, in the July, 1924, issue. Some pointers on certificates and the abstract's duty under them.

"Principles of Law of Real Property," by Wm. Gretzinger. A handbook for anyone in the title business. One of the most valuable things ever printed or prepared for the title man.

"Cost Accounting in Title Insurance," by John E. Potter. A story that should make any one in the title business think.

"Final Report on Fifteen Proposals for Uniform Land Laws," in the October, 1924, issue. Recommendations for laws which if put into effect all over the country would solve the problems, complications and technical exasperations in title matters.

"Title Insurance with Reference to Indian Titles," by Randolph Shirk, telling in the December, 1924, issue how these two things affect each other.

"Effect of Title Insurance on the Business of Real Estate of New York," by Fred P. Condit, in the January, 1925, issue, explaining how Title Insurance has made for convenience in real estate transactions in America's greatest city.

"Title Insurance—The Reason for It," by Edward C. Wyckoff in the February, 1925, issue, telling some of the reasons of the "why" for Title Insurance.

"Some rules on the Interpretation of Deeds," another fine work by Wm. A. Gretzinger. This is another part of the title man's handbook.

"Title Insurance," by Horace Anderson. An elementary treatise of this subject which will tell anyone what title insurance is and it's advantages.

Watch the coming issues. Many fine things will appear in them.

Recent Court Decisions on Title Matters

CONSTITUTIONAL LAW—MORTGAGES—GA.—Where property incumbered by a deed to secure a debt, under the provisions of Civil Code 1910, sec. 3306, was sold, subject to such security deed, by the grantor to a third person, who paid all of the purchase price except the secured debt, which the purchaser assumed and agreed to pay, and took a bond for title from the grantor, and thereafter the grantee in the security deed sued his debtor, the grantor, and obtained a judgment for the amount of the indebtedness so secured, and a special lien upon the property conveyed as security, even though the holder of the bond for title was not made a party to the suit or otherwise notified thereof, the equitable interest of the holder of the bond for title was divested by a sale made in compliance with the terms of section 6037 of the Code under the fi. fa. issued on said judgment. Such proceeding did not violate the Fourteenth Amendment and the similar provision of the State Constitution (article 1, section 1, par. 3), which declares that "no person shall be deprived of life, liberty or property, except by due process of law." (Scott v. Paisley et al., 124 S. E. 726).

CONTRACTS—GA.—The right of one party to rescind a contract for nonperformance by the other party of his obligations thereunder is not confined to covenants in their strict legal sense, but extends to agreements other than such covenants. Making valuable improvements on land received would not prevent party from rescinding for other party's nonperformance, and the rescinding party, not being in default, would be entitled to an allowance for the value of permanent, substantial improvements erected by him on the land of his adversary. The essentials of "restoration" of status quo as condition of rescission are that the opposite party be placed *substantially* in his original position, and that the party rescinding shall derive no unconscionable advantage from the rescission. (Fletcher et al v. Fletcher, 124 S. E. 722).

ATTACHMENT—GA.—Judgment on attachment is void for insufficient seizure in absence of actual notice. Where constructive notice is relied on, legal seizure, affecting owner with notice of levy is necessary, an overt act of constructive seizure by the levying officer being essential to the validity of levy of an attachment upon real estate. (United Provisions Corporation v. Board of Missions, 124 S. E. 820.)

DEEDS—GA.—Where a deed is recorded, it has presumably been delivered. Although grantor remains in possession of land, there is a presumption that title under a deed which has been delivered passed on the date of execution of the deed. Grants are construed against the grantor. (Colley et al v. Atlanta & W. P. R. Co., 124 S. E. 813.)

EVIDENCE—W. VA.—In order to support a deed offered as evidence of title in an ejectment suit, which deed was made by a special commissioner, in pursuance of a decree entered in a suit wherein defendant in ejectment was a party, plaintiff is not required to produce more than the decree and the proceedings in conformity with it, but where defendant in ejectment was a stranger to the suit in which the special commissioner's deed was authorized and made, the rule is that all of the record must be produced, or enough thereof to show that the parties holding title to the land conveyed by the deed, and also the land itself, were before the court, and that the land was decreed to be sold, was sold, the sale confirmed, and the deed authorized. (Furbee et al v. Foggin, 124 S. E. 828.)

MORTGAGES—S. C.—Where grantor intended to sell and grantee intended to buy, the sale should be upheld, though grantee entered into an agreement to reconvey on certain conditions, but evidence may be introduced to prove that deed absolute on its face, accompanied by grantee's contemporaneous agreement to reconvey on payment of certain sum of money, was intended as a mortgage. Gross inadequacy of price strongly tends to prove absolute deed was intended as mortgage. A "defeasance" is distinguished from a "contract to reconvey" in that performance of condition on which defeasance depends annuls deed, while deed is not annulled where grantee has contracted to reconvey, but becomes a link in grantor's title on reconveyance to him. (Mason v. Finley et al, 124 S. E. 780.)

N. C.—Mortgagor and owner of equity of redemption are proper parties plaintiff in action against assignee of note and transferee of mortgage for accounting in order that plaintiffs may redeem land from mortgage by payment of amount ascertained to be due on note. (Miller v. Dunn, 124 S. E. 746.)

PROPERTY—S. C.—An absolute owner may dispose of land on such conditions as she sees fit. (Mason v. Finley et al, 124 S. E. 780.)

TAXATION—W. VA.—Where land has been sold by decree of a court having jurisdiction thereof and of the parties in interest, and deed made therefor and regularly transferred to a stranger for value who obtains possession of the land, and afterwards the decree and confirmation of sale are set aside for error, without notice to the stranger holding the title and a resale is directed and made, at which a party to the suit becomes the purchaser, receives a deed therefor, ousts the stranger of his possession, and enters the land for taxation and pays all taxes thereon, the title of the stranger is not forfeited because he has failed to enter the land for taxation and has failed to pay the taxes for five consecutive years. The payment of taxes by the one claimant will inure to the benefit of the other and save forfeiture to the state. (Furbee et al v. Foggin, 124 S. E. 828.)

REMAINDERS—EXECUTION—In Arkansas a contingent remainder cannot be sold under execution. (Liberty v. Vaughan, 267 S. W. 361.)

REAL ESTATE LICENSE—Under the Tennessee License Law, an unlicensed real estate agent cannot collect his commission. (Wender v. Lobertini, 267 S. W. 367.)

DESCRIPTION—ALL PROPERTY—A description as "all property owned by grantor or hereafter acquired in Howard County" was held good. (Snyder v. Bridewell, 267 S. W. 561, Arkansas. Two judges dissented because of difficulty of location by abstracter.)

