

# TITLE NEWS

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The American Title Association

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No. 8

## ANNOUNCING

*A Few of the activities of The American Title Association for the coming year that will be of much profit and interest to every member.*

### AN ENLARGED AND IMPROVED "TITLE NEWS."

Watch for the October issue. It will please you.

### A NEW DIRECTORY FOR 1926.

This will be one of the most practical and valuable things of the year. You can anticipate the announcement of the plan for its publication and distribution.

### A MEMBERSHIP CAMPAIGN.

Profiting by the experience gained in the past few years' successful campaigns, this year's drive will be conducted upon more enthusiastic and attractive principles.

Every desirable non-member should be brought into the organization this year. One thousand new members is the goal. Cooperation from the state associations and every member now belonging will achieve it.

### MORE ATTRACTIVE PRESENTATION OF THE ANNUAL CONVENTION PROCEEDINGS.

Read every word of the report of the Denver Program. There never was such a worth while convention. It marked a new standard and every word of the report is valuable.

### A GREATER PROGRAM OF GENERAL ACTIVITIES.

The work of the organization, of the Committees and the tasks assigned to individuals will be conducted with a new inspiration and vigor. It will be a great year.

### LAST, AND AS A FINAL CLIMAX, A BIGGER AND GREATER CONVENTION IN 1926.

Plan now to go to Atlantic City sometime next September.

## THE PHOTO MACHINE IN ABSTRACT MAKING.

Delivered by John F. Brown of Antigo,  
Before Wisconsin Title Association  
at Madison February 19, 1924.

As abstractors we are all vitally interested in adopting methods in our business that will promote accuracy and speed. Today business is asking more of the abstractor than ever before. In the matter of detail alone, the modern abstract has changed materially from the old memorandum abstract that was in vogue only a few years ago.

In localities where real estate values are low, the purchaser still asks for cheapness as the first requisite of an abstract but when these property values increase, it is not so much a matter of cheapness as it is the completeness of detail and the absolute accuracy of an abstract.

At the outset let me say that I do not claim to be conversant with all the different methods used by the abstractors in making copies of the records of the Register of Deeds office. Our office in Antigo has tried the old system of hand take-off from the records and has discarded it for the photo process. This does not mean, however, that I would advocate such a change for every office as some abstractors may feel that the old system answers their needs and that it would be inadvisable for them to adopt the photo process.

Therefore, in the discussion of this subject I can only present our own experience and you must be the judge as to whether the photo system would meet your needs.

Let me say that the county in which we operate is a new county as measured by the life of other counties of the state. With a population of 20,000 we do not of course have the real estate transactions that older and larger counties have. There may be a somewhat more active exchange of real estate in proportion to the size of the county, but still we do not claim any great volume of business. In other words I may style ourselves as one of the smaller abstract businesses. I make this statement so that when I say that we adopted the photo system of copying sixteen years ago and have used it ever since, you gentlemen may be better able to judge whether or not it might be a practical innovation in your own business.

In dealing with this subject I want to discuss it from several angles and to facilitate this I have divided my talk into topics and sub-topics.

I believe the most important factor in abstracting is accuracy. The matter of accuracy is vital to our reputations as good abstractors, and it may mean a matter of a good many dollars to us if our mistakes cause a client a pecuniary loss.

The source of most of the information for abstractors lies in the records

of the Register of Deeds. The abstractors who maintain plants and who do not belong to the curbstone variety, copy these records for their own office in order to expediate the business of abstracting and also in rendering it safe. There are two methods of making abstract notes of these records. One is the old hand take-off method and the other is the photo process.

It may be that some of you here today do your own copying of the records in the old way. I have nothing to say to you. Being old experienced abstractors you are no doubt perfect in this and have no fear of ever making a mistake. But I believe there are some who must of necessity leave this work to clerks and they no doubt realize how difficult it is to hire a clerk for this dull tedious work who will put the interest and application to this work that will eliminate mistakes.

The attorney who now examines the abstract wants the abstract to show even minor details. It must show the exact spelling of names, the correct description, the dates of the instrument, form and date of the acknowledgment, the corporation seal, the notary seal, the date of expiration of the notary, etc.

In the hand copying process there are bound to be errors in making slips and sometimes these errors may creep into your abstracts and may mean a financial loss to the abstract company.

In the adoption of the photo process you have eliminated all chances for an error in copying. Too err is human, but when you use a mechanical device you have eliminated the human element. You do not have to put your faith into the accuracy of your clerks. You immediately have a feeling of confidence in your books and records at the office which is at once gratifying and consoling. You do not have to depend upon the judgment of your clerk in the selection of the data that is put on the slip. The photo is complete as the record itself.

As accuracy is the first essential so completeness is the second. Possibly in the course of the usual warranty deeds and mortgages it is not difficult to copy all the data for your slip, but when we deal with court proceedings and wills, long descriptions entailing metes and bounds, and miscellaneous records it is quite a chore to copy these complete. The examining attorney will require that these matters be shown in detail on the abstract. This is one thing that takes lots of time in copying by the old take-off system.

By the photo process science has been able to copy these in detail at a speed much faster than the old hand-system ever copied the briefest data.

Several years ago our office was called upon to furnish an abstract on a site which was being purchased by the government for a post office. We received a tip that the government wanted everything in detail and so we submitted to the officials of the United States treasury an abstract which was

in addition to the usual abstract form of compilation, supplemented by an appendix entirely composed of photographs of the instruments shown in the abstract as they appeared on the records. The abstract never came back to the office for correction and we learned, afterwards, that it was highly commended by the examining attorneys.

I believe today that in cases where the property involved represents a large investment that an abstract of this character would be welcomed by the buyers of the property or likewise in cases where a high mortgage is being placed.

I have thus far confined myself to the topics of Accuracy and Completeness as gained by the photo system of copying records. As an abstractor's profit on a certain volume of business is in direct proportion to the dispatch with which he can get this work out and with the least amount of time, effort and labor.

I will call this sub-topic the Efficiency of the System.

A photo copying machine of the latest design can easily turn out 150 pages of records per hour. This means much to the abstractor who is struggling several months behind with his work; it means a lot to the abstractor who operates in a county where the Register copies fifty instruments per day and it means something to the abstractors who only have to copy fifteen instruments per day.

I understand that in Milwaukee county the register's office takes care of only seventy-five instruments per day. A photo system for the abstractors in such a county would cut the work down to three hours a week in copying. Copying by hand means steady employment for a good hard-working competent clerk and in addition there should be some time devoted in comparison in which the aid of another clerk is required. There is no need of comparison with the photo copying.

In the records at our office we have our early volumes hand-copied although we expect to replace these with photo records as soon as we can. It is not an infrequent occurrence that we are compelled to make extra trips to the court house to verify the take-off of the old system and more often must we make these trips for additional information which the clerk had failed to include in the original take-off.

