

TITLE NEWS

Vol. 4

JANUARY, 1926

No. 12

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COMING!

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- "Liens" by Col. H. M. Seaman, Milwaukee, Wis.
- "Why I Am An Abstracter" by Mildred A. Vogel, El Paso, Tex., and others, to be announced later.

A PUBLICATION ISSUED MONTHLY BY
The American Title Association

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Hutchinson, Kansas.
January 15th, 1926.

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AND CHAIRMEN OF SECTIONS
EX-OFFICIO

Fellow Titlemen:

Hail to 1926! It promises to be the best year for the title business ever in its history. These past few years have been somewhat erratic and peace disturbing. There have been problems to solve and adjustments to make in the changing business conditions. Every section of the country has had its period of depression and light business. Some of these were state wide, others local and many effected by entire sections.

But the people of each have "dug out" and overcome them and now things are on a near normal or satisfactory stabilized basis with business activity once more an actual thing. Business will be good this year. Real estate values are established, the mortgage loan business is on a splendid basis and there will be much activity in the movement of property.

The thing of interest to us is the wonderful development of title service in these past very few years. Those engaged in any of its branches, abstracts, title insurance and examiners have increased their rendition of service to a high degree and met the strenuous demands made upon them.

The degree to which real estate will become a liquid asset is dependent upon the means and measure that the title to it can be evidenced and substantiated. Those in the business of doing that, the titlemen, therefore have a responsibility in giving the utmost of skill and service in fulfilling their duty to the business world.

Title Insurance has grown, Escrow, Trust, Guaranteed Mortgage and other logical branches of the title business have been added by many companies. Facilities for complete title service are now being rendered over the country generally. The abstractor is keen to the situation and is making better abstracts, giving complete efficient service and maintains a metropolitan title office in his community.

Our business has a wonderful future. Those in it should make the most of their opportunities and be glad of their vocation.

Sincerely yours,

Executive Secretary.

TITLE NEWS

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JANUARY, 1926

No. 12

Mid-Winter Meeting Will Be Important Event

Third Annual Joint Conference State and National Officials to be Attended by Many

All Interested in the Association Urged to Attend—Many Subjects on Program for Discussion

Indications point that another Association record will be broken in the attendance at the Annual Mid-Winter Meeting and another mark made by an event of importance and value in the activities of the organization.

This Meeting will be held in the Sherman Hotel, Chicago, on February 5th and 6th.

The meeting on Friday is termed the joint Conference of State and National Officials and it will be a very interesting session. Vice President Woodford, Chairman of the Executive Committee has had many subjects presented to him for consideration at this meeting. It will be a small title convention and many worth while things will come from it.

Anyone interested in title work and the title association is urged and invited to attend this meeting. They will not only learn and profit from the session, but will even more so from the association with the large number of representative title men and officials of the various state organizations who will be there from many states.

Those Planning to Attend Urged to Consider Questions.

The following questions have been submitted to be presented for consideration and discussion. Those planning to attend this meeting are asked to study these questions, then give them thought and consideration in the meantime so they can come to the meeting prepared to enter into the discussion.

Organization Subjects.

How to keep old members from dropping out.

Discussion of State Activities Between Annual Meetings, outside of membership campaigns.



J. W. WOODFORD,
Vice President,

The American Title Association, and Ex-officio Chairman of the Executive Committee, who will preside at the Annual Mid-Winter Meeting to be held at Sherman Hotel, Chicago, February 5th and 6th.

How to get attendance at State Conventions.

Uniformity of State Association dues. Are Bulletins issued by State Secretaries worth while?

Should State Associations in "Abstract" States try to get Title Examiners as members, or should Title Examiners join the Association directly? (Hugh Ricketts adds: "Experience has shown that there is danger of Examiners and Loan Companies' members dominating affairs of State Associations to the extent that Abstractor members lose interest.")

Is it the province of the State Association officially to notice or suggest fee scales?

What are qualifications of State Association members?

Discussion of a better method of obtaining new members without placing the entire burden on the Officers alone of State Associations.

Membership Dues for State Associations.

How to get old non-members in the Association.

How to arouse in every member of every State Association a personal interest in the American Association.

Why do Abstractors fail or refuse to join the State Association, and how can they be interested?

General Subjects.

Surety Companies attempting to do a Title Insurance business. "National" Title Insurance.

That competition as the life of business is an economic life, and that monopoly is the life of business.

Is it advisable for more than there going concerns to issue title insurance in a growing city of 300,000?

Rebates and Commissions.

State-Wide Title Insurance.

A national advertising campaign of educational nature.

Should real estate men's commission on Abstracts be abolished?

Should a National School of Abstracting be established?

Standardization of Forms.

Re-insurance of large risks among several Companies.

Should Crop Mortgages and Title Notes on improvements, such as furnaces, etc., be shown in an Abstract?

Insurance protecting Abstracter against loss through an error in an Abstract compiled.

Is this the opportune time for the Abstracters of Kansas to discontinue the making of Abstracts, and issue only title policies?

Is State Wide Title Insurance a Benefit to the Country Abstracter?

What is the best method to pursue in organizing a State Wide Title Insurance Company, and Should the State Title Association, or the officers thereof, sponsor the organization of such a company?

Would the country abstracter receive a greater benefit from the organization of a company in his own state than from

the entrance of a company from another state?

It is hard to see how any more pertinent and interesting subjects could be presented to any title meeting? It likewise is needless to say how interesting this session will be because of them, and also because of the number who have signified their intention of attending.

A greater response from the various state officials has been received than ever before. Nearly forty states have been represented at each of the former meetings and this will bring as great a distribution as well as larger representation.

The second day will also include the business meeting of the Executive Committee of the American Title Association. Here much business will be transacted, and complete details of the coming convention to be held in Atlantic City will be arranged.

Come to Chicago February 5th and 6th, attend this meeting, learn many things about the title business, about the Associations, state and national, and "mill around" with a crowd of real titlemen.

which was soon followed by one from President Fehrman.

Both Mr. Fehrman's and Mr. McLain's letters were of strong appeal to interest those in the matter of belonging to their state Association and thereby become affiliated with the national.

And to wind it up, and as a last "hot shot," Chairman Lindow sent out a New Year's Greeting and Pledge for Resolution to join the prospects state association. This was a most attractive printed folder and accompanying it as an enclosure was a self addressed and stamped card addressed to each state secretary asking to be enrolled as a member.

All it remains to do now is for each state official to be on the job and follow this up and they will do it. If ever the national association rendered a real and keen service to the state associations, it has done it in this membership campaign.

And the building of the membership is the basis for a successful organization. Every eligible abstracter and title company in each state should belong to his state and the national title associations. Keeping up and building an increased membership is a real job however. It takes persistent, constant work but this year's effort should bring in a large number of additional memberships, and it should be easy to hold them because of the many activities now being conducted by the title associations, both state and national.