DEED—TIMBER—DEFEASIBLE FEE—ARK.—A conveyance provided that the property should revert to grantor if grantee died single; the grantee executed a timber deed and died single, and this was held to terminate the lumber company's rights. (Russell v. Pagan, 267 S. W. 573.)

OUTSTANDING INTEREST OF HEIR—A purchaser of land, from a party in possession who has claimed to be the sole owner for many years, takes subject to the rights of another heir owning a 27 interest, even though affidavits of record did not show him to be an heir. (One of the judges dissents on the ground that an innocent purchaser for value should be protected in such a case, particularly against the rights of a mortgagee under an unrecorded vendor's lien on the interest. Carter v. Thompson, 267 S. W., 790.)

TRUSTS—FEE SIMPLE—MO.—A direction to a trustee to convey at a future time to a person "or" his heirs does not vest an equitable fee in the person, but passes the fee to the heirs by purchase if the first taker dies before the time for conveyance. (Hall v. O'Reilly, 267 S. W. 407.)

PROCESS—ERROR IN NAME—MO.—A suit is good even though the name of defendant is misspelled, if he is personally served or answers. (State ex rel v. Hogan, 267 S. W. 619.)

Committee on Constitution and By-Laws Has Many Things to Consider

Abstracters Section, Designation of Officials of Sections and Others

There was a Committee on Constitution and By-Laws appointed at New Orleans, as is the usual custom at Conventions, but nothing came up for them to do. They were therefore held over for any matters that might come before the next convention, although there were no probable ones in sight at that time. Fortunate, however, that such was the circumstances and they held over, because three important propositions have been presented since.

The first is the Abstracters Section, which will require an important change in the constitution, and which according thereto, can be done only at the annual meetings and upon a two-thirds favorable vote of those present.

The second of importance and which will require similar action is a change presented to the Executive Committee for consideration and which was referred to the Committee on By-Laws.

This is in regard to the title or designation of the heads of the various sections. With three now within and constituting the General Organization, there are many things in favor of having the heads of each designated as "Chairman" rather than "President" as is now the case. In other words, it will be "Chairman of the Title Insurance Section"; "Chairman of the Title Examiners Section" and "Chairman of the Abstracters Section." Then there will be the Vice-Chairman, Secretary and Executive Committee of each.

There should only be one President of any organization, and the change of these division officials' designation will be more appropriate. This also follows the custom existing in other organizations having a similar structure and scheme of organization.

This change was presented to the Executive Committee, and was supported by many of the state representatives present, in fact it was stressed to a large degree. The Minnesota Title Association held its meeting just the day before the Chicago meeting too, where the matter of the formation of an Abstracters Section to the national organization was presented, and that association voted as being in favor of it, providing, that the designation of the title of the section heads should be "Chairman" instead of "President."

The other change brought to the attention of the Executive Committee and referred to the By-Laws Committee was that some provision should be made for a successor to an official of the American Title Association who might drop out of the title business after his election to office. It was suggested that some provision should be made whereby in such cases his office in the Association would automatically cease should he discontinue being in the title business during his term, and some means of a successor provided.

So the By-Laws Committee has more work outlined for it this year than at any time since the Nashville meeting in 1919 when the reorganization scheme of a paid Executive Secretary and the creation of the Sustaining Fund was provided.

But it will be well handled. The personnel of the Committee is constituted of men experienced in this work, and the Chairman is the veteran of the American Title Association in such things, Perry Bouslog, who has formed, drafted, and revised the Constitution and By-Laws since the organization of the Association.

"PIKES PEAK"
From which Colorado Springs and Vicinity Calls Itself "The Pikes Peak Region."
This should be visited by everyone attending the convention
(Cut courtesy D. & R. G. W. R. R.)

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

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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.

MAY, 1925.

Editorial Entries

Is the abstracter worthy of his hire? Sometimes one wonders, because there is probably no business that receives so many cuffs, and petty larceny complaints on the charges made for the work done as with the abstracter for his services. But as usual in such matters, a little thinking and observing brings out a few interesting things.

Every now and then some attempt is made to pass laws regulating abstract charges. Some abstracters live in chronic fear that their legislatures will pass regulatory feebills. Minnesota passed a law many years ago, regulating the fees of abstract services and prescribing that the county officials should make abstracts on request. Some years ago, Oklahoma had such a law passed, as did North Dakota, and out of these North Dakota is the only one where the abstracters have taken it upon themselves to eliminate the matter and they did it by not attempting to have the law repealed, but by getting the fees raised.

So one of the first legislative measures regulating the fees of a private business was directed at the abstracter. Why was he singled out—why should his fees be regulated any more than the doctor, dentist, and lawyer? The theory is sometimes advanced that the abstracter is more or less of a public servant—working and getting his "meat" from the public records, and therefore more or less subject to regulation than the others; that the government provides for the recording and keeping of the records of things making the title to property—and can therefore supervise the fees for a showing thereof. This might be true if county officials were authorized or directed to make such a showing of the records, or were the only ones who did such work, but certainly not for the private abstracter who maintains an office, indexes of his own, has overhead expense which he pays for and not the tax-payers, and whose desire is to render only the best of service, backed by individuality and skill, which the county official has not the incentive and same inspiration to achieve.

And after all, the cost of abstracts should be regulated and figured on the same basis as anything else—cost of production and service rendered. Yet, abstract fees have remained practically stationary in the past decade and something else interesting is in the fact that there is not a great variance of fees charged in the different places over the country, and certain it is that in both instances, the cost of doing business has increased many fold in the past several years, and the cost of doing business is a great deal more in many places than others.

Is it true therefore, that abstract fees generally are based not on the cost of doing business, or commensurate with service rendered, but more along the idea of a measly and inadequate recompense on a figure of just something that the public will stand?

It probably is true that the public regulates the abstracter's fees and not the abstracter himself. The abstracter can to a certain extent, because of the great similiarity in action, be compared to the lawyer, the dentist, the doctor, and yet all of these others most certainly set their own charges, and it seems the more they charge the more the public likes it and thinks them worthy.

It is true that people look upon a thing as cheap that has a cheap price, and have a greater respect for a thing that comes high. In other words they like to pay a good price for a thing when they know they have to, and the average person respects a thing more that he has to "shell out" big for. Likewise he develops a contempt and ridicule for a cheap thing, and this increases if he is able to beat it down or make a fellow take what he can get for his service or product.

Therefore if the abstracter is the brunt of such a situation, and subject to inadequate returns and a petty bickering from his clients, there must be reasons.

Thought will bring out three main ones, and the second and third are probably more or less the results of the first.