We find that by photo copying we have gained in efficiency because first, the speed of making a complete copy; second, because we have eliminated the necessity for comparing and third, because with photo copies we are never called upon to get the original entries for verification or for additional information.

With all these advantages, however, the system would amount to nothing in a practical way if it were too expensive to operate. So we come to the head of Operating Cost which is, of course, important to the abstract business.

I want to first discuss the cost of the hand take-off and it is here that I may err as we have not done any hand copying for sixteen years. I can only recall what it used to cost us and I will welcome corrections to any statements that I may make.

I will assume that the average copyist working on the ordinary run of instruments cannot copy over sixty instruments each day, with the proper amount of information contained in the take-off. Figuring a day at eight hours, which you will admit is liberal, as most Court Houses have shorter hours, it appears we have a speed of about eight instruments per hour.

A clerk, who can be intrusted with this kind of work, is worth \$100 per month, which is \$4 per day. With a production of sixty take-offs per day it would mean that the take-offs would cost you by this process seven cents each. This is figured without charging up any time for comparing and I think on a liberal basis.

The photo system figures up something like this: In order to give you a fair idea, we will take a typical morning's work. I leave our office at nine o'clock. I fix the developing solution and hypo bath and at 11:45 I am ready to leave again, having in that time taken 150 prints with two pages to a print. In other words as a page in most cases is an instrument complete. I have taken photos of 300 instruments. In long instruments this of course does not hold true, but on the other hand we have satisfactions where there are three to a page, and in such cases if I were working entirely on satisfactions this would mean 900 instruments for two and a half hours work.

Of course offices with records up to date will not be called upon to take 900 satisfactions, but it may apply to offices several years behind in their work.

However I want to be fair in arriving at a cost of this photo system of copying so I will assume that each page represents only one instrument.

A roll of sensitized paper for the photo machine costs \$16, per roll. In each roll there is enough paper to take 700 pages of records. So we will put down that the material costs two and one-third cents per instrument. We then have three hours time to charge up against these 300 instruments. Our clerk's time is worth no more this way than in hand copying and I may state here that we have at times taken care of this work with a bright high school lad who gave perfect satisfaction. At \$4.00 per day or fifty cents per hour the time consumed is worth \$1.50, chargeable to 300 instruments, which is just one-half cent for each instrument. We now have two and five-sixths cents cost per instrument. We must add the cost of the developer and hypo which is about fifty-five cents. We have costs so far as follows: Sensitized paper \$7.00; time \$1.50; chemicals, \$.55 or a total cost of \$9.05 for 300 instruments,

or a little over three cents each as against seven cents for the hand take-off method.

#### Depreciation and Interest on the Investment.

It is hard to figure how much depreciation to charge as this would be determined by the volume of work the machine turns out. There seems to be little wear and tear on the machine. Our machine is sixteen years old and while not up to date is still as good as the day it was put in. As a machine like ours costs \$500, you will have to charge thirty dollars per year as interest on the investment and let us say twenty dollars per year depreciation.

I have now come almost to the conclusion of my subject. In closing, however, I want to deal with some matters that are important but can be set aside with a brief remark or two.

A photo machine takes a floor space of about six feet by three feet. It is movable as it is mounted on a stand similar to that of the adding machine. The developer may remain in the machine without spoiling, so your machine is always ready for work. It can be operated by artificial light or daylight. It will not be in the way of your register of deeds and I am sure will not be as much of a bother to him as a clerk who must spend most of the time in his office.

Years ago your clerks took hand take-offs which were at that time deemed all that was necessary, even though they were very brief. Today you may wish these slips were more in detail and we cannot tell what will be demanded twenty years from now. Are you building for the future with the hand take-off system by preparing data which in future years may be rejected as inadequate.

For a few minutes I want you to imagine yourselves prospective buyers of an abstract plant. You are shown the work of years, the results of hand take-offs by a host of clerks and not knowing what degree of care has been exercised and realizing that mistakes are natural, you are reluctant to pay the price asked. You look further and find an abstract plant for sale and the abstractor takes you into his vault and shows you not hand take-offs but actual photos of the records. You cannot doubt the accuracy or the fullness of the details as shown. They are as correct as the record itself. Other things being equal I am sure you would pay a larger price for the office having the photo copies. Your plant has cost you less money, less grief, less hours of worry and will sell for much more. Are you building such a plant?

*Have You Paid Your  
State Association Dues  
for 1925?*

#### TEXAS ASSOCIATION HAS RECORD CONVENTION.

The 1925 Convention of the Texas Abstractors Association held in Houston a few weeks ago was probably its most enthusiastic and best attended of its history.

This organization has been very active in the past few years but just finished an unusually good one under the aggressive leadership of Tom Dilworth and the large number of the members who are ready and willing to give active support to the work of the Association. At the beginning of the year there was a membership of 114. Two were lost during the year but 25 added making a number of 137. Thirteen were added at the convention giving the organization a fine total membership of 150, which is a mighty good record.



**TOM DILWORTH,**  
Waco, Texas.

Retiring President of the Texas Abstractors Association under whose leadership that state association had an unusual year of activity and service to its members.

An unusually good program was given. There were addresses by good speakers on a great variety of subjects of interest and value to those in the business, round table discussions and reports and nothing not done and provided to make it an unusual meeting.

A banquet was held in the evening and the Houston abstractors acting as hosts provided for the comfort and pleasure of the visitors.

Twenty-five of those in attendance spent a Sunday at Galveston on the way from the convention and had a fine time there.

The American Title Association was represented by J. W. Woodford, Treas-

## Utah Has Drastic Public Index Law

The Legislature of the State of Utah passed a bill a few years ago that has made this state a place of discouragement for anyone who might desire to maintain a real title plant and attempt to fulfill all the requirements of a real abstracter.

This bill was a blow to the already established abstracters of the state. Utah is one of the newer western states. It has rich mineral lands and also fertile stretches of country. There are some prosperous and growing cities and the abstract business was on a good basis. The abstracters for the most part had started with the communities, built plants and were growing with the country fulfilling every need.

Then came the legislature which met a few years ago and passed this law making it possible for abstracts to be furnished by the county officials at a very low cost—unreasonable and inadequate. It likewise provided for the construction and maintenance of a very complete set of county indexes, more complete than any private plant would be, but possible to be maintained by the tax-payers' money. This permitted everyone to be his own abstracter if necessary and desired, and also made it so every real estate man, lawyer and anyone else could make abstracts. All that is necessary is that a bond be furnished, and it is well known anyone can get a bond for anything and usually get it approved.