The Union Title & Guaranty Co. of Detroit, of which Chairman Lindow is Vice President, evidenced a splendid spirit of interest in the campaign by donating a Herschede Westminster Chime Mantel Clock to be awarded to the State Secretary whose state association should win the membership contest.

It closes February 1st and will be decided on percentage of gain. All the state officials and everyone who took an active part in this campaign evidenced an admirable spirit towards making it a success. It will have a lasting effect for the good of the state and national title associations. They have received a quantity of advertising and been presented to everyone in the title business as never has been done before.

Many will be added to membership, and the ground work made for the campaigns of future years.

Announcement of the winning state association will be made in February.

Agreements of Sale—Enforceable, Non-Enforceable and Those Leaving a Cloud on Title

By JAMES R. WILSON

Attorney, Philadelphia, Penn., Formerly Title Officer, Real Estate Title Insurance and Trust Co.

The past few months have seen the conduct of the Association's greatest membership campaign. There has never before been one conducted along such thorough and energetic plans and its results are being felt by added memberships to the several state associations that availed themselves of the national organizations help in this work.

Chairman Edwin H. Lindow of the Membership Committee began work as soon as the Denver Convention was over. It was first necessary to build the ground work. This consisted of acquainting the state officials with the offerings of the American Title Association both for help in conducting state campaigns, and with the benefits to be derived from membership in the state and national associations.

If ever there was time in the history of the national association when it could present benefits to be derived by reason of being a member of it, that time is this year. With the several activities it is conducting for the development and welfare of the title business, with the new Abstracters Section preforming for that branch of membership, with the Advertising Committee's research going on, with the inauguration of the Inquiry and Service Bureau, the New Directory, and the improved monthly publication "Title News" the affiliation with the national organization is worth the attention of everyone in the business, not to say the many things each would

receive from his own state association.

But in addition it was the assistance offered to the state officials by the American Association that made it propitious for them to work at this time towards increasing their memberships and getting every eligible titleman in their state into the state association membership.

Mr. Lindow has certainly conducted a wonderful activity and his efforts are worthy of the highest commendation. He has spared nothing in the way of personal time and energy to make it a success, and the complete measure of its returns will depend upon the final burst of cooperation given by the state officials.

First the state secretaries were appealed to for lists of eligible non-members and those who had once belonged, but allowed their memberships to lapse. Practically every state organization furnished such lists and various matter was sent to them by Mr. Lindow to interest them in belonging, and advising the prospects of their state secretary and his address.

These lists were then sent to the Executive Secretary, the Chairman of the Abstracters Section, and to President Fehrman. Each was sent information relative to the American Title Association and samples of "Title News" and other printed matter from the Executive Secretary's Office.

Then Chairman McLain of the Abstracters Section sent a letter to them,

One Ford car with a piston ring,
Two rear wheels, one front spring,
Has no fenders, seat nor plank,
Burns much gas and hard to crank.
Carburetor's busted halfway through,
Engine's missing; hits on two.
Three years old, four in the spring;
Shpek absorbers, 'n' everything,
Radiator's busted, sure does leak;
Differential's dry, can hear it squeak.
Ten spokes missing, front all bent;
Tires blowed out, 'tain't worth a cent.
Got lots o' speed, runs like the deuce,
Burns either gas or tobacco juice.
Tires all off; been run on the rim—
But it's a d—— good Ford for the
shape it's in.

"Business Property Escrows"

By Ira Abraham

Vice-President and General Manager, Oakland Title Insurance and Guaranty Company, and Past President, California Land Title Association,

(The second and last of a series on "Escrows")

In the first article referred to I have laid particular emphasis upon the importance of the Realtor's careful consideration and attention to the preliminaries of the deal and the assistance which a trained Escrow man can give the Realtor in these preliminaries; for I am of the belief that most Realtors do not avail themselves to the fullest extent of the assistance which an Escrow man can give them in these preliminaries and the shaping of the essentials which make for the safe conduct of a Real Estate deal to its conclusion.

There is a type of Realtor who does, it is true, expect the Escrow man to burden himself with every detail connected with the transaction as if the Escrow man had himself made the deal and was responsible for its closing and the Realtor's whole concern was in the collection of his commission. This type of Realtor I am happy to say is becoming extinct because of the competition which trained and efficient Realtors are offering.

There is, however, another type of Realtor who is, in some ways, more embarrassing to an Escrow man than the former type, and that is the Realtor who expects an Escrow clerk to know, without previous information or advice, the full details and ramifications of an intricate transaction which the Realtor may have been evolving for weeks. It is unfortunate, but it is nevertheless true, that Escrow men have not yet developed a science of mind-reading and, unless the Realtor will take the time to carefully explain to the Escrow man who is to handle his intricate transaction for him, the details of it and the things expected of him, it is quite likely that the Realtor will have some surprises at the Escrow counter.

Many criticisms which I have heard levelled at unoffending Escrow men for their stupidity and obtuseness arose out of the Realtor's assuming that the man on the other side of the counter knew all the negotiations leading up to the deal.

Now, a real estate transaction is essentially and definitely a business proposition and must be handled in a definite business-like fashion.

When careful business men put together any business transaction of consequence, they call together, in conference, the persons who are to be concerned with carrying it through or who are to be responsible for its effective accomplishment. It occurs to me that a real estate deal should be put through on the same good business principles.

The Escrow man, as real estate transactions now shape themselves, is a necessary party to the effective completion of the deal. He should, therefore, be furnished with all of the neces-

sary information and details to enable him to be effective and helpful to his principals. Let it here be said, that this information should be imparted to him in a business-like way; either in writing or in a conference before the transaction is put in escrow and apart from the other principals to the deal.

Too often, I am sorry to say, the most confidential and important details and information concerning a real estate deal are imparted to the Escrow man at the escrow counter in the presence of the buyer and seller verbally or by innuendo and sometimes by "high-signs" to the great confusion, annoyance and embarrassment of all parties concerned. By this criticism I do not mean to imply either, that the Escrow man is entitled to know details of the deal with which he has no concern, or which have nothing to do with the effective conclusion, nor do I mean that every real estate transaction should be exhibited in detail to the Escrow man before the papers or funds go into Escrow, for most transactions are simple in their conception and in their handling, but I do insist that intricate realty deals should be as carefully outlined and planned as any other business transaction of consequence.

While the term "Escrow" has for a long time been used in a loose and general sense to designate almost any kind of deposit of funds or papers with a disinterested party subject to the fulfillment of certain conditions or the happening of a certain event or events, the term has, in the business world of today and particularly in the Realty business, taken on a very definite meaning to describe a system or process whereby contractual relations between two or more parties are consummated through the medium of a disinterested party.