The first is largely a result of circumcumstance—maybe a psychological matter. It is this—as a rule, in all but a very few places, it is the accepted custom that the seller show good and merchantable title—by furnishing the abstract, title insurance policy or other method of the evidence of title—he paying the cost of same and of making it acceptable to the buyer.

Here is where the circumstances or psychological forces assert themselves and enter into the thing. That seller begrudges everything he has to do and every dime he has to spend in doing it. He is either selling at a loss or a profit. Any expense he is put to is either more of a loss on his venture, or less from his profits. He has either made or lost, is through with the thing, wants to dump it and get rid of it in either event—and would willingly try to get the purchaser to give him his sale money without any evidencing or examining of the title. Then too, he possibly had the abstract examined when he bought it, and the title was accepted and approved by his attorney. Now comes the new purchaser who likewise has it examined, his attorney finds some few little technical requirements, requiring expense to satisfy and this adds to the irritation and impatience of the seller. Consequently he beefs and crabs at the abstract charges and for all other expense as far as that is concerned, but usually vents his spleen on the poor abstracter who as a rule meekly takes it and feels more or less ashamed of himself for having to charge at all. That is, many abstracters act that timid and cringe under complaints of prices charged.

Any abstracter can realize this first reason is so, by thinking of and comparing the difference in attitude of a man towards his abstract bill when selling property, and when he is getting a loan upon it. Rarely, if ever, does the abstracter get a complaint or does there come any "crabbing" from the man getting his abstract fixed for a loan. In this case he is anxious, wants the thing fixed right, right away, he needs the money, cannot get his loan through until the abstract is finished, and pays the bill with a smile. He needs the abstract in such a case, for his own convenience,—for its assistance in getting his money—and has a different frame of mind entirely.

Now the second reason likewise hinges upon the first. That is that many good abstracters are in competition with cheaper, less efficient and unethical competitors who will make a cheap, makeshift abstract for almost any price. But under the circumstances related above in reason Number One, the seller, the one who is having to furnish the evidence of title, is anxious to get it done as cheaply as possible and therefore patronizes the cheaper even though incompetent one in order to save a few lousey cents and be to that much less expense. He cares not whether the abstract is neat, or made properly, if it gets by that is all he should worry about.

And the third reason is **because of**

the attitude of the too great number of those in the business—lack of backbone and personality to stand up and look their customers in the eye, know they earned their fee and more too, that it was worth the money and not stutter and excuse themselves and talk in an apologetic tone of voice when telling what their charges are. Too many abstracters have not the nerve, abdominable equipment if you please, to make a charge commensurate with the value of work done and service rendered, and collect it without an argument or complaint from the customer.

People think just as much of a thing, a man or a business, as that thing, that man or that business thinks of himself, and if any business is half-hearted about its charges, stutters, stammers and apologizes for them and conveys an impression to its patrons that maybe it is a little high, and the money was not really earned, and "if you complain I might cut it a little because I have not the back bone to resist you," then it will receive that kind of treatment.

A few years ago this situation was deplorable and almost universal. But times have changed for the abstract business the same as any other, and there has been a big improvement. The abstract business has improved and progressed, and those in it have naturally developed with it. People have learned that the evidencing of titles is a thing of complexity and calls for skill. The seller is realizing that he needs service the same as the other fellow—the buyer, and the quicker and more efficiently it is done, the quicker he gets his money and the less time consumed in the deal.

Another factor entering into it is that the vast majority of deals made nowadays are by brokers, either real estate dealers or loan companies. They usually handle all the details, the buyer and seller or borrower never seeing the abstract or any of the other papers. This broker or mortgage dealer is anxious to complete the trade or loan, he wants the best service so he will be enabled to get his commission quicker, and likewise does not want to be bothered with delays occasioned by incompetent abstracting and poor service from the abstracter. He therefore is willing to pay for the service to get the best.

No one with any sense at all objects to paying a fair, reasonable and worth while price for a good article, whether it be something tangible or just service rendered.

The average citizen is getting more and more to realize too that the title is the whole thing in a real estate transaction. That the titleman's work is a real part of every deal, that it calls for skill and efficiency, and is therefore willing and expects to pay a reasonable fee to him for his work.

But the abstracter should first acquire a bit higher regard and respect for his own endeavors, realize more his importance, believe in himself and his work, know he is entitled to a thoroughly adequate fee for his services, believe in himself and his charges, and so impress the customer.

If he does this, then the battle is more than half over, and the ice broken right at the start.

Give service, do competent and efficient work, make your own charges, do not worry about your cheap, unethical or cut rate competitor, concern yourself with the development and advancement of the abstract business, and see if it does not pay.

There are many abstracters who are making a reasonable and just living and return from their business, who charge sufficiently for their work, who get their fees and who do not have any contention or argument over their charges. This should be the case with everyone.

CALIFORNIA LEGISLATURE TABLES TORRENS TITLE WITHDRAWAL BILL AFTER HOT COMMITTEE DEBATE.

Senate Bill No. 153, by Senator Sample of San Diego, providing a method whereby the title to real property which has been registered under the so-called Torrens Act may be restored to the same system of registration and transfer as pertained to the real property before such registration, was tabled March 18 by the Senate judiciary committee after a warm debate. The motion was made by Senator Inman of Sacramento, and carried by a close vote. Among the Senators voting to table the bill were the chairman, Senator Jones of San Jose, Inman, Harris of Fresno, Dennett of Modesto, and West of Oakland. Opposing the motion were Senators Sample, Swing and Christian. The final vote was 6 to 4.

Major Walter K. Tuller, representing the title companies of Los Angeles, appeared on behalf of the measure and made the principal argument. He contended that the initiative act did not forbid the enactment of the bill, which he said, "would give relief to thousands of small property owners who are unable to get loans on their property under the land title registration."

Several Senators expressed the opinion that the Land Title Act of 1914 bound the land irrevocably under Torrens, unless another initiative act was proposed and carried by the people.

The chairman read letters from two Los Angeles attorneys in opposition to the bill. Chairman Bloodgood of the State Association legislative committee sent a letter approving the bill, declaring it was favored by the legislative committee unanimously.

Several of the members favored the bill providing it was a constitutional measure, of which they were not convinced.

Harold: "Doesn't know much, does he?"

Clarence: "Not much—he thinks Muscle Shoals is a wrestler."

TITLE INSURANCE COMPANY ORGANIZED IN ROCHESTER, N. Y.

A company has been incorporated in Rochester to issue title insurance. It will be known as the Title Guaranty Corporation of Rochester.

The new company is allied with the Abstract Guarantee Company, but will be operated separately therefrom, issuing title insurance only. The Abstract Guarantee Company, however, will still continue, as it has been since 1886.