By reason of this bill, every County Recorder is required by Law to keep a complete set of abstract books. In most of the counties these are very complete, and kept up in excellent manner, as much as any private set. All a person has to do to engage in the business is to furnish a \$10,000.00 bond satisfactory to the County Commissioners. After such, the law gives him free access to the Recorder's Office, and thence by long standing custom, he has entre to the other county offices of record. As a result of this it would be folly for anyone to provide a private plant or maintain one. In Salt Lake City but two plants have survived, and there were a half dozen established in the past 35 years. However there are about ten firms now attempting to engage in the business of making abstracts—which is only natural, with the county furnishing their tools and stock in trade.

Of course many incompetent of making abstracts will attempt to do so under such a circumstance. The real estate brokers, loan companies and others cannot and will not receive competent and first class service and abstracts under such condition. Here is a case where a legislature thought it would do something smart and created a bad condition. It simply opened the gate for anyone to enter the field and dabble in the abstract business.

Mr. Alex E. Carr, one of the men

who has survived and is still surviving because of his ability and maintenance of standards has furnished the following excerpts from the law. Mr. Carr has weathered the storm and is still maintaining his ideas of efficiency and skill. He has long been a member of the Title Association and always interested. The Editor of the "Title News" acknowledges his interest with thanks.

### UTAH

#### Statements Concerning County Abstract Books.

1579. (620). Every recorder must keep:

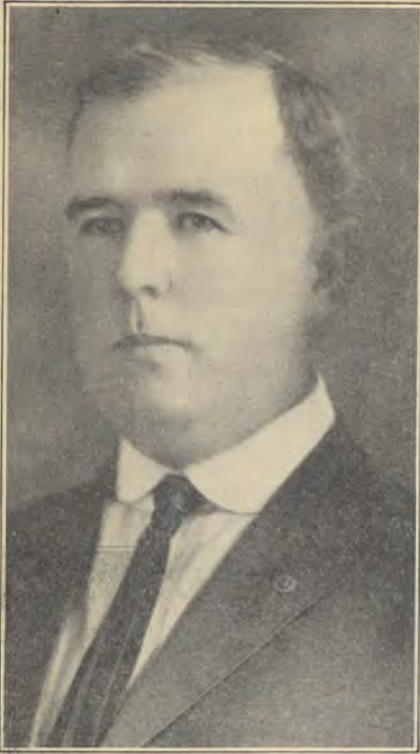
1. An "entry book," in which he shall immediately upon receipt of any instrument to be recorded, or, upon the entry upon the margin of any record of any cancellation, satisfaction, or discharge of any instrument in writing, enter in the order of its reception or entry, as the case may be, the names of the parties thereto, its date, the day of the month, the hour, and the year of filing any such statement or marginal entry, and a brief description of the premises, endorsing upon each instrument and marginal entry a number corresponding with the number of such entry;

2. A "grantor's index," in which shall be indexed all deeds, final judgments, or decrees partitioning or affecting the title to or possession of real property; which shall show the number of the instrument, the name of each grantor, in alphabetical order, the name of the grantee, date of instrument, time of filing, kind of instrument, consideration, the book and page in which it is recorded, and a brief description of the premises.

3. A "grantee's index," in which shall be indexed all deeds, final judgments, or decrees partitioning or affecting the title to or possession of real property; which shall show the number of the instrument, the name of each grantee in alphabetical order, the name of the grantee, date of the instrument, time of filing, kind of instrument, consideration, the book and page in which it is recorded, and a brief description of the premises;

4. A "mortgagor's index," in which shall be entered all mortgages, deeds of trust, liens, and all other instruments in the nature of an incumbrance upon real estate, which shall show the number of the instrument, name of each mortgagor, debtor, or person charged with incumbrance, in alphabetical order, the name of the mortgagee, lienholder, creditor, or claimant, date of instrument, time of filing, nature of instrument, consideration, the book and page in which it is recorded, and a brief description of the property charged;

5. A "mortgagee's index," in which shall be entered all mortgages, deeds of trust, liens, and all other instruments in the nature of an incumbrance



**A. S. MOODY,**  
Texas Abstract Co., Houston, Texas.  
Elected President of the Texas Abstractors' Association for the coming year.

Mr. Moody has been active in its work for several years and his selection insures another good year for the organization.

urer, of Tulsa, Okla., and M. P. Pouslog, a member of the Executive Committee, New Orleans, La.

The Texas Association has put into practice a fine scheme of dividing work among officials and committeemen, and getting things done. A. S. Moody of the Texas Abstract Co., Houston, who was Vice-President and did a great deal of work in past years, and especially last year, was elected President, which insures the success of the organization for the coming year. J. Grover Wells, of San Antonio, another very active and successful member of the Association, was elected Vice-President.

The fine attendance at this meeting, the enthusiasm and interest there, and the support of the membership all through the year was a tribute to Tom Dilworth and an appreciation of his work culminating in his Presidency during the past year.

## ATTEND

*your*

## STATE ASSOCIATION MEETINGS.

*You cannot spend time in any better way.*

upon real estate, which shall show the number of the instrument, name of each mortgagee, debtor, or person charged with the incumbrance, in alphabetical order, the name of the mortgagee, lienholder, creditor, or claimant, date of instrument, time of filing, nature of instrument, consideration, the book and page in which it is recorded, and a brief description of the property charged;

6. An "abstract record," which shall show by tracts every conveyance or incumbrance recorded, the date and character of the instrument, time of filing the same, and the book and page where the same is recorded, which book shall be so kept as to show a true chain of title to each tract and the incumbrances thereon, as shown by the records of his office;

7. An index of chattel mortgages, labeled "chattel mortgages," each page divided into seven columns, namely: "date of filing," "book," "page," "canceled," "from," "to," and "remarks";

8. An index to recorded maps, plats, and subdivisions;

9. An index of powers of attorney, labeled "powers of attorney," each page divided into six columns, viz: "date of filing," "book," "page," "from," "to," "revoked";

10. A miscellaneous index in which shall be entered all instruments of a miscellaneous character not otherwise provided for in this chapter, each page divided into seven columns, viz: "date of filing," "book," "page," "instrument," "from," "to," "remarks";

11. An index of transcripts of judgment, labeled "transcripts of judgments," each page divided into seven columns headed, respectively, "judgment debtors," "judgment creditors," "amount of judgment," "where recovered," "when recovered," "when transcript filed," "when judgment satisfied";

12. A general filing index in which shall be indexed all executions and writs of attachments, and any other instruments not provided by law to be spread upon the records, and in separate columns he must enter the names of the plaintiffs in the execution, the defendants in the execution, the purchaser at the sale and the date of the sale, and the filing number of the document;

13. The indexes, provided for in subs 7, 9-12, shall be alphabetically arranged and in each case a reverse index shall be kept.

1587. (627.) Searches and Abstracts.