It must be understood at the outset, that a true and binding Escrow agreement, binding upon the parties thereto and binding upon the Escrowee, is a special form of contract and unless the deposit made with the Escrowee shall measure up to the test of a valid contract, it is not an Escrow but a mere deposit which the Courts will usually construe as an agency for the depositors pending their negotiations. A contract may be defined as an agreement enforceable at law, made between two or more persons, by which rights are acquired on the part of the other or others. The true Escrow is a contract, first between the parties to the deal, second, between each of the parties to the deal and the Escrowee, and third, between all the parties to the deal and the Escrowee.

The contract between the parties to

the deal is generally found in the sales agreement between them. The sales agreement may or may not be deposited with the Escrowee, as a part of the Escrow agreement. It is my opinion, however, that the cleanest cut Escrow agreement is the one which definitely makes the sales agreement a part of the Escrow agreement and likewise the cleanest cut sales agreement, I believe, is the one which embodies a contract to escrow the deal. Unless the sales agreement be specifically made a part of the Escrow agreement, the Escrowee is not bound by the sales agreement even though it be deposited with him.

The contract between each of the parties to the deal and the Escrowee is found in the Escrow receipts or acceptances of the Escrow signed by the Escrowee and delivered to the parties to the deal when the Escrow deposits are made. This contract should of course, be definitely and clearly set forth in writing, but Escrows have been held *valid*, although the Escrow agreement was not in writing and had to be established by parol evidence. When, however, the Escrow agreement is in writing, and is neither ambiguous nor uncertain, parol evidence is inadmissible to modify or vary its terms.

The contract between all the parties to the deal and the Escrowee is established when the Escrowee holds in his hands all the elements, instruments or funds necessary to the consummation of the escrow.

If I have made my exposition clear thus far, you will understand that our first insistence is upon the importance of the most careful attention to the sales-agreement. This agreement is the basis of the Realtor's whole deal and of the Escrow agreement. If this be poorly drawn or ineffectual, the transaction may be lost before it can come to the Escrow man. Escrow men many times are called upon to perform the sad duty of informing Realtors who submit to them ineffectual sales agreements, that they may as well count their deals lost if either buyer or seller shall refuse to go through.

The contract between the buyer and seller having been effectually established, each should be brought into the Escrow with a contract binding upon him to complete the deal. The terms of deposit of funds or of instruments should be such as to put the deposit beyond the control of the depositors. That is to say, the deposits should specifically be made irrevocable or modified or revoked only by consent of the parties to the Escrow. The mere delivery of funds or instruments into Escrow, even though intended to be irrevocable, will not constitute the transaction, an Escrow, unless there is an actual contract between the parties. Without such a contract the transaction, so far as the Escrowee is concerned, is a mere deposit or agency and as such, may be revoked by the depositor at any time prior to acceptance by the other party or parties. Let me repeat that unless from the Escrow agreement it shall appear that it was the

intention of the parties that each, when he went into Escrow, intended to and did lose all dominion or control over the funds or instruments deposited with the Escrowee, no true Escrow has been established. In such event, either party may withdraw his funds or instruments so far as the Escrowee is concerned without notice to the other, for the Escrowee, under such circumstances, is merely the agent of each depositor and all of his powers, acts and duties are subject to the laws of agency. Either party may change or modify his instructions or completely revoke them, and the death of either party to the transaction will terminate such agency and suspend the completion of the transaction.

On the other hand, when there has been created a valid Escrow contract fairly deducible from the transaction, the Escrowee's position in relation to the principals becomes something more than that of an agent for each party. He is, in a special sense of the word, a Trustee charged by all parties to the deal with the duty to faithfully perform the obligations placed upon him by the terms of the Escrow, or, in event he cannot so perform the duties placed upon him by the Escrow agreement, to return to or restore to the parties in the Escrow the funds and instruments belonging to each. The obligation upon the Escrowee, assumed by him in the acceptance of the Escrow, becomes the contract between him and the parties to the deal and he will answer in damages for any breach of such obligation if any of the parties to the Escrow agreement have suffered a loss by reason of his failure to comply with the terms of the Escrow.

The Escrowee's liability will probably not attach if he has not received a fair compensation for his Escrow services, but I have been unable to find any California decision dealing with the liability of an Escrowee whose services were rendered gratuitously. It is not safe practice or good policy, and is certainly of very questionable validity for the Realtor, or anyone having an interest in the deal, to act as Escrowee.

It was not expected, I take it, that in the time allotted me for this paper, that a complete or comprehensive survey of the subject of Escrows be made. I have assumed that the order given me was for a simple explanation of the system of Escrows with such practical and helpful suggestions as I might be able to make to the Realtor in the application and use of the system in the realty business.

In the former article "Escrowing a Realty Deal" and to which I have heretofore referred, this practical phase of the matter was the essential purpose of the writer, and I refer you to it as a means of supplanting the short-comings of this talk.

In closing this sketchy and unsatisfactory paper, I shall take the opportunity to say that, through the system of Escrow, I believe the Realtor can so securely tie in his transaction, that from the initial deposit made by the

purchaser to the filing of the instruments in the Recorder's office, the Escrow man can, and often does, relieve the Realtor of most of the burdensome details of the transaction. The Realtor is thus, after placing the Escrow into the title company's office, at once released to pursue his own proper calling—the selling of Real Estate. The Escrow man will, if called upon to do so, prepare the necessary instruments of conveyance or discharge of encumbrance, prorate the taxes, insurance, rents and other charges. Many Realtors find it of great assistance to them to ake the parties to the deal to the Escrow man to have the deal explained by a disinterested party. This sort of helpfulness to the principals and to the Realtor is reassuring and makes for the pleasant conduct of the transaction. On the completion of the Escrow, a detailed statement is rendered of the disbursements of the funds, together with an itemized account of the charges against each party. The Realtor is again relieved of the burden of adjusting and settling the misunderstandings and disputes that often arise on the closing of a Real Estate transaction where the parties are not familiar with the details of realty deals. Not the least important assistance which the Escrow man can render the Realtor, is the collection in Escrow by the Escrow man of the commission. The Realtor must remember, however, that unless he ties his commission contracts into the Escrow agreement, he is not in contemplation of the law, a necessary party to the Escrow. For, unless his agency is coupled with a definite and ascertainable interest in the property or the funds escrowed, either principal in the Escrow, with the consent of the other, may revoke, cancel or modify the Escrow to the prejudice of the Realtor who has effected the sale. Very often the Realtor does not appreciate how slight is his control over an Escrow, and he assumes that because all parties to the deal are in Escrow, the deal cannot be upset without the Realtor's consent. The Escrow man will, on the request of the Realtor, use his best endeavor to see that the Escrow instructions from the party who is to pay the commission, or the unpaid portion of it be deducted from the seller's check and paid to the Realtor on the closing of the deal. Without such instructions, the Escrowee cannot protect the Realtor in his commission.