De Lancey Bentley is the General Manager of the Companies.

STATEMENT OF THE OWNERSHIP, MANAGEMENT, CIRCULATION, ETC., REQUIRED BY THE ACT OF CONGRESS OF AUGUST 24, 1912,

Of "TITLE NEWS," published monthly, at Mt. Morris, Ill., for April, 1925.

State of Kansas, } ss:
County of Reno, }

Before me, a Notary Public, in and for the State and county aforesaid, personally appeared Richard B. Hall, who, having been duly sworn according to law, deposes and says that he is the Editor of the Title News, and that the following is, to the best of his knowledge and belief, a true statement of the ownership, management (and if a daily paper, the circulation), etc., of the aforesaid publication for the date shown in the above caption, required by the Act of August 24, 1912, embodied in section 411, Postal Laws and Regulations, printed on the reverse of this form, to wit:

1. That the names and addresses of the publisher, editor, managing editor, and business managers are: Publisher, American Title Assn., Hutchinson, Kansas; Editor, Richard B. Hall, Hutchinson, Kansas; Managing Editor, Richard B. Hall, Hutchinson, Kansas; Business Manager, Richard B. Hall, Hutchinson, Kansas.

2. That the owner is: (If owned by a corporation, its name and address must be stated and also immediately thereunder the names and addresses of stockholders owning or holding one per cent or more of total amount of stock. If not owned by a corporation, the names and addresses of the individual owners must be given. If owned by a firm, company, or other unincorporated concern, its name and address, as well as those of each individual member, must be given.) The American Title Association, Fred P. Condit, President, New York City; Richard B. Hall, Secretary, Hutchinson, Kansas; J. W. Woodford, Treasurer, Tulsa, Okla.

3. That the known bondholders, mortgages, and other security holders owning or holding 1 per cent or more of total amount of bonds, mortgages, or other securities are: (If there are none, so state.) None.

4. That the two paragraphs next above, giving the names of the owners, stockholders, and security holders, if any, contain not only the list of stockholders and security holders as they appear upon the books of the company but also, in cases where the stockholder or security holder appears upon the books of the company as trustee or in any other fiduciary relation, the name of the person or corporation for whom such trustee is acting, is given; also that the said two paragraphs contain statements embracing affiant's full knowledge and belief as to the circumstances and conditions under which stockholders and security holders who do not appear upon the books of the company as trustees, hold stock and securities in a capacity other than that of a bona fide owner; and this affiant has no reason to believe that any other person, association, or corporation has any interest direct or indirect in the said stock, bonds, or other securities than as so stated by him.

5. That the average number of copies of each issue of this publication sold or distributed, through the mails or otherwise, to paid subscribers during the six months preceding the date shown above is.....(This information is required from daily publications only.)

RICHARD B. HALL.

Sworn to and subscribed before me this 25th day of March, 1925.

(SEAL) Guy W. Morton,
Notary Public

(My commission expires Feb. 18, 1929.)

"Title Insurance"

By Henry R. Robins, President Peoples Bank & Trust Co., Philadelphia, Pa.

(This article is reprinted from "Real Estate Magazine," official publication of the Philadelphia Real Estate Board, and is an address made by Mr. Robins at the First Meeting of the Philadelphia Board's Forum.)

"'Title Insurance.' Either one of these two words would provide material upon which one could talk all night without exhausting the subject," said Mr. Robins. "One of the most impelling forces of evolution and progress is man's desire to acquire right to property. His right is his title. Mr. Blackstone's definition of title is loose and inaccurate, and has been criticized by Bentham and Austin, both of whom were men of much more profound intellect. He says it is 'the means whereby a man comes into the just possession of the property.' That is not a man's title. His title is his right to the property. The means of acquiring it is only the evidence of such right.

"To insure a title to property it is necessary to inquire into and examine the means whereby it was acquired in order to establish the evidence upon which it is based.

"Insurance is a contract, whereby the one party called the insurer, for a consideration, agrees to indemnify the other party, called the insured, against loss resulting from the happening or non-happening of some certain event.

"Title Insurance differs from all other kinds of insurance. All other kinds indemnify against loss in the future resulting from the happening or non-happening of some event in the future. Title Insurance is indemnity against loss in the future resulting from the happening or non-happening of some event in the past. Title Insurance is an agreement whereby the insurer for a valuable consideration, agrees to indemnify the insured in a specific amount, against loss arising through defects of title to real estate, wherein the latter has an interest, either as purchaser or otherwise (see Foehrenbach vs. Title Co. 217 Penna. 331).

"I will try briefly to outline how title insurance companies perform their duties. When a man buys a piece of property and desires the title to be insured, he, his lawyer, or his agent goes to a title insurance company, and makes an application. This application contains a short description of the property, the nature of the transaction to be insured, the name of the person to whom the policy is to issue, and the amount of the insurance. It is handed to the application clerk of the company, who passes it on to the title department by whom the actual work of examination is performed. This examination is of all past events in connection with the particular title; as it is upon the happening or non-happening of such past events that the title must stand or fall.

"First, must be examined the record of all the deeds, wills, sheriffs' sales, and recitals, etc., from the present time back to the origin of the title.

"Second, examination must be made to ascertain what mortgages, or adverse deeds may have been made or other acts committed by the various owners, during the time of their respective ownerships; what judgments may have been entered against the recent owners; what water rents and taxes are unpaid; and what bankruptcy or equity proceedings may have been instituted affecting the property; and what mechanics or municipal liens may have been filed against it; in fact, a general search must be made for all incumbrances of every kind.

"A short abstract of every link in the chain of title is made up by one of the clerks from records in the office of the Recorder of Deeds, the Prothonotary, the Register of Wills, and other public offices, and after being arranged in chronological order are fastened together. This is called the Brief or Abstract of title.

"Another set of clerks meanwhile are searching the records for any mortgages, adverse deeds, mechanics' liens, unpaid taxes, unsatisfied judgments and all other kinds of encumbrances. The report of the result of their labors is called a set of searches.

"The set of searches, and the abstract of title, are then referred to another set of clerks called examiners, or readers of title. They read the abstract of title for the purpose of detecting any flaws, noting as they proceed, the various objections, which might be raised, in the nature of a defect, or flaw in the title. Also after examining the searches note is made of all encumbrances found to exist against the property.

"The final result is then reduced to writing on a paper called the Settlement Certificate, which sets forth, first: That a conveyance is about to be made of the particular property from the vendor to the vendee; then, that certain encumbrances or objections are found to exist; enumerating under appropriate headings all mortgages, ground rents, unpaid taxes, mechanics' liens, judgments, unpaid water rents, and all questions of title necessary to be answered. This certificate is then delivered to the purchaser or his agent, and a copy of it to the seller or his agent in order that arrangements may be made for the removal of the various encumbrances and objections before settlement.