The recorder shall, upon the application of any person, and upon the payment or tender of the fee therefor, make searches for conveyances, mortgages, and all other instruments, papers, or notices recorded or filed in his office affecting the title to any piece of property, and furnish a certified abstract thereof; if any such abstract or certificate is incomplete, erroneous, or defective in any important particular, affecting the property in respect to which the abstract is requested, the

county shall be liable to the party aggrieved for the amount of the actual damage sustained; provided, however, such liability shall not accrue in favor of any person who had actual notice of the error or mistake complained of. 1589. (629.) Licensed Abstractors.

Every person desiring to open and conduct an abstract business shall, before entering upon such business, make application for a license to the board of county commissioners of the county in which he proposes to conduct said business. Said commissioners shall, if they deem said applicant a proper and competent person, issue a license authorizing said applicant during all reasonable business hours and under the authority of the county recorder to have free access to said records; provided, such license shall not issue until said applicant shall file a bond with approved sureties in the penal sum of not less than \$10,000, conditioned for the faithful abstracting of said records and the issuing of correct abstracts of title. Said bond shall also provide that the said person, his agent, or employe shall be held liable for any mutilation of the records in his possession. Every person conducting an abstract business shall be liable to the person aggrieved for mistakes and errors in abstracts for the amount of actual damages sustained; provided, that such liability shall not accrue in favor of any person who had actual notice of the error or mistake complained of.

In commenting on the provisions, Mr. Carr makes the following remarks:

"A careful reading of these, I think, will impress you with the completeness of the abstract plant required by law to be kept by every County Recorder. You will notice that every document as it is filed for record is given a serial and consecutive number, and is then entered in a book opposite that number. You will notice further that the law requires the Recorder to keep a very complete set of name indexes and a complete set of tract indexes.

"The 'abstract record' referred to in No. 6 of Section 1579 is written up in a much more complete form than is actually required by law, the following information being entered in each instance: the date of instrument, the date of record, the entry number, the book and page where recorded, the consideration, the names of the parties, and a detailed description of the land affected, together with notations as to discrepancies in spelling of names in the various parts of the document.

"In addition to these books there is a very complete, in fact I think too complete, index for miscellaneous documents, as well as other books.

"You will be struck, no doubt, by the requirement of Section 1587, which requires the County Recorder to furnish abstracts and makes the County liable for mistakes. For this service the Recorder is by law allowed to charge 75c per entry and \$1.00 for the certificate, which certificate, however, can not in the nature of things be made to cover taxes or judgments."

## OREGON ASSOCIATION HOLDS SUCCESSFUL MEETING AT ENTERPRISE.

Another state association had a mighty fine convention when the Oregon Title Association had its meeting in Enterprise, August 13-14-15.

This organization has been fortunate in having energetic officials to carry on the work and arouse interest of the members. G. F. Peek of the Union Abstract Co., Portland, was re-elected Secretary which insures that all important office being taken care of for another year. These secretaries of organizations are the ones who must not fail to function, and Mr. Peek has done a good service.

R. S. Dart of Bend was the retiring President, and G. C. Pauling of Astoria was elected for the coming year.

A. T. Hastings of Spokane, Washington, one of the first Presidents of the national association, in fact, the President in the second year of its organization, and one who has always



G. C. PAULING,  
of Astoria Abstract Co., Astoria, Ore.  
President-elect of the Oregon Title  
Association.

been interested and active in its work since, attended as the representative of the American Title Association.

In addition to the business program, a fine program of entertainment was had. It started Saturday morning with a trout breakfast at the Gotter Hotel, and the visitors were then driven through Wallowa Valley to Buckhorn Springs to view Snake River Canyon. This section of the country is called "The Switzerland of America" and is a wonderful place.

Judge J. E. Jordan, President and R. D. McClallen, Secretary of the



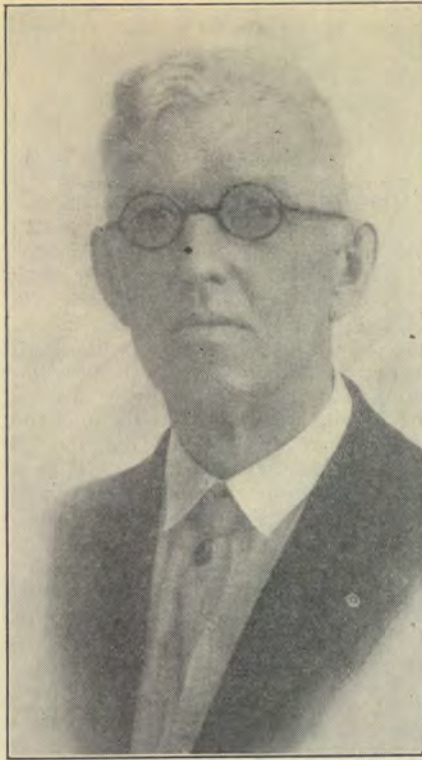
**G. F. PEEK,**  
of Union Abstract Co., Portland, Ore.  
Re-elected Secretary of the Oregon  
Title Association.

Wallowa Land, Law and Abstract Co., played the parts of wonderful hosts and royally entertained the visitors.

The next meeting of this state association will be held in Astoria.

#### **NORTH DAKOTA CONVENTION MOST INTERESTING IN HISTORY.**

Probably the most interesting convention in the history of the North Dakota Title Association was held in Fargo, July 14 and 15. The program was fine, a good crowd in attendance and the folks were feeling a bit jubilant because of the successful passage of their Abstracters' Bill by the last legislature, bettering the abstract business in the state.



**A. W. DENNIS**  
Grand Forks, N. D.

Retiring President of the North Dakota Title Association who was its First President and served for six consecutive years.

He has worked hard—made his visions a reality and the abstractors of his state can feel grateful to him for the things he did.

The session was called to order by President Dennis, who was serving his sixth consecutive year as President, and who was ably assisted by A. J. Arnot, a real state Secretary, who injects enthusiasm into his organization and puts energy into his endeavors.

The Reports of the President, Secretary and the Chairman of the Committee on Legislation, P. H. Butler, were all interesting and each told of a phase of the fight to secure the enactment of the Abstracters' Bill.



**JOHN L. BOWERS**  
Of the Mandan Abstract Co.,  
Mandan, N. D.

Elected as President of the North Dakota Title Association for 1926.

Active and energetic, one who has been interested in the abstractors problems he will continue the good work of the North Dakota Association.

John L. Bowers, of Mandan, gave some very interesting points and suggestions on the building of an abstract plant and it was worth the trip and visit to the convention for anyone to have heard his talk.

A very interesting talk was given by Miss Leona Gauthier, of the Williams County Abstract Co., Williston. Miss Gauthier is a member of the office who does some of the real work in making the abstracts and made some



**CONVENTION OF NORTH DAKOTA TITLE ASSOCIATION HELD IN FARGO.**



**A. J. ARNOT**  
Bismarck, N. D.

Mr. Arnot will again be Secretary of his state association for another year. He is active, always working and has done much to make the North Dakota Association of use and value, his efforts being the force in the passage of the Abstractors Bill passed by this years Legislature.

original and unique remarks and suggestions. It is good now and then to have one of these from the "force" give us a little inside dope.