It is through the many services rendered in the Escrow departments of the title companies, the contact between Escrow men and Realtors and their exchanges of helpful information and advice, that there has come to exist the splendid mutual confidence and respect that each bears toward the other. This, I am sure, is the basis of the growing good will and the deep recognition of the community of interest that now maintains between the members of the title fraternity and the Realtor.

Applicant—"I'm a college graduate."

Employer—"Well, I guess I'll give you a chance anyway."—[Life.

CHAIRMAN McLAIN SENT LETTER TO ABSTRACTERS.

Urges Them To Use Association.

Chairman Ray McLain of the Abstracters Section sent a letter to all members of that section under date of December 19th.

In it he stressed the value of the organization of the Abstracters Section in the American Title Association and the opportunities afforded thereby for a closer and more direct use of the national association's facilities and help. He urged the abstracters of the association to use the organization more and more, and to call upon it in the solution of their problems. He also emphasized the matter of becoming more interested in state and national association affairs, attending their conventions and supported their various activities.

Various matters of concern and interest as well were presented and suggestions made as to those that needed immediate attention and study that they may be accomplished. These included uniformity of abstracts within the several states; responsibility of the abstract and the abstracter for his work; advertising for the abstract business and the old familiar problem of large discounts and cut throat tactic in business.

Chairman McLain has been getting the work of this new Section well under way and it will accomplish some good things in the immediate future. The Section is also rendering some very valuable assistance in the Membership Campaign.

PRIZE ABSTRACT REPRODUCED FOR INSPECTION.

The final thing to a 100 per cent efficient Abstract Contest was when the Kansas Title Association reproduced the winning abstract in its contest held at the 1925 convention, and a sample sent to each contestant so he could study the winner. It was accompanied by the comments of the judges and scale of grading.

This was the last part of a practical and profitable scheme for holding such a contest. It was conducted along the scheme advanced in a recent issue of "Title News" of having each contestant prepare his abstract from a set of instruments sold to him by the state association. No abstract was to have any distinguishing marks and to be judged on pure merit. As a prize the winner was awarded a cup to keep and a cash prize from the entrance receipts.

The prize in this contest was won by the C. A. Wilkin & Co., Parsons, Wood Griffin, Manager.

Instead of accepting the money, Mr. Griffin generously applied it to the cost of making a reproduction of the abstract and a sample sent to each of the contestants.

It was produced by mimeograph, exactly as the original was made.

When you can no longer use your reason, you have the alternative of the ass—you can kick.

Present Day Demands Upon Abstracters; Suggestions for Enlarged Activities

By Verne Hedge, Abstracter, Lincoln, Nebraska

(An Address Delivered at the 1925 Convention of the American Title Association)

A few weeks ago I received a cordial letter requesting me to prepare a paper upon the above subject. My mind immediately became full of the new problems which had been presented to me in the last two decades and more, and the methods I had used to solve them; the difficulties I had met and the manner in which I had overcome them, and the reasons why I had met defeat; the roses I had plucked and the bouquets that had been handed me, and the wherefore I had deserved them or had carried them away unmerited.

I knew I could enumerate many, nay a very large list, of demands, day by day growing greater, upon the Abstracter, and could be most helpful in suggesting the road to travel, so that those of my hearers, and the many more who might later read the results of my experiences, meeting these same problems and difficulties, would have easy solution of all of them immediately at hand, and not be compelled to lose hours better employed in rest and recreation, dollars better used in the purchase of amusement and life insurance, gray matter better expended in devising ways and means to spend the large surplus remaining after paying Uncle Sam his dole from the huge profits of the business, and saving a little.

And I prepared a comprehensive outline of such a paper, such an excellent one as the gentlemen who invited me had specified.

Then, thinking that it would be entirely proper to check my work and read the results of other pens, possibly finding something I might have omitted, or suggest some solution not heretofore devised, I glanced through several papers hitherto read before conventions of this Association, and to my dismay found nothing new had happened to me, and I had no new suggestions to offer. All the problems I had met and solved, all the difficulties presented to me and overcome, all the defeats which I had suffered and much more of which I had never dreamed, had been the experience of others before me, and had been elaborated before this Association, most excellently and most completely. I suggest you read them, read them all, and you will have my paper, subject and everything, and much better than I could possibly give it to you, for you will be able to select that from out their golden truths which is most to your own advantage and use, and not be compelled to adopt that which individually appeals to me.

These are some of those which I read:

"Efficiency and Cost Systems Ap-



VERNE HEDGE,
Lincoln, Nebraska,
Abstracter, 33° Hon. Mason, Past District Governor Rotary, and a Real Leader in any Undertaking.
Author of this Article, "Present Day Demands Upon the Abstracter and Suggestions for Better Service."

plied to the Abstract Business," Raymond Best, Omaha, 1914.

"By-Products and Extra Title Activities of the Abstract Business," Worrall Wilson, Kansas City, 1920.

"Preparation of Abstracts and Service of the Abstracter," Lewis D. Fox, Des Moines, 1921.

"Putting the Title Profession in the Business Limelight," Glenn A. Schaefer, Des Moines, 1921.

"Abstracts," Guy A. Adams, Cedar Point, 1922.

"Modern Abstract Equipment," H. C. Ricketts, Cedar Point, 1922.

"Report of Committee On Co-Operation," Donzal Stoney, Omaha, 1923.

"Some Criticisms of Abstracts and Abstracters With Suggestions For Improving the Service," T. W. Blackburn, Omaha, 1923.

"Ethics in the Tittle Business," Lewis D. Fox, New Orleans, 1924.

Read them all, and the while you are hunting for them among the printed pages, read everything else you see, and much will be added to your already over crowded store of information, and you will find to your sur-

prise that, although you thought you were an expert in your line, there is still much to learn.

"The Present Day Demands Upon Abstracters" are the same that they have always been, with the Nth degree mark written immediately thereafter, and the letters italicized or capitalized to indicate that emphasis is placed upon the complete sentence.

To comply with these demands requires Completeness, Accuracy, Speed.

To attain these three components, requires the kind of plant or method for procuring the proper information, the trained personnel, the organization for expedition of the finished product, elaborated in the several papers which I have cited. I desire to add nothing to them and to the others you will find if you follow my suggestion and read. You will gain your own knowledge of what you can do in your community, in enlarging the business activities of your office. You may determine that title insurance can very well be added to the effort of your office; or a so-called Trust department; or a loan and general insurance office operated in connection with your strictly abstract business; or perhaps you can practice law and sell real estate. All of this is to be determined by the situation in which you find yourself at home. If you have no lawyers, realtors, insurance agencies or trust companies, and no competitors in your own line, you may employ all of them in your title office.