"A time is then arranged for both parties and their representatives, to meet at the title company to close the settlement, and conclude the transaction.

"The title companies maintain a staff of clerks, called settlement clerks, whose duties consist of making up and adjusting the figures between the parties, upon a paper called a 'Statement of Settlement,' which shows all the charges against, and allowances in favor of both buyer and seller, such as purchase money, sums paid on account, apportionment of taxes, water rents, house rent, or interest on encumbrances; in this way they arrive at the amount of the exact balance due. This balance having been deposited by the purchaser, he can then rely upon the title company to see that a proper and sufficient title is conveyed to him accompanied by a title insurance policy, or his money returned to him.

"From the money deposited, the settlement clerk then deducts the amounts necessary to pay off all the existing encumbrances, giving the balance to the seller, and obtaining from him the executed deed, which is then recorded in the office of the Recorder of Deeds. The title company is then ready to insure the title as "marketable and good."

"That, in brief, is an outline of the mechanical part of a single transaction. During the course of this procedure there are many places where signals are displayed fraught with danger to the company if disregarded. One of the greatest dangers lies in the interpretation to be placed on wills. Only the simplest form of will should be prepared by any one unversed in the law. To prepare a will in which trusts are created, or life estates given with remainders, either vested or contingent dependent thereon, requires a peculiar and special knowledge of the language and phraseology to be used, to express the exact intention of the testator. Technical language used by one without sufficient knowledge, is often more difficult to interpret than ordinary colloquial expressions.

"Another point of difficulty and danger in connection with wills, is determining the sufficiency of powers given to executors, trustees and fiduciaries.

"Foreign wills, those from outside our own States, are another source of anxiety, in order to determine the legality of the probate, proper exemplification and the legal effect, both in form and substance, in connection with property in Pennsylvania.

"The Constitution of the United States provides that the records of one state shall be given full faith and credit in another state, and that Congress, by law, shall prescribe the manner in which such records shall be certified. Shortly after the adoption of the Constitution Congress did so prescribe; so whenever foreign records are brought into Pennsylvania, their authenticity must be determined as well as their effect.

"But it is more in the interpretation of the wording of wills that the danger

lies, and a careful examiner should never pass lightly over a will when it appears as one of the links in a chain of title.

"It is a rule of law, that Courts will carry out as nearly as possible the intention of a testator as shown by the wording of the will; therefore, unless this intention is clearly expressed, it often causes litigation, and family trouble and disputes.

"Another danger signal is in the matter of court proceedings; first as to proper jurisdiction, and secondly as to the proper procedure.

"The law gives jurisdiction to certain courts over certain kinds of proceedings relating to real estate. In cases where different courts have concurrent or apparently concurrent jurisdiction, it is easy for a lawyer to institute his proceeding in the wrong court. In such cases, he is in the awkward position of having to make explanation to his clients, and also to correct the error causing both expense and delay.

Proper methods of procedure in court cases are also easy to overlook. In one set of cases one class of persons must be given notice of the proceedings. In another set of cases another class must have notice. In every instance where court proceedings are involved, a title company must be entirely satisfied and convinced of the jurisdiction of the court, and the adequacy of the procedure.

"Another danger is in determining the effect of a judicial sale. The effect of judicial sales of real estate and the discharge of encumbrances differs in some cases from others. From time to time changes have been made by legislation, making it necessary to scrutinize with care the exact date of a particular sale, to determine its consequences. For instance, the Act of 1867 made some radical changes, and the result of a judicial sale in 1865 would be materially different from 1868.

"Another point which needs careful watching, is the descent of property from one dying without leaving a will. The law specificially provides who is to inherit, in such cases, and a title company must ascertain to a certainty that the persons who have made, or are about to make the deed are all those upon whom the law casts the inheritance. In such cases the usual evidence is only heresay evidence and from interested parties, and it is customary to rely upon their veracity, if vouched for by someone whose integrity can be relied upon.

"The petition for letters of administration gives some corroborative evidence, and is usually checked up with the information furnished. This is one type of case where the title company must rely on the honesty of the real estate broker, the lawyers and the parties interested.

"The affidavits or proofs frequently contain internal evidence of their truth or falsity, particularly if prepared by the parties themselves. Here, also the title company, to a great extent has to rely on the integrity of somebody else, which is always a dangerous thing to do when assuming a financial risk.

"Ordinarily the form of deeds is less dangerous of interpretation than any of the matters to which I have referred. Deeds are usually prepared on printed forms which are easily obtainable, and which can be filled in and written up with more or less superficial knowledge. They are recorded in the office of the Recorder of Deeds, and examined by the abstract clerks both as to form and substance. There is always the danger that the signatures to deeds may be forgeries, and, of course, such fact cannot be disclosed by the record.

"Outside the record there are other danger spots. The possession of the property itself is one of the most important things that the title company must ascertain. A corps of inspectors is employed to inspect the properties, the title of which is to be insured. Their duty is to visit the premises and see that it is approximately as described in the application and deeds, and find out by whom the possession is held. In law, possession of real estate implies an interest or title of some kind, and it is therefore important that the possession and record title are not in conflict with each other. As possession is one of the elements of a perfect title, any such conflict must be adjusted before the issuance of the title policy.

"Another duty of the inspector is to discover any existing easements, such as rights of way across the property, or the use of any part or portion of it by others.

Easement of Two Kinds.

"An easement may be of two kinds, visible or undisclosed. Of undisclosed easements a purchaser is not charged with notice, but of visible easements he is so charged. Whether an easement is disclosed or undisclosed is frequently a nice question of fact and law. It, therefore, becomes the duty of the inspector not only to examine for visible easements, but to make every inquiry possible for such as may exist, and are not visible to the eye.

"If settlement be made at the offices of the title company, it is there that the purchaser deposits his money for disbursement. In which case the company assumes another liability than that of insurer only, namely that of disbursing agent, or, using the legal appellation, bailee, with specific duties to perform; neglect of which duties I believe would impose a liability. Before closing a settlement, recording the deeds and disbursing the purchase money, a settlement clerk must satisfy himself of the identity of the parties before him. Many losses have been sustained by title companies where improper persons have been brought in to impersonate others.

"A title company was recently asked to insure a title about to be conveyed by a man and his wife. The man was known to the clerk. He came in with a woman, alleged to be his wife. The purchase money from the sale of the property was paid to them, and they then promptly left town. The purchaser a month later attempted to collect his rent, and was informed that the real wife was in possession with her sister. The title company paid her to sign the deed in order to make the title good.