A real interesting talk full of ideas from a live and progressive abstractor was given by Jas. W. Nielson, of Valley City.

A banquet was given the evening of the first day where two very fine talks were given by two ex-Governors of North Dakota, Devine and Hannah.

As usual this meeting deserved a much better crowd than was present. It is strange how abstractors think they cannot spend a day or two a year to attend their state association meetings. It is a very common occurrence at any of them to note that even the abstractors in the adjoining counties to the convention city are not present.

This North Dakota meeting was worth any one's time to attend. It was full of interesting and valuable talks and informal discussions, the kind from which one gets many good ideas and thoughts for the betterment of his business.

This state association had a very active and interesting year. It gets out a bulletin every now and then, takes a part in things general and as a result the abstractors of that state have benefited a great deal.

John L. Bowers, of Mandan, was

elected President for the coming year and it is therefore assured that with him as President and Mr. Arnot continuing as Secretary that the organization will continue to function.

Valley City was selected as the meeting place for 1926 and there should be a large crowd in attendance.

#### WISCONSIN HOLDS 1925 MEETING IN MILWAUKEE.

President Emil Lenicheck and his fellow abstractors in Milwaukee played hosts to a small but interested gathering at the Annual Convention of this Association.

This organization got away to a good re-organization and revival last year and started fine. A good program was arranged for the meeting this year but the attendance was small. The efforts of Mr. Lenicheck and his helpers deserved a much better support and attendance from the members. It was worth anyone's time to have been there and those who were enjoyed themselves, had a profitable time, and were hospitably cared for by the Milwaukee abstractors.

The meeting was very interesting. An address given by H. M. Seaman of the Security Abstract & Title Co., Milwaukee, on "Liens" was one of the best possible presentations of how these should be shown on an abstract and concern the abstractor. It will be printed in an early issue of "Title News." Edward Porth of Milwaukee, and John T. Kenny, of Madison, gave a most interesting story of the legislative fight the past year, and the defeat of the attempted Torrens Legislation.



**EMIL LENICHECK,**  
of Citizens Abstract & Title Co., Milwaukee. Re-elected as President of the Wisconsin Title Association.



**JOHN M. KENNY,**  
of Dane Abstract of Title Co., Madison. Elected as Secretary of the Wisconsin Title Association.

Mr. Lenicheck was re-elected President, and was enthusiastic about the work to be undertaken during the coming year.

He was given an able assistant when John M. Kenny, of Madison was elected Secretary. He is the son of John T. Kenny, an active worker in the state and national title association for years, having served as an official of each. Thus the all important job of Secretary is well filled.

Agnes Benoe of Ashland was continued as keeper of the funds of the organization.

### THE ARKANSAS TITLE ASSOCIATION

will hold its 1925 Convention  
in

HOT SPRINGS

at the

ARLINGTON HOTEL

SATURDAY

**OCT. 10, 1925**

A good program has been arranged. Every member of the Association should attend.

## PLAN TRAINING SCHOOL FOR TITLE MEN.

### One of Activities Launched at California Convention.

The most successful convention of the California Land Title Association was held in Santa Cruz a few weeks ago. Seventy-five delegates from twenty-four cities were present.

A training school and educational course for the present and prospective employes of title companies was unanimously endorsed by the 19th annual convention of the California Land Title Association, held July 10 and 11, at the Casa del Rey in Santa Cruz. Officers of the companies also agreed that the course would be a good thing for the heads of the departments and for the title officers themselves.

J. L. Mack, president of the Pioneer Title Insurance Company, led a spirited discussion on a training school for title men, which brought out a lot of favorable comment, and the executive committee was authorized by vote to work out a plan for instructing the title employes, and especially to make the course so practical that it would be available in every county by correspondence and would serve the purpose of fitting employes for a better service to his employer.

"Title companies sell service and security," Mr. Mack said. "Our employes are our reliance for the service and the better we educate them in our business the greater will be our business."

E. L. Farmer, vice-president of the Kern County Abstract Company of Bakersfield, and one of the leading men in the Title Insurance & Trust Company, contributed valuable impromptu remarks on this subject.

The association voted to discontinue printing of "Title Talks," which is a house organ, and to have the same matter pertaining to real estate decisions and titles published in the CALIFORNIA REAL ESTATE magazine, and an arrangement is to be worked out whereby reprints of the title section will be available for every member of the title association.

Another resolution commended the cooperation of the CALIFORNIA

REAL ESTATE magazine in the past and in extending to the title association the use of its columns for a legal and news department relating to title matters to be conducted in the Title Section under the direction of Stuart O'Melveney.

As a result of the stirring report by Donzel Stoney of the New Orleans convention, enthusiasm was aroused for the chartering of a special car by California to the American Title convention in Denver September 8-11. Mr.



**W. N. GLASSCOCK**

General Manager, Pioneer Title Insurance of San Bernardino, newly elected President, the California Land Title Association.

Stoney is president of the title examiner section of the national body.

Walter M. Daly, of the Title & Trust Co., Portland, Ore., and a member of the Executive Committee of the American Title Association represented that organization at the meeting and extended greetings from the national body.

Following the convention a large number of the delegates accepted the invitations of the Santa Cruz title companies, and in charge of Messrs. Clarence Dake and Hugh S. Gordon, dined on barbecued T-bone steaks at the

Forest Glenn Lakes. It was a most delightful evening and was so voted with three rousing cheers that made the redwoods ring.

Many of the delegates brought their wives, so that when the picture was taken for the state magazine nearly 100 were present in front of the Casa Del Rey.

W. N. Glasscock of San Bernardino, was elected President; B. J. Henley, San Francisco, Morgan E. LaRue of Sacramento and E. M. McCardle of Fresno were chosen Vice-Presidents, and Frank L. Doherty of Los Angeles, again elected as Secretary-Treasurer.

The California Land Title Association experienced a most successful past year under the Presidency of George Hope, of San Rafael.

Immediately after the convention, President-Elect Glasscock sent out a letter in which he stated:

"A new year of work and achievement is before us. This year will be both a responsibility and a privilege. It will be a year of responsibility to do at all times the most intelligent and painstaking work of which we are capable, in serving the needs of realtors, property owners and investors in real estate securities. It will be a year of opportunity for us as title men to bring our particular contribution to the welfare of society to a higher standard of efficiency and usefulness than we have heretofore attained.

The tendency and progress of the title business is to give a more complete, a more satisfactory and a more helpful service to its clients. The permanence and prestige of the business will be exactly in proportion as this tendency and progress becomes fact.