If you have all of these, they are all your customers or clients, as you wish to call them, or those of your competition, and you dare not compete with them, unless you feel sanguine of success in so gaining the confidence and patronage of the community, that you can usurp all the business; and leave nothing for them.

As the latter is the situation in nearly all communities, the best suggestion which will come to you is that so finely stated in Mr. Stoney's report at the Convention at Omaha in 1923, namely, Co-operation, — co-operation not only with your competitor but with lawyer, insurance agent, realtor, loan and trust company.

I quote from Mr. Best's paper, given at Omaha in 1914:

"Success is the universal aspiration of the human heart. Whether in the humming city in the crowd of men, or in the backwoods and swamps where the sentinel paces the black frontier and the sailor smokes his evening pipe, or where the farmer and his men pursue their summer toil, the guiding star of every man, leading him on amidst doubts and difficulties, disappointments and defeat is the hope of ultimate success."

"Success means various things to various men: With the doctor it may mean the discovery of some great remedial agent; with the statesman the adoption by the nation of a policy that will leave its influence on generations yet unborn; with the scientist it may mean some new application of the un-

seen forces of the universe that will revolutionize the life of the race; with the artist, the attainment of an ideal, the dignity of perfect workmanship, sure to delight the world and place his name amongst the immortals. With the abstractor it can mean one thing and one only, and that is the accumulation of money."

"Your present here indicates that you have already achieved a large measure of success and your experience will confirm the observation that ordinarily the true measure of any man's success is the service that he renders and not the amount of money he may receive for it. But when the ability to render efficient service depends upon the financial responsibility of the party rendering the service then his success depends upon the accumulation of money."

Friend Best takes the very material view that the fundamental idea of the title business is to gain a livelihood with perhaps an annuity for old age, and he is correct; he details the policy of procuring the equipment, and the organization to obtain and handle business, and to properly employ the capital and labor available to attain completeness, accuracy and speed. He also sounds a great keynote when he uses these words: "The ability to render efficient service depends upon the financial responsibility of the party rendering the service."

The first paragraph of our Code of Ethics reads: "We believe that the foundation of success in business is embodied in the *idea* of service, and that, the title men should consider first, the needs of their customers, and second the remuneration to be considered."

A world wide organization of business and professional men includes among its fundamentals the application of the *ideal* of service to business and professional life.

Mr. Best, as in our Code of Ethics, employs the very material *idea* of service, while in the last quotation the *ideal* of service is emphasized. But whether we approach the matter of service as an ideal or as an ideal, or from the materialist's or the idealist's stand point, the result is the same, for in the end contentment of the mind and heart will be attained, or stability of the pocketbook, or both.

To this matter of service, I will address myself as my major suggestion for enlarged activities, and disappointing as the handling of my subject may be to you, I sincerely hope to give you something which may be carried away and treasured.

Ages ago, in old China, a student sat at the feet of a great philosopher, listening, learning; he asked, "Great one, canst tell me in one word, that which shall afford me a rule and guide of life." Confucius answered, "Do not that to another which thou wouldst not have done to thyself."

We find that same philosophy summed up in sentences down the ages.

Persia: "Fair is the dwelling place of those who have bridled anger and forgiven their enemies."

Hindu: "The man that has attained perfection draws no distinction between mind and universal nature; between himself and another man."

Greece: "Return measure for measure; or even better if thou canst."

Buddha: "A man who foolishly does me wrong, I will return to him the protection of my ungrudging loving kindness; the more evil goes from him, the more good shall go from me."

Hebrew: "Thou shalt not say: I will love the wise, but the unwise I will hate. Thou shalt love all mankind."

The Man of Galilee: "Judge not that ye be not judged; for with what judgment ye judge, ye shall be judged; and with what measure ye mete, it shall be meted unto you." "What man is there among you, who, if his son ask him for bread, will he give him a stone; and if he ask for a fish, will he give him a serpent. For if ye, being evil, (i. e., just human) know how to give good gifts to your children, how much more does our Father in Heaven know how to give good gifts to His children. Wherefore in all things, whatsoever ye would that men should do unto you, do ye also unto them, for such is the Law."

These are axioms not merely religious, but the result of ages of life and of living. A few words expressing the thought of the world's greatest philosophies and philosophers. The law laid down for the relations of man to man, gained from life at widely divergent places and periods, each from its own life and period, and neither copied from the other.

Is there one among you who thinks he can improve upon this age-old philosophy; who thinks he can live his life selfishly, getting all there is of material gain and giving nothing; hoarding to himself wealth, position, power, adulation and preferment, and radiating nothing, finding no one whom he may serve, no place where he may learn; who thinks his age and his life are so different that the fallacy, the fittest survive, shall now be put into being, instead of the age-old and age-tried one, be fit to survive?

What would we think of the automobile mechanic to whom we take our car and ask that the spark plugs be cleaned and the carbon removed, as the engine misses badly above certain speeds, if he did that only and did not polish the plainum points where the real trouble lay. What would we think of the physician in whom we place our trust, who treats us for palpitation of the heart, because we tell him our heart flutters, rather than ascertain the real difficulty and remove the indigestion with which we are really afflicted?

What does the layman think of the abstractor, in whom he has more or less confidence, to whom he takes his abstract and attorney's opinion, who

sends him hither and yon to get affidavits, documents, papers and records which the abstractor could get in half the time, and with a fraction of the effort?

On the other hand, what does the layman, the realtor, the loan agent or lawyer think of the abstractor, when a long list of requisitions are submitted by the title examiner, the abstractor says Yes, I can take care of all of this, leaving nothing else to be done unless it be something which is actually not to be made of record or which can not be procured?

What I mean is that the abstractor should take the requirements of the title examiner, comply with them, get affidavits or other documents procurable and prepare them for record, make the job of closing sale or loan easy for all concerned, thereby gaining the confidence of the layman, the thanks of the realtor and the gratitude of the loan agent?

You may get nothing for this service, for there is much of this sort of work for which you can not charge a fee. The confidence gained, however, can be cashed at some time in the future.

Ten or twelve years ago, I made an abstract on Lot 5, Block 10, Young's East Lincoln; Block 10 is a regularly platted block of twelve lots and an alley and the dedication of all public grounds is complete. The whole of Block 10 was conveyed by the owner of the plat to A and B. A conveyed his undivided one-half of all of Block 10 to C, C to D, D to E, and E to Mr. W. W. Holmes; B conveyed his undivided one-half of all of Block 10 to X, X to Y, Y to Z and Z to Mr. W. W. Holmes, thus placing the whole ownership of all of Block 10 in Mr. Holmes, who proceeded to convey Lot 5 in Block 10 and the chain of title to that lot was complete through various ownerships to the then owner. The abstract was examined in Kansas and came back with seventy-six paragraphs in his letter, each containing a requisition, one of which was "Abstractor, please show by diagram on which undivided one-half of Block 10, Lot 5, is situated."