"In conclusion, let me say, that after a settlement is made and closed, the deed and other evidences of title are recorded, that is, left with the Recorder of Deeds for record. The minute a deed is left with the Recorder of Deeds it becomes an official public record, although it may not be actually copied in the books for several weeks later."

MEMBERS LEGISLATIVE COMMITTEE HAVE MUCH INFORMATION TO GATHER.

The members of the Legislative Committee can do a great deal of effective work this year by collecting the information relative to the various laws introduced, passed or defeated in the various legislatures this year.

For the first time in the history of the country, there were many laws passed benefiting the title business, and also many laws relative to real estate titles of a beneficial nature.

This was probably one of the most interesting legislative years from the standpoint of the title business. The Torrens Law was introduced in several of the states but defeated in each. Withdrawal acts were also introduced in some of the states having the Torrens Law but without this privilege.

Likewise a few bills prepared by the abstracters themselves, not only directly concerning the abstracters but title matters generally were fostered and some of them passed.

So each member of the Legislative Committee is therefore urged to collect information about all of the bills of interest or pertaining to the title business or title matters, send them to his district chairman, who in turn can send them on to Mr. Chittick, the General Chairman.

By doing this a complete report can be made on the activities and attitude of the law-makers this year.

TORRENS BILL DEFEATED IN ARIZONA.

The Torrens Bill was again presented to the Arizona Legislature. Likewise it was again tabled so will not appear in this state until the next session at least.

Most of the state legislatures have adjourned and on the whole very little was done affecting the title business. So we may rest in peace for another two years or year and then watch again.

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

Abstracts of Land Titles—Their Use and Preparation

This is the twelfth of a series of articles or courses of instruction on the use and preparation of abstracts.

As stated before many states provide for a very certain way of releasing mortgages. In some a release on the original mortgage is all that is necessary and does not require any acknowledgment when so done, because there is the endorsement of the mortgagee acknowledging the cancellation of the debt with the surrender of the mortgage itself.

Other states require that a release must be a separate instrument, with an acknowledgment by a qualified officer. This release describes that a certain note and indebtedness, secured by a mortgage on certain land (describing it), wherein John Doe and wife are mortgagors, and Richard Rose is mortgagee, dated on a certain date, recorded in Book and page so and so, has been fully paid and the same is thereby released and cancelled.

In some states it is necessary to produce the notes themselves, surrender them, and execute a form of release much as above.

In any of such instances the abstracter must of course show the release in such a form and state enough facts to show that the mortgage was properly identified and is released.

There are some especial instances, however, where mortgages are released by Administrators, Executors or Trustees of Estates, also Guardians and others.

It is necessary with these to show the authority and qualification of the one releasing.

An abstracter should not wait until he is told to, or let someone else take care of this matter, but get the necessary showing.

If you are making an abstract and find a mortgage to John Smith, that is released by the Executor, Administrator, Guardian or other acting under authority of an appointment from a court or agency of record, the release should be followed by an entry on the abstract of a certificate or statement showing his authority to act. Therefore, if this release is by William Jones as Administrator, etc. of John Smith, and John Smith's (the mortgagee) estate is probated in your own county, you should make the following certificate from information from the proper source, which can be made the next entry, numbered, and charged for:

Hutchinson, Kan., Jan. 2, 1921.

We hereby certify that we have made an examination of the records and files of the Probate Court of Reno County, Kansas, in the matter of the estate of John Smith, deceased, and same show that William Jones was duly appointed Administrator of said estate on September 10, 1920; that he qualified and was authorized to act as such administrator, and was acting as such appointed, qualified and authorized Administrator of said estate on December 20, 1920.

The Security Abstract Co.,
by ——— ———

The date, December 20, 1920, is for example's sake, the date of the release. It must be shown that he was the duly appointed, qualified and authorized administrator and was acting as such on the date in question.

Administrators act as agents to handle affairs of interstate estates, where there is no will, and the laws of most states provide that they only serve within a limited time, i.e., 2 or 4 years or some other short length of time and then the estate is closed by law.

If it is necessary to get such a release after the administrator has been discharged, then the release must be signed by all of the heirs, supported by a transcript of the probate proceedings sufficient to show that all the heirs signed.

If too, a man's estate is not probated, and he holds a mortgage which must be released after his death, then it must be signed by all the heirs, and supported by an affidavit of death and heirship.

Executors are the agents appointed to carry out the affairs of an estate where there is a will. They can continue usually to serve for an indefinite length of time and carry out the provisions of a will under the authority granted them therein.

It is likewise necessary to make this same kind of a certificate relative to them being qualified and appointed and with authority to act and that they were acting as such on the date of the release in question.

If the will makes a specific bequest of a certain mortgage giving it to one of the heirs as his part of the estate, he would have to release it himself, and in that case a copy of the will is necessary to show how he got it and became the owner, so he could execute the release.

In making a showing, however, of a release or act by an Administrator, Executor, Guardian, or Trustees of record, a mere copy of the letters testamentary, etc., is not sufficient, i.e., there must be a showing or statement that they were so qualified, BUT WITH THE ADDITIONAL ONE THAT THEY WERE ACTING ON THE DATE OF THE EXECUTION OF THE INSTRUMENT IN QUESTION.

An assignment of a mortgage is a different thing, however, for it is one of the assets of an estate and under the jurisdiction of the probate court in an intestate estate, and to be sold, for example, in the case of an assignment of a mortgage by an Administrator or Guardian of minors or incompetents, permission must be obtained from the court, and in such cases involving the sale of such an asset of an estate, this showing on an abstract of such an assignment should be supported by a transcript of the proceedings showing the petition of the estate's agent to sell, his authority to do so, and the approval of the sale by the court.

An assignment of a mortgage by an Executor however is different, for testators usually give those named in their wills as Executors full power and authority to act in such cases, and in those cases the certificate above referred to will suffice.

If the estate involved in any of the above examples is not probated in your county, then the county and state of residence of the mortgage holder can be discovered from an examination of the record thereof, and the certificate above referred to can be secured from the probate court in whatever county and state the estate is probated, which should then be recorded in the county where needed, then shown as an entry on the abstract.

If a transcript of the proceedings is necessary as in the other examples where the certificate is not sufficient, then get this necessary transcript from some abstractor in that county, for he will usually give you the proper thing in better form and in a shorter time than they could be secured from the probate court office itself.

In a majority of cases where an abstract is being brought to date (a "continuation"), one of the entries will nearly always be a release of an old mortgage. This entry should be added to the abstract and then the abstractor should always make a note back on the entry of the mortgage "Released. See Entry No. ..... hereof."