Your practical foresight was expressed in the mandate of the 1925 convention at Santa Cruz to the new executive committee to prepare and promulgate a course of study for junior title men. This task has already been begun. This course of study will be of immeasurable benefit to many hundreds of young men in our offices. The faithful pursuit of this course will multiply their skill and efficiency, increase their economic value to the business and to their community, and give them a wealth of satisfaction besides.

While devoting ourselves chiefly and assiduously to our own business, we



**CALIFORNIA LAND TITLE ASSOCIATION**  
In Annual Convention at Hotel Casa Del Rey, Santa Cruz.



should not forget that in giving title protection to purchasers of real property and lenders on real estate security, we are also co-workers with realtors, lawyers and bankers and financial organizations in serving the public in their property interests. To this end we should both give them our co-operation and accept theirs.

Profiting by that which is past, and with appreciation to Past President George Hope and the other officers and committeemen who have served us during the past year, let us now look forward to a year of better business, better done, in a better and more loved California."

#### IDAHO ASSOCIATION HOLDS MEETING IN BOISE.

The 1925 convention of the Idaho Title Association was held in the capital city and brought one of the best crowds in the history of the meetings of this organization.

E. C. Oggel, of the Seattle Title Trust Co., Seattle, Wash., attended as the representative of the American Title Association.

There was a good program and one of the features of the convention was an interesting round table discussion. An enjoyable banquet was held in the evening.

Henry Ashcroft, of Payette was elected President; A. E. Beckman of Pocatello, E. L. Shaw of Caldwell and O. W. Edmunds of Coeur d'Alene were elected District Vice Presidents. Karl



**HENRY ASHCROFT,**  
of Payette County Abstract Co., Payette, Idaho.  
President-Elect of the Idaho Title Association.



**KARL L. MANN,**  
of Gem County Abstract Co., Emmett, Idaho.  
Re-elected Secretary of the Idaho Title Association.

L. Mann who has served so efficiently as Secretary was re-elected.

The time and place of the 1926 meeting was not decided.

This year's meeting was very well attended and the number present made it gratifying to the officials and hosts for their efforts.

### Miscellaneous Index

One of the hard working Secretaries of the state associations is A. J. Arnot, of the North Dakota Title Association. Mr. Arnot works to keep up the membership and always maintains a list of a large percentage of those eligible, as this is one of the organizations having requirements for belonging.

The North Dakota Association also issues a bulletin every now and then which does a great deal to keep up interest. Sometimes they are mimeographed news letters, others printed.

The last one contains a report and digest of the proceedings of the last convention of the Association held in Fargo July 15th and 16th and is a very attractive pamphlet.

The office force of the California-Pacific Title Insurance Co., San Jose, California, announces the "Inspirator"—a semi-monthly publication issued bi-monthly by and in the interests of the employees of that company.

This is certainly a display of an admirable spirit on their behalf and they are to be complimented and commended upon the idea and its being put into a reality.

The little magazine is "peppy," attractive in form and make-up and reads with interest.

The Kansas City Title & Trust Co., Kansas City, Mo., announces the opening of its branch office in Kansas City, Kansas, under the name of the Kansas City Title & Abstract Co. with offices on the "main" street, 717 Minnesota Avenue.

The company acquired the Wyandotte County Abstract Co. Plant and has a most complete equipment and office for the conduct of business.

Frank D. McMullen, is the President and Manager.

Numbers 7 and 8 of "Title Talks" the Bulletin for the Members of the California Land Title Association have appeared and contain reviews of recent California decisions affecting the title to real estate.

The recent Anniversary Edition of the Akron (Ohio) Beacon Journal contains interesting write-ups and information about the companies and personnel of the title institutions of the city well known to many of the American Title Association.

It has an interesting advertisement and write up of Earl Smith's Company, the Title Guarantee & Trust Co., also of the Bankers Guarantee Title & Trust Co. of which Frank S. Carpenter is Secretary-Treasurer and John W. Thomas, Vice President. (It lists Thomas as "John Warren Thomas—another middle name disclosed.)

Another member of the American Title Association is busy in the work and development of his profession as seen by the Announcement of the Indiana State Bar Association that it will begin the publication of a Journal, same to be issued nine months of the year and George H. Bachelor of Indianapolis is one of the Committee of three appointed to carry out the work.

Mr. Bachelor is a member of the Title Examiners Section of the American Title Association and a member of the legal staff of The State Life Insurance Co. of Indianapolis. He is also Secretary of the Indiana State Bar Association.

The first issue of the publication, that for the month of June, has appeared and is a most creditable publication.

President John E. Potter of the Pennsylvania Title Association issued a most interesting news letter to the membership of that organization.

It tells of the Committee appointment for the year, and some of the things outlined for the work of the Association before its next state meeting.

## Recent Court Decisions on Title Matters

**HUSBAND AND WIFE—MASS.**—A contract of a married woman with her husband is void and unenforceable in equity. (*Young v. Young*, 146 N. E. 574.)

**DEEDS—ILL.**—If a deed is delivered with intent to convey the title, the fact that grantor retained possession of the property and exercised dominion over it until his death does not reinvest him with title. (*Standard Trust and Savings Bank vs. Carlson*, 146 N. E. 446.)

**STATUTE OF FRAUDS—ILL.**—A contract for the sale of land cannot be partly oral and partly in writing, and where the Statute is invoked as a defense to a bill for specific performance of such contract, oral agreements are not enforceable. (*Sander v. Schwab*, 146 N. E. 509.)

**WILLS—IND.**—Held that a devise by a wife to her children and grand children at the death of her husband, did not create a life estate in the husband.

Also held that a devise to the daughter of testatrix in her own name and right and to remain in her own name during her life time created a fee, no provision in the will appearing to detract from this interest. (*Dailey et al vs. Kunkel*, 147th N. E. 166.)

**DEEDS—MASS.**—Where deeds in chain of title contain provisions for the erection and use of party walls with right reserved to the grantors to enter premises and remove or alter any building or portion thereof erected contrary to stipulation, the Court held that the provision was a covenant running with the land and an "incumbrance" within contract for sale free from incumbrances. (*Bennett et al vs. Tritt et al*, 147th N. E. 40.)

**DEEDS—ILL.**—Where deeds are not delivered during the life time of the grantor they are void but where an unrecorded deed is found in the hand of the grantee after the grantor's death the presumption of delivery can be overcome only by clear and convincing evidence. (*Ehrlich et al vs. Tritt et al*, 147th N. E. 40.)

**VENDOR AND PURCHASER—ILL.**—It was held that an option in a 99 year lease to purchase leased property based on consideration of the lease, is property, and as such is a covenant running with the land, is transferable, and may be enforced in equity.

Also held that option to purchase given the lessee in a 99 year lease does not violate the rule against perpetuities. (*Geogh vs. Peck et al*, 147th N. E. 266.)

**WILLS—IND.**—A husband devised property, including land held by him and his wife as tenants by the entirety, to a trustee, said devise being made in lieu of the provisions made by law for the wife, and said will providing further that she should elect whether she would take under the will or under the law. The wife elected to take under the will.