I already had a diagram of the block on the abstract, showing the land lines and a picture of the block and lots, streets and alley, to scale, but I made another in different colored inks, shading Lot 5 and labelling carefully dimensions, section corners and street names, and directed attention to it by a marginal notation on the attorney's letter.

He passed the title, even the above requirement impossible of compliance, and from his distance of three hundred miles, sent me other business, recommending me as an "intelligent" abstractor.

These are just illustrations. Each of you can think of instance after instance where you might have done more than you were expected to do, and thereby gained; instance after in-

stance where you might have devised some method of serving your customer and surprising him with it, so that he would come back again. And more than that, he will tell his neighbors and friends what you did for him and the advertising costs you nothing. I think it is the bill-board advertising Camel Cigarettes which says to try the owners to find just how the Camels are. Some day let your customer go to a competitor because he bids half the price, so he may find out the kind of service he doesn't get elsewhere.

Whether you are paid for these services or not, smile. It requires only about thirty-six muscles to smile, and the chemistry of that emotion gives you a pleasant thrill; and it requires ninety-seven muscles to frown, and that chemistry is depressing to yourself and with all whom you come in contact. Acknowledge your mistakes as those of yourself and your establishment, and don't pass the buck, for your customer is not interested in anything but the correct result.

Let us have co-operation, intelligent effort, team work and understanding. Co-operation with all those men with whom we have to deal in title matters; intelligent, expert effort employed by our office organization and all the material available used to achieve the desired result.

A few years ago I began the practice of requesting all agents to send in their work during January in every deal which they had for March 1st closing, that the abstracts might be made up or extended, examined, requirements fulfilled and the whole matter ready, opening to furnish a certificate or a telephone report on or about March 1st of what changes had taken place, if any.

Last March hundreds of thousands of dollars were paid out on my telephone report because we had everything ready, and the service was appreciated.

Be somebody in your community. From the smallest unincorporated village, to the largest city, we find some community effort for civic betterment.

A long time ago a very fine young lady decided to marry me. The newspaper had the usual account of the ceremony, elaborating in some half or three-fourths of a column about the bride and her clothes, her beauty and gracious demeanor, the guests, the gifts and the going away, and the last line and one-tenth of the column said: "The groom is a local abstracter."

I agreed with everything that was said about the bride; she was beautiful in her wedding clothes and is better looking now in her kitchen apron. But I resolved some time to be more than a "Nothing But" in my community. Join your local Community Club or Chamber of Commerce, your Rotary, Lions, Kiwanis or Pathfinder Club; take every job they give you in those efforts and complete it with such assistance as you can get from others; put some of your thinking time in de-

vising ways and means to make your town an attractive place in which to live and to make it more comfortable for those already there. Soon you will be mentioned no longer as a "Nothing But," but as "The Man Who."

And whether this service you perform in your business is given as an idea or as an ideal, you cash it in in time to come, in a reasonable contentment of a life well spent, or in a profit measured by the usual monetary designations, or most likely both.

It will do no harm to give you again the stanzas given at New Orleans and credited to Mr. Everett W. Lord of Boston.

"Business is Business," the old man said,

"It's warfare where everything goes, where every act that pays is fair and all whom you meet are foes.

It's a battle of wits, a heartless rush— it's a tearing, wearing fight; it's a trick of the strong to win from the weak

With never a thought of the right." And he schemed, and he fought, and he pushed men aside,

While the world in contempt looked on;

It buried him deep neath the wealth that he claimed,

And covered his name with scorn.

"Business is Business," the Young man said,

"A game in which all may play; Where every move must accord with the rules

And no one his fellow betray. It's wholesome and clean, and full of good-will,

It's an urging, surging game, It's a mission to serve in your day and age,

And a guerdon to honor your name." And he sought and he bought, and brought from afar,

And he served with conscience clear; While his praise was sung by his fellow-men,

And his service crowned with cheer.

He Held a Hammer in His Hand.

—and knocked and knocked to beat the band. His knocking never took an end—he even knocked his closest friend. He kept on knocking every soul until his hand lost its control, and then the strangest thing took place—his hammer slammed him in the face. That knock was certainly no fun. It was a hard and solid one. He may recover—no one cares. His suffering alone he bears. So if you have a hammer now, get rid of it at once somehow, and boost, that isn't hard to do. All those you boost will soon boost you.—[Kalamazoo Commerce.

The pale moon helped to hide the scene. The taxi stopped.

"What are you stopping for?" asked the young man.

The driver said he heard the young lady say, "Stop!"

"What of it?" shouted the young man. "She wasn't talking to you."

OKLAHOMA PLANS MOST PRE- TENTIOUS PROGRAM FOR 1926 CONVENTION.

Two Day Session in Jim Woodford's Town.

The outlined program for the 1926 Convention of the Oklahoma Title Association to be held in Tulsa February 1st and 2nd, indicates it to be the most "high powered" one yet held by this organization.

And that is saying something, too, because if there is any State Association that consistently bats 1000% in all things, conventions, activities, worth to members, for good of the business and real conventions, it is the Oklahoma gang.

Oklahoma likewise is the first to hold a Convention each year, theirs always being scheduled for the early part of February. With Glenn Ricker, Hugh Ricketts and Vera Wignall, (President, Secretary and Vice President) engineering the thing and Jim Woodford looking after the hosts responsibilities, it will be some meeting.

Every member of the Oklahoma Title Association, without a single exception, should attend this meeting. The officials of the organization, the host, and the participants on the program are deserving of a real crowd.

The following are some of the events on the program:

"Cooperation Between Realtor and Title Man."—M. J. Glass, Chairman of Oklahoma Real Estate Commission.

"Cooperation Between the Investment Banker and the Title Man."—H. L. Staneven, Vice-President and Trust Officer, Exchange Trust Company.

"Legislative Matters." (Subject not definitely determined.)—The Hon. John H. Miller, for two terms President of the Oklahoma Real Estate Association, and Member of House of Representatives.

"Federal Taxes and How They Effect Titles."—Benjamin C. Conner, Attorney.

"Duties and Privileges of Citizenship."—Judge Franklin E. Kennamer, United States District Judge, Northern District of Oklahoma.

"Putting the Title Man in the Business Limelight."—Lewis D. Fox, Fort Worth, Texas.

"Title Insurance and Its Application to the Smaller Communities."—Jesse P. Crump, Vice-President, Kansas City Title & Trust Company.

"The Organization and Functions of Federal Land Banks and Joint Stock Land Banks."—(Speaker has not yet definitely promised, but one of prominence will be obtained).

Foreman to applicant—"Yes, I'll give ye a job sweepin' and keepin' the place clean."

Applicant—"But I'm a college graduate."

Foreman—"Well, then, maybe ye better start on something simpler."