There is one thing very certain in making a new abstract, and in every continuation where it can be done, and that is to follow a mortgage and its disposal through in chronological order. Show the mortgage, then get rid of it, step by step. First the assignments if any, then the releases, etc., until it is finally and completely and chronologically done.

Deeds.

We are now ready to consider the most important probably of all the links in the chain, deeds. There are many kinds of deeds, first the most used one, the "General Warranty Deed" or the one wherein one party grants, bargains, sells and conveys certain property, and warrants that he is the rightful owner and has right to sell it free and clear of any and all encumbrance, except as might be excepted, and that he will forever warrant and defend said property unto said second party, his heirs and assigns against said party of the first part, his heirs and assigns forever, and all and every person or persons whomsoever, lawfully claiming the same. This is the deed conveying and warranting the fee title.

There is also a "Special Warranty Deed" mistaken by the layman sometimes as being something even better than a general warranty deed, probably confusing the word "special" as "especial." A Special Warranty Deed is nothing more or less than a quit claim,

because it is worded and reads like a general until the last, when it qualifies all its warranty, etc., by saying "against the said party of the first part, their heirs and assigns and all persons whomsoever claiming or to claim the same BY, THROUGH OR UNDER THEM OR EITHER OF THEM."

In other words it just warrants and defends as against any acts., etc., of the GRANTORS THEMSELVES and themselves ONLY.

The second most popular and often used deed is the Quit Claim Deed. This is nothing more than as the words imply, a release remise and quit claim of the grantor in the property. It is simply a release of his rights and ownership with no warranty or assertion to defend. Such deeds are used to merely release any claim the grantors might have, and are often used simply to make corrections in a title.

There is a difference too, in a quit claim deed or warranty deed, or in any instrument in fact executed by individuals or a corporation. The principal difference is in the acknowledgment, as will be shown later in a chapter on "Acknowledgments" but if a deed, an actual conveyance by a corporation is made on the form for individuals, then the abstracter should so state it and call attention to the fact. This is because individuals themselves acknowledge the execution of a deed or conveyance as their own voluntary act and deed, while in a corporation form it must be executed by officials of the company, who must acknowledge it as the act and deed of said corporation, and they acting as such officials.

There are other deeds, more or less only quit claims, but which are known as "Bargain and Sale Deeds" wherein the grantors merely sell and convey the land without warranty, but such instruments are becoming rare. Most states have printed forms of instruments as provided by statute and the use of these printed forms has made it such that nothing else is used except in rare cases.

There are many other kinds of deeds, all executed by some one through appointment and qualification.

These include Executors, Administrators, Trustees. Guardians, Sheriffs, and others from the courts, etc., of the Countries, and then those from the Federal Courts such as Special Masters, Referee in Bankruptcy and others.

Such deeds should always be supported by a transcript of the Court proceedings showing the reason for the appointment of the agent, his appointment, and all the steps in the court pertaining to the selling of the land. All of these kinds of cases will be explained in later chapters on Court Proceedings, but remember this: No abstract is COMPLETE that does not have the abstract of the court proceedings showing the sale as a part of the abstract and these proceedings are a part of the abstract as much as a deed or mortgage, and no abstracter should ever in any case, no matter what the custom and practice might be in his locality, leave such a showing off the abstract either by request, or suggestion or otherwise. He should refuse to show the entry of the deed on the abstract, continue it and not touch it at all unless he is also permitted to show the abstract of the proceedings.

It is the custom and practice in some places to just tell the abstracter not to show the foreclosure or administrator's sale proceedings on the abstract, merely put the entries on. This is an abuse and infringement on the rights and responsibilities and duties of an abstracter. He should not do it and no one should expect him to. People frequently do this to save expense and try to work something off on an innocent purchaser. The abstractor will later get the blame for not making a complete abstract, or they will even accuse him of having taken court proceedings off an abstract, so he could get a chance to make them again when they were never on it to begin with.

Then too, it is a frequent trick of lawyers to keep carbons of a court case and slip them into an abstract to save their client expense, many times asking the abstractor to certify to such copies. NOTHING SHOULD GO INSIDE THE COVER OF AN ABSTRACT, EXCEPT WHAT THE ABSTRACTER HAS PREPARED HIMSELF, and he should prepare everything that affects the title.

IOWA CONVENTION JUNE 4 AND 5.

The 1925 Convention of the Iowa Title Association will be held in Des Moines, June 4 and 5.

Iowa has one of the largest memberships of any of the state associations. They always have a fine program at their annual meetings and there should be a large crowd in attendance.

Every member of the Iowa Association should attend and make it his business to be at this meeting in Des Moines June 4 and 5.

ABSTRACTER'S BOARD OF EXAMINERS APPOINTED IN NORTH DAKOTA.

The Board of Examiners as provided in the bill recently passed by the State of North Dakota has been appointed. This Board is to supervise and carry out the provisions of the statute, a full text of which was printed in the April "Title News."

Governor Sorlie announced the following to serve as noted:

A. W. Dennis, Grand Forks, six year term.

A. J. Arnot, Bismarck, four year term.

John Reuter, Jr., Dickinson, two year term.

Mr. Dennis and Mr. Arnot are the President and Secretary, respectively, of the North Dakota Title Association.

The Board announced it would meet within a few days after the first of April, prepare such forms and blanks as necessary, and then send out instructions.

The abstracters of the state were notified that in the meantime they should just wait for instructions. One change to be made, however, was that the present bond now reading to the counties, should be changed to read to the state.

The Governor certainly showed consideration to the abstracters of the state in selecting and appointing this board. Mr. Dennis and Mr. Arnot have built the North Dakota Association. They have made it one of the most efficient ones in the country and through the efforts of the North Dakota Association, the abstract business has been elevated to a high plane. Mr. Reuter is also a member of the state title association and it is assured that the board will work in harmony and for the best interests of everyone in getting this matter started and under way.

The working of this law can be watched with a great deal of interest. Abstracters have argued and talked pro and con for a number of years on the subject of the licensing and examination of those in the business. It has been the cause of heated arguments in many of the state associations and at a few times in the national organization.

There has been talk for years of introducing such a bill in various of the state legislatures, but it was never attempted until the past few legislative years. Five or six states now have it under consideration and it was introduced in as many states this year.

It failed of passage and even to get out of committee in all this year except in North Dakota, where it was passed.

Now for the first time will the abstract business have a chance to see how it works, and how it will be in one state at least, to have the abstract business comply with the dictionary definition of a profession.

"ATTA BOY!"