The Court held that the widow took as devisee under the will and not as tenant by the entirety and that the devise was subject to an inheritance tax. (*In Re Arps Estate*, 147th N. E. 297.)

**INSURANCE—INTEREST OF ASSURED—MO.**—An insurance policy can provide that it shall be void if the insured has only a leasehold interest, or if a mortgage is executed, but the insurance company is estopped from enforcing such provisions if its agent knew of the conditions when accepting the premium. (*Fox vs. Connecticut*, 268 S. W. 393.)

**EASEMENTS—LATERAL SUPPORT—MO.**—An owner of a lot has an easement of lateral support for his ground and can compel his neighbor to build a retaining wall when excavating; such easement does not extend to buildings but this does not include a building some distance away whose foundations extend below the excavation. (*McGurn vs. Reichel*, 268 S. W. 399.)

**RESTRICTIONS—BUNGALOW—MO.**—A bungalow type house with five rooms on the first floor and four on the second floor, but with roof sloping down to the top of the first floor, was held to be a violation of a restriction against a "building the main portion of which is less than two stories in height" and such restriction can be enforced by injunction and order made to change the building. (*Wearen vs. Woodson*, 268 S. W. 648.)

**AGENTS COMMISSION—MO.**—A broker is entitled to Commission from the seller even though the name of the purchaser was not disclosed, if no fraud is proven. (*Klein vs. Terminal Association*, 268 S. W. 660.)

**CONTRACT OF SALE—MO.**—A purchaser can refuse to purchase and can recover the earnest money, if the seller had falsely stated that he had an option which was expiring and had other purchasers willing to buy. (*McClure vs. Real Estate Co.*, 268 S. W. 675.)

**USURY—MO.**—Naming a higher price for credit than the cash price given for sale is not usury. (*Holland vs. Rawlings*, 268 S. W. 683.)

**LANDLORD'S LIEN—MO.**—Landlord has implied statutory lien on crops for rent of current year only and not for previous year. (*Joeckel vs. Gust*, 268 S. W. 888.)

**MORTGAGE ON RENTS—MO.**—A mortgage to secure payment of rents is valid; but if unrecorded it will be subject to a recorded mortgage on the crop to one without notice. (*Joeckel vs. Gust*, 268 S. W. 888.)

**MORTGAGES—NOTICE BY POSSESSION—ARK.**—A loan company is charged with notice of the rights of all persons in possession and this applies to a former tenant who purchased the land but did not record his deed. (*Bank vs. Gray*, 268 S. W. 616.)

**JUDGMENTS—TENANCY BY ENTIRETIES—ARK.**—In Arkansas the interest of the husband in a tenancy by entireties is subject to a judgment against him and can be taken on execution. (*Moore vs. Denson*, 268 S. W. 609.)

**DEEDS—RECORDING—ARK.**—In a state allowing deeds and contracts to be recorded if acknowledged, or witnessed by two witnesses, a contract recorded but neither acknowledged nor witnessed is not constructive notice to subsequent purchasers for value without actual notice. (*Horshoe Co. vs. Fields*, 268 S. W. 1078.)

**POSSESSION—NOTICE—ARK.**—Possession of land is notice of all rights under an unrecorded contract or deed, even though the party in possession originally held as lessee. (*Horshoe Co. vs. Fields*, 268 S. W. 1078.)

**REVERSION OF CHURCH PROPERTY—TENN.**—The English rule against remoteness (perpetuities) is in force in Tennessee. In a conveyance to a church a provision that upon abandonment the title is to pass or shift to the grantors' assignee is void because too remote, and a deed by the grantor of the possibility of reverter, before the abandonment does not pass title: but the reversion to the grantor is good and his deed after the abandonment does pass the title.

*Yarborough vs. Yarborough*, 269 S. W. 36. (Tenn.) (This case does not recognize the fact that for many years possibilities of reverter have been considered as vested and alienable.)

**ROAD—PRESCRIPTION—Mere use of road by public through unfenced tract is not adverse but permissive and limitation does not run until county works the road.** (*Merritt vs. Nelms*, 269 S. W. 563.)

**DEED—CANCELLATION—ARK.**—A deed can be cancelled by oral agreement before possession is taken. (*Robertson vs. Lain*, 269 S. W. 574.)

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SEPTEMBER, 1925.

## Editorial Entries

### COLLECTING ACCOUNTS.

It is a rather common understanding that professional men do a great deal of "gratis" work, and that they suffer a large per cent of loss from failure to collect accounts for actual and bona fide work done.

There is no occasion for this. It is simply a matter of business, whether one is a "business man" and conducts his business on a business principle. Any and all businesses, professional men and most everyone suffer losses of various kinds. The losing of accounts because of the mere failure to collect them is folly of the worst kind. A man owes it to himself and his business particularly to be repaid for what he actually does and charges. He even more owes it to his family to get the money due him from his efforts and investment to provide for them. If he does not, he cheats himself and slights those dependent upon him.

Any business done on credit stands

chances of loss. Only those retail establishments selling merchandise for "cash and carry" do not. Credit has come to be an established part of business, and whether it is allowed by a mercantile, or personal service concern, it requires proper handling. Because of this the "credit man" of today was born, and the various credit and mercantile establishments and agencies came into necessity and existence.

But despite this fact, there is a greater loss of accounts and money from professional and personal service businesses than any other.

There are probably two main reasons for this. The first is material, the second psychological.

For the first it might be said that the one engaged in the business is also the one who does the work. He is either busy most of the time himself rendering the actual service for which he charges or devotes most of his time in the actual giving of the thing wanted. As a result he does not get accustomed to watching and taking care of the commercial or real business of the thing.

Probably he has all he can do—is ever on the jump looking after this and that and doing the thing. He does not spend very much time at a desk "watching the books," making arrangements with customers for credit or pay for the thing done for them, and his business is not of such volume, etc., as to warrant hiring someone to look after things of that kind. This is especially true of the average physician, dentist, and other professional men, and particularly true of the average abstractor in the smaller or even average place.

Those who want his services are usually in a hurry, deals are started and there are several steps and come-backs before it is finally completed. Some one else than the one who pays the bill usually handles the matter, does not want to advance the money, there is no real understanding about who is to really pay and some of it is overlooked in the course of the thing.

The second and "mind" part of the thing is that it is easy for the one who is to pay to not get a real cognizance of the thing that has been done.

When he buys the bushel of potatoes, an automobile, a suit of clothes or the like, he actually receives a bulk commodity, something real and tangible.

In a personal service business he has received a service, nothing he can see or feel or come into actual contact with and "feel" in his possession. It is easy to delay paying for it—nearly as easy to forget it entirely.