LAW QUESTIONS AND THE COURTS' ANSWERS

Compiled From Recent Court Decisions By McCUNE GILL

Vice Pres. & Atty. Title Guaranty Trust Co., St. Louis, Mo.

31. *Is a statute constitutional that authorizes cities to pass zoning ordinances, excluding business buildings from residence districts, after a hearing by the city council, but without compensation for reduction in value of lot?*

Held valid and constitutional in Arkansas. *Herring v. Stannus*, 275 S W 321.

32. *A lease is made of a farm "for grass and farm purposes." Is the tenant authorized to gather pecans from wild trees?*

No. *MeLemare v. Compton*, 275 S W 487 (Texas Ct. of App.)

33. *Does the enactment of a married woman's act permitting wives to sue as though single, cause the statute of limitations to run against them during marriage?*

Yes; limitation held to run in Nebraska. *Watkins v. Adamson*, 204 N W 816.

34. *A mortgage was placed on land including a cotton gin build-thereon; later certain ginning machinery was affixed by the land owner; still later a chattel mortgage was placed on the machinery to secure borrowed money; does a foreclosure of the first mortgage pass title to the machinery clear of the chattel mortgage?*

Yes; *Planters Bank v. Lummus*, 128 S E 876 (S. C.)

35. *The holder of a mortgage and note assigned them by written assignment which was recorded (but the mortgage and note were not delivered to the assignee); afterward the mortgage and note were assigned by the original holder by delivering them to another assignee; which assignee is entitled to priority?*

The first and recorded assignment is superior. *Cross v. Bank*, 128 S E 898 (Ga.)

36. *Where Act of Congress provides that a homestead entry of public land shall not be liable for debts contracted before patent, does a mortgage before patent become a lien by enurement when patent is obtained?*

Yes. *Bashore v. Adolf*, 238 Pac. 534 (Idaho.)

37. *If land is encumbered by mortgage and a receivership is afterward begun for the benefit of other creditors, can the mortgage be foreclosed without permission of the receivership court?*

Yes. *McKnight v. Brozich*, 204 N W 917 (Minn.)

38. *Does the word "issue" mean descendants of any degree (heirs of body), or only the immediate children?*

Held to mean heirs of body of any degree in New Jersey, *Skinner v. Boyd*, 130 Atl. 22; but held to mean immediate children only in Connecticut to avoid former statute on remoteness. *Wallace v. Wallace*, 130 Atl. 116.

39. *Is an Act raising the legal age of women from 18 to 21 years retroactive so as to reduce to minority women between those ages when the act was passed?*

No, not retroactive. *Nahorski v. Railway*, 274 S W 1025 (Mo.)

40. *Where a conveyance of a homestead is void because executed by the husband alone, is the conveyance made valid by the subsequent acquisition of another homestead?*

Yes. *Southwestern v. Evans*, 275 S W 1078 (Texas)

41. *A testator devises property to his daughter for life with remainder to her "issue and descendants for life" but if issue fails at any time, then to certain charities. Is this good or not?*

It is void as too remote and heirs take, even though the final remainder is to a charity; gifts to charity can end at a remote period but cannot commence at such a time. *Ledwith v. Hurst*, 130 Atl. 315 (Penn.)

42. *Where a holographic will is properly signed, is a codicil, signed only "your loving mother," sufficient?*

Yes. Codicil is good. *In re Henderson*, 239 Pac. 938 (California)

43. *A title insurance company sustained a loss because of forgery. It then sued on the notary's bond and the bonding company set up the defense that the escrow department of the title company had been guilty of contributory negligence in not discovering the false personation. Is this a valid defense?*

Yes if the contributory negligence can be clearly established; but not otherwise, because a purchaser or his agent ordinarily is not bound to check up the facts stated in an acknowledgment. *State ex rel. v. Otto*, 276 S W 96 (Missouri)

TITLE NEWS A Suggested Code of Ethics For State Title Associations

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Richard B. Hall, Kansas City, Mo.
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THE AMERICAN TITLE ASSOCIATION

Richard B. Hall, Executive Secretary
Title & Trust Bldg., Kansas City, Mo.

JANUARY, 1926.

(The Kansas Title Association recently adopted a new code of ethics, and it is printed herewith as a suggestion to others who might be contemplating the adoption of one, and who might find some worthy points and expressions herein.)

THE KANSAS TITLE ASSOCIATION.

Declaration.

Knowing that the basis of all wealth is the land, that the real ownership of land consists not in having the dirt itself, but actually the title thereto, i. e., the right to use, retain and possess it as the law prescribes.

For law makers and governing groups since the beginning and mark of time have wisely defined real property rights from others and thereby created a protective agency for their people's most valuable worldly possession and a stabilizing influence in the economic system.

Therefore, the evidencing of title is a most important element and a necessity in the conduct of the business and commercial life, the progress and development of communities.

And, since it is desired and essential to provide means of expediting the consummation of real estate transactions, thereby making real estate a more liquid asset, and since the degree of this being achieved is dependent upon the mental equipment, office paraphernalia and capacity for service of those engaged in the business of evidencing titles, the following are expressions of the beliefs, ideals and ideas of those in that vocation who constitute personnel of the organization known as The Kansas Title Association.

Ethical Code.

1. The foundation and success in business is governed by service rendered and the constant thought of every titleman should be to surround himself with such office equipment as necessary, so that the use of his mental capacity shall be facilitated to the greatest degree, this because the title must be shown as it is nothing more, nothing else, and accuracy is essential.

2. The titleman must be alert to the ever increasing complexity of his work, calling for greater skill, more efficient methods and finer technique. He should initiate the improvements and developments of his business and not let them arise from the demands of the users of his product.

3. Faith will be shown in the worthiness of the vocation by an industrious application to it, since its success will be based upon the confidence the public has in those conducting it. The titleman shall stand sponsor for his work and protect others from loss occasioned by his error without invoking legal technicalities as a defense. All matters entrusted to his care or learned in the conduct of business must be treated as strictly confidential and never used to advantage.

4. The titleman is entitled to a just compensation for his services, for in it are involved skill and learning, an outlay of capital for equipment and conduct of business and a liability for the responsibility of his work. He should establish a schedule of prices, adhere

to them and not ambuscade business, or court favor by the cheap purchase of it either by large discounts or commissions, suicide prices, the granting of makeshift service and substitutes at reduced compensation or by tearing down his competitor.

5. Every titleman should realize he must be a business man, an ethical man, a man of fair dealings and he should so conduct his business and use his best endeavors to elevate the standing of his vocation and so transact his affairs that others in it may find it profitable, wise and gratifying to emulate his example and the business command and maintain a poise, prestige and force.

6. He will endeavor at all times to perpetuate friendly relations with the real estate dealers, mortgage brokers and attorneys who influence the principal part of his business, rendering them every assistance possible and cooperating in their various activities and undertakings.