Blessings on thee, little man,
Breeches leg shaped like a fan;
Drinking cokes enough to kill,
Lighting up your little "pill";
Six-inch belt and cock-eyed hose,
Strawberry tint upon your nose;
Latest Slangfroid on thy lip,
Hootch flask tucked behind thy hip;
Rolling eye at Shebas cocked,
Dime in pocket, o'coat hocked.
You must bring your parents joy,
Some "sweet "papa"! Atta boy!

OUR RIGHTS.

We very often hear a man express his determination to "Get his rights." Fighting for one's rights does not always pay. Very frequently we gain more by sacrificing our rights.

"Here lies the body of William Hay
Who died maintaining his right of way.
He was always right, dead right, as he rode along,
But he's just as dead as if he'd been wrong."

THE MISCELLANEOUS INDEX

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

The California-Pacific Title Insurance Company, San Francisco, California, announces the opening of a new branch at 98 North First Street, San Jose.

This gives the company six offices and affiliations, in addition to the original one at 148 Montgomery Street, San Francisco. The branches are located in Redwood City, Martinez, San Jose, Stockton, Santa Cruz and San Rafael.

A new plant was built in connection with the opening of the San Jose office.

A new edition of "What We Can Do For You," issued by the Potter Title & Trust Company, is out and is a most attractive booklet. It mentions and describes 82 different facilities offered by the company, and details each.

The book is illustrated with pictures of the company's new building and departments. This booklet is one of the finest mediums of advertising gotten out by any title company.

South Dakota has short statutory forms of deeds, mortgages, releases and other legal blanks. They are very simple, concise and certainly serve the purpose. Their use is general over the state and makes for simplicity and uniformity. Many of the abstracters distribute them.

The Semi-Annual Surveys of the Real Estate Market made and issued by the National Association of Real Estate Boards are very valuable and interesting pieces of research work.

They contain charts and graphs of the activity in real estate based upon the number of instruments recorded and are not only being figured on the present but also the period from 1916 to 1925 has been covered. The number of transfers has been growing during that time, with periods of depression showing, of course. There was a steady depression from the early part of 1920 until 1922 when it began to rise, reaching the highest peak in early 1924 but then taking a big slump until the end of the year. This chart was based on information furnished from 41 cities during the period 1916 to 1923.

The information for this work has been furnished by the county recorders, real estate boards, and title companies. The work is under the direction of Ernest M. Fisher, Director of the Department of Research and Education, and is a most creditable thing.

The Title Guaranty Trust Company of St. Louis issues a very fine booklet entitled, "The Title to Real Estate—How to Protect It."

It explains the importance of the title to real estate, and details the various methods of showing, Abstracts, Title Certificates, and Title Insurance.

Another most attractive and practical booklet on title insurance and the services of a title insurance company is issued by the Washington Title Insurance Company, Seattle, Washington.

It is especially practical for the layman to understand and therefore makes a good general advertising medium.

The Trumbull County Abstract Company, Warren, Ohio, has issued many different little pamphlets and folders for advertising. They are on various subjects and cover different points.

C. H. Barker, Secretary and Attorney of the company, has prepared many of them. Mr. Barker has also written many articles, stories, speeches, etc., on various subjects, and does not confine his literary ability to title matters alone.

Another good piece of advertising is a folder used by the Citizens Abstract Company of Pasco, Washington. It tells about abstracts, title insurance and the service rendered by the company and also shows fine maps of the county and the Columbia Basin Irrigation Project.

The Cameragraph Company, of Kansas City, Missouri, originator of the Duplex Photo Machine, has become merged and combined with the Photostat Corporation, Rochester, N. Y.

Many abstracters and title companies use these machines.

One of the newspapers of Newark, N. J., printed an article by Edward C. Wyckoff as one of the features of a recent Sunday issue.

The article was that of "Title Insurance—The Reason for It," appearing in the February, 1925, "Title News."

The Guarantee Title & Trust Company, Cleveland, Ohio, announced the opening of their new home, the Guarantee Title Building, at 819 Superior Avenue, N. E., on March 23.

The March 22 issue of the "Plaindealer" contained a nice story telling of the history of the company, tracing its existence from the first company, the consolidations, activities, etc., until the present organization in 1912.

The new building is one of Cleveland's most imposing business blocks. The title company occupies the first three floors.

Title companies are ever on the alert for methods of acquainting clients and the general public with the importance of having proper showing of title, and how it should be done.

Changes from abstracts or certificate to title insurance or any change in the form used always requires a campaign of education and the mediums used must be of a direct, interesting and brief make-up in order to receive attention and study from those in whose hands they might fall.

The Contra Costa Abstract & Title Co., of Martinez and Richmond, Cal., was very successful in changing from the certificate to title insurance.

An interesting letter came from this company recently, in which it said:

Ours is the only county in the State of California, with the exception of San Francisco, and probably the only "country" title company in the United States—where Title Insurance is the only issue of the title companies. The title companies in this county started about two years ago to strongly advocate Title Insurance until a large portion of the business was removed from the certificate of title form. Then a year ago last November 15th the title companies here sent out joint cards announcing the exclusive issue of Title Insurance.

As a great majority of our orders come through correspondence from the bankers, attorneys, realtors and the client direct and as ninety per cent of the public calls any evidence of title an "abstract", a great deal of explanation is necessary on the part of the three above mentioned professions and us. Therefore, to save an extended correspondence between our client and us, and to save the time of the above mentioned three professions we felt the need of something in writing. The writing must be in very plain language that is understandable to any person who can read, and we have found our pamphlets have met the requirements.

The pamphlet referred to is a very brief and concise explanation of title insurance, entitled, "Rates and Reasons for Title Insurance."

BUYERS FOR PLANTS: PLANTS FOR SALE: POSITIONS WANTED.
Write to Executive Secretary About the Following.

OPPORTUNITY TO GO INTO BUSINESS IN Florida. Requires some capital but there is excellent chance afforded to enter business in this locality of the state. Future seems very promising.

YOUNG MAN WHO HAS HAD SOME EXperience in the abstract business, now located in Nebraska is seeking employment and expresses no preference of location.

MAN, HAS HAD SEVERAL YEARS' EXperience in abstract business in Minnesota, both in private plant and having charge of abstract business of county recorder. Best of references and expresses no preference of location.

YOUNG MAN EXPERIENCED IN ABSTRACT work desires to locate in Colorado or middle west.

MAN WITH EXPERIENCE IN ABSTRACT work, has had charge of office for period of years, married, desires to locate some place in North or Middle West.

THE EXECUTIVE SECRETARY ALSO HAS on file names of typists and stenographers experienced in abstract work who desire positions.

EXCELLENT OPPORTUNITY IN GROWING Montana County. Only business and abstract plant there. Owner desires to sell and part would be carried back.