It was surprising the number of abstractors who ask "How can I collect my accounts." When the questionnaire was sent out a few months ago asking for subjects to be presented at the Noon Day Conferences of the Convention, it was really startling the number of those who asked and suggested such a topic.

It is ridiculous to think that an ab-

stractor should not be paid for the actual work he does, more so to think that he does not collect his accounts. Of course common sense must be used, but certainly the professional or personal service business can use some kind of ordinary rules and conduct in such matters.

Some abstractors think they cannot be firm and forceful about demanding pay or using credit rules because they might make a customer mad and not get any more of his business. Better not get the business than to not be paid. It costs an abstractor to make abstracts the same as an automobile manufacturer to make cars. He cannot stay in business and run, much less make any money if he does any amount of work for nothing.

No legitimate, ordinary business man resents a clear understanding about the credit extended to him, or what is expected of him about paying for things done for him. Most customers of any business, whether personal service or mercantile, respect a concern more for its being conducted upon real business principles and especially in the matter of pay.

One cannot buy his clothes, groceries or automobile without paying for it. Why should he get his abstracts for nothing?

Of course there are occasions when circumstances are such that time must be extended, not once but often; when payments must be accepted, when there has to be some arrangement made, and others when force and unsatisfactory means must be employed but the abstractor or any other personal service business should adopt and maintain credit rules and customs necessary and as used in other business.

This seems to be such a point as to be of interest and an article on "Credits" as pertaining to the title business will shortly appear in "Title News."

The 1925 Convention of

## THE MISSOURI TITLE ASSOCIATION

will be held in ST. LOUIS

# OCTOBER 12-13

Missouri has a large Association.  
There should be a large attendance at this meeting.

## Abstracts of Land Titles—Their Use and Preparation

*This is the fourteenth of a series of articles or courses of instruction on the use and preparation of abstracts*

There are a number of special and miscellaneous instruments in titles and this article will deal with the showing of them.

### Affidavits.

All affidavits should be shown in full. There is no argument contrary to this. They are for the purpose of stating specific information about various things, to correct, to remedy and explain. Always set them out fully and exactly.

### Leases.

Leases are only a temporary matter, except in cases of the so known "long term land leaseholds." There is a difference between a leasehold and a lease.

Leaseholds are where the leasee takes everything but the actual fee title—he gives the fee owner so much a year and in return has use and possession of the property to build up and actually own the building, paying the taxes, upkeep, and having full control of the property, for a period of years, the fee owner merely giving the ground as use for a site for the improvements.

Such "leaseholds" should be set out in full.

The ordinarily thought of leases, whereby one leases a farm for a period of a few years, or a business room of a building, etc., need not be shown in full, EXCEPT in cases where the lease is still in effect at the time of the making of or showing on the abstract.

It is then essential that the complete facts be shown on the abstract for the use of a purchaser, and the wrong interpretation by the abstractor who attempting to abstract it might cause serious trouble for everyone concerned and the abstractor in particular.

However, as these leases state that they are to run for a certain period, naming it specifically and definitely, and they expire at the end of that time automatically and by law, if the lease has expired, then the abstractor need not show it fully on the abstract.

He need only make a brief entry of it, but should SPECIFICALLY STATE THE TERM OF DURATION as stated in the lease so it will be known that it has expired and is no longer in force and effect.

### Contracts.

Contracts involving land are of many natures. A contract for the sale of land is similar in effect to a lease. It provides that A sells to B for a certain sum upon certain conditions. When they are satisfied and complied with, then A deeds to B and the contract is cancelled.

If such a contract is still in force and effect at the time of making or showing

upon an abstract, a full copy of the contract should be shown on the abstract.

If however, there is on record a deed from A to B, it shows that the contract has been fulfilled and there is no need to show it in full, the mere mention of it in skeleton form being sufficient as the deed is prima facie evidence of its having been consummated.

There are other kinds of contracts providing for certain things, such as party wall agreements with adjoining lot and building owners, easements for rights of way over and across for roads, public utility lines and other things. There are also cases where a man has agreed with someone or given a real estate man exclusive right to sell or option to buy certain land, and all of these should be shown in full unless released. When in doubt on such things, show them in full.

### Powers of Attorneys.

A power of Attorney should be shown in full. There are exceptions in certain cases of long ones where there are other powers granted that do not have any bearing on real estate where these particular paragraphs might be left out if they are long drawn and winded.

Any and all parts and paragraphs affecting or granting any right to do any act pertaining to or affecting real estate should be shown in full however.

If the Power of Attorney has been revoked, a statement should also be made on the entry, "Revoked July 3-1921 as shown by record." This will then give information as to whether or not it was in effect at the time of the execution of any instrument executed by such an attorney.

### Agreements.

These might be considered the same as contracts, and shown in full as mentioned for them.

There are Post and Pre-Nuptial agreements, Agreements for Division of Property between heirs, and any number of others. Shown them in full.

### Extensions of Mortgages.

These are an instrument for the extension of a present or existing mortgage, now due and which it is desired to be continued on the same status as before. Maybe the rate for the new time will be different from the other, and possibly some has been paid on the original amount and the extension will be only for the balance.

These extension agreements fully describe the former mortgage, giving the name of the mortgagor and mortgagee, the date, amount, rate of interest, when due, and where recorded.

In showing them on an abstract, show as entry, from first party to second party, date, etc., and state that it dees as follows:

"Extends mortgage recorded in Book 129, Page 546, for a period of five years from May 1-1925 (or until "June 1st, 1930, as it is worded) for the amount of \$4500.00 at 5% interest.

### Oil and Gas and Mineral Leases.

There are different customs in different places about this, but the general rule and probably the best to follow is to show them in full. Some contend that it is not necessary because the oil companies or one buying the lease gets the original lease or a copy of it but if they get the original lease they are not sure it is the same as the record and if they get a copy, they must get a certified copy of one themselves from the recorder, or abstractor, so why does not the abstractor furnish this service since someone must?

A good rule is to show it in full, as an entry on the abstract.

### Plats.

This is a matter for the ingenuity of the abstractor. A mighty fine way to show them is to make an entry showing the parties platting as an entry, to "THE PUBLIC" and then in the form as prescribed for entries of instrument, date, acknowledgment date and officer, book and page, etc., then saying "Plats:—and describe the land platted as given in the plat. This should be augmented by the statement, "Same being a Plat of Woodards Addition to the City of Cityville, Jackson Count., Mo., and the lots in caption hereof are shown to be a part of and contained in said Plat."

There was a chapter before on plats, in which it was emphasized that a copy of the plat, and exact copy as recorded, showing the outlines, the dedication, signature and all, reduced in size and on blue print should be attached to every abstract.

In the next chapter we will consider the various judicial deeds and the proceedings backing and originating them.

Every Michigan Abstractor should attend the 1925 Convention of The Michigan Title Association.



This will be held in  
**ADRIAN**  
October 1-2