7. The volume of the titleman's business is governed by the progress and development and the satisfactory condition of general business in his community. It is therefore obvious that he will be a good citizen, an active and loyal participant in the affairs for the betterment of his immediate territory.

8. He will especially realize that a man's next duty is to his business or profession and that every man owes a portion of his time to the upbuilding of that vocation to which he belongs.

The Twentieth Annual Convention

of

THE AMERICAN TITLE ASSOCIATION

□

Will be held in

Atlantic City, New Jersey

Sept. 7-8-9-10, 1926

□

Make Your Plans

Now

to Attend this Meeting

□

The Ambassador is
the Convention Hotel

**Did You Send in Your Post
Card for Directory Listment?**

Abstracts of Land Titles—Their Use and Preparation

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

Ranking with Quiet Title Suits in simplicity and regularity of form comes Divorce actions. These are necessary to show the disposition of the real estate belonging to parties, and adjudication of the property rights of the parties thereto.

The same kind of a caption and heading and form in writing up the abstract of a divorce case is used as the example in the former article.

The Petition is given first consideration. In ninety-nine out of every hundred divorce cases a mere statement is all that is necessary to dispose of the Petition and that statement is, "Petition filed, such and such a date, setting up various causes and grounds for divorce and prays that same be granted."

It is surprising the number of abstracters who will put on a full copy of the petition in divorce cases. If there is anything in the world that can be classed as unnecessary, it is putting a couples family troubles on an abstract. It makes nor has no bearing on the title to real estate whether a man slaps his wife down now and then, has a co-respondent, has only donated an average of 25 cents a week during the past three years to her support, or that she has an ungovernable temple, is guilty of gross neglect of duty or steps out a little now and then herself.

It is far better to let these family secrets rest unadvertised in the files of a case buried in the mass of them in the court clerks office.

The only thing necessary to state other than that grounds of divorce are set up and alleged, is when real estate is specifically involved. Then make a synopsis of this information as given in the petition.

Many divorce cases are "friendly"—that is, have been agreed upon and all the property rights settled between the parties before the action brought. Often a stipulation or agreement as to the settlement of the real estate has been entered into, and the petition will recite it, and make a copy of said stipulation or agreement a part of the petition. In such cases mention these facts as stated in the petition AND MAKE A COPY OF THE PROPERTY STIPULATION.

In other cases and especially in contests, or "unfriendly" divorce actions, the court will define the property rights of each party after due evidence is submitted.

The journal entry will take care of such things and show it. However, many times in such cases the court will grant the woman a certain amount of alimony in a lump sum, and decree that said amount will be a lien upon certain of the gentlemen's real estate until paid. Then the abstractor must make a

statement whether or not the records show this amount paid, for if not, then it is the same as a specific judgment lien upon that real estate. Such a thing if paid would be paid through the court, and the records show its disposition.

Ordinary monthly payments of alimony to a woman are not generally liens upon the man's property unless specifically stated which is not done except in rare cases. It is not necessary that they be shown as paid for if he does not pay his monthly or regularly stipend of cash money alimony when due, he can be cited for contempt of court and they do not constitute a personal judgment unless later made so in some manner.

Service.

The service is the main thing in a divorce action, as it might be said to be in most every kind of an action. But this is especially true in divorce cases and most states provide for special publication service in this class of actions.

This is because abandonment is the cause in so many of them, and the whereabouts of the defendant is not known. If it is, then the ordinary way of service by summons is used, but if not, then by publication.

This is shown by the affidavit for Service by Publication, previously described, and then the proof of such Publication Notice. The Affidavit will of course be copied in full, the affidavit of the printer abstracted, and the copy of the publication notice copied in full.

Many states provide some special means too of ascertaining the whereabouts of the defendant. This is sometimes done by requiring that a registered letter be sent to the last known address, report by affidavit as to this being done, etc., but if your state has such special requirements connected with its Service by Publication in Divorce actions, then mention the facts as to these points as shown in the record of the case.

As stated in earlier articles, all journal entries or decrees will always be COPIED IN FULL, and after the showing of the service, the only other record in a divorce case in the untying of the once tied which is done by the Journal Entry granting the divorce, adjudicating the property rights, etc., and which will be shown in full.

The newly elected president of a banking institution was being introduced to the employees. He singled out one of the men in the cashier's cage, questioning him in detail about his work, etc.

"I have been here forty years," said the cashier's assistant, with conscious pride, "and in all that time I only made one slight mistake."

"Good," replied the president. "Let me congratulate you. But hereafter be more careful."

CHAIRMAN DILWORTH REPORTS SPLENDID RESPONSE IN ADVERTISING COMMITTEES SURVEY.

Many Letters and Much Material Sent for The Committees Report. He Requests That Responses Continue.

Every member of the Association received a letter from the Chairman of the Advertising Committee, Tom Dilworth, sent by him on December 12.

In this letter Mr. Dilworth outlined the Committees desires and plans to collect specimens of all advertising possible to secure from the members, but in addition, for everyone to write of their advertising experiences and problems, and suggestions of advertising for the title business.

This idea is not only to get samples of all kinds of advertising and printed publicity used, and to study them, but to likewise get an expression of the ideas and experiences of those who have advertised.

From this an exhaustive report will be made on the subject of advertising for abstracters, title insurance companies, and for the title business generally.

The response to these letters was most gratifying and Mr. Dilworth is very grateful for interest displayed in the work of his Committee. This was more encouraging by reason of the fact that these letters went out and demanded the attention of the recipients during the busy holiday and end of year season.

Mr. Dilworth is extremely anxious to have a full measure of cooperation in this, and asks that responses be sent in immediately.

This Advertising Committee wants to make a thorough canvass and study of the subject of advertising for the title business and it can do a great service to the entire title business by its work. The success of it however is dependent upon the response of everyone.

The letters from those who have advertised, or who have ideas on advertising, and giving their experiences, suggestions and observations on their advertising will give a most valuable store of information and everyone could write Mr. Dilworth on these points.

A preliminary report on the results of the Committee's work will be given in the February "Title News."

The 1926 Convention of

THE OKLAHOMA TITLE ASSOCIATION

Will Be Held in

TULSA

Feb. 1-2!

*Every member of the Oklahoma
Association should attend*

TITLE NEWS

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Fellow Titlemen:

Watch for the March "Title News". It will contain the stenographic report of the Mid-Winter Business Meeting and Conference of State and National Officials, held in Chicago February 5th and 6th.

The attendance and interest in this event exceeded every expectation and it was a memorable occasion in the Association's activities. More practical and direct-to-the-point questions and matters of the title business were presented and discussed than at any other time in the Association's history. Some real things were accomplished, a record made of everything, and a valuable store of information and facts added to the library of title matters.

Read every word of this report as it will appear in next month's issue.

Sincerely yours,

Richard B. Hall

Executive Secretary.