TITLE NEWS

DO NOT REMOVE

Vol. 5 **APRIL, 1926** **No. 3**

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A PUBLICATION ISSUED MONTHLY BY
The American Title Association

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AND CHAIRMEN OF SECTIONS
EX-OFFICIO

April 15th- 1926.

Fellow Titlemen:

The next two months are popular ones for state conventions. May and June will witness the holding of several of the annual meetings of different state associations. Members of each organization having its session in this coming period are urged to attend.

The state associations are doing a splendid work and the small group of men charged with the conduct of their affairs are deserving of every support from the others. Certainly no mark of it can be any more pleasing to them than a worthy attendance at the meeting and for the program they work so hard to prepare.

Likewise there is nothing one can do that will be so worth while in every way and personally satisfying and pleasing than to go to your state meeting, make acquaintances, mingle with your fellows and learn many things of interest. Attendance at one of these meetings is pleasant, profitable, and will make you feel better for yourself and towards your business.

There is no one in any business, trade or profession who can afford to seperate himself from the association of his fellow workers. He likewise cannot afford in this day and age to absent himself from the gatherings of his commercial association. It is good business to the extent of a necessity for you to spend the negligible time and the small expenditure involved.

Sincerely yours,
Richard B. Hall

Executive Secretary.

// TITLE NEWS

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The American Title Association

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Vol. 5 APRIL, 1926 No. 3

Announcements

of Interesting Things and Events

THE DIRECTORY This will be ready for distribution about May 1st.

"TITLE NEWS." Your attention is called to the following improvements and additions.

"Title Questions and the Courts Answers" appears in an improved style and the number of questions and answers has been increased.

"The Miscellaneous Index" will be given more space. Read this to get ideas and learn of interesting things and happenings about the title business and those in it.

A new feature starts this month, "Meritorious Title Advertisements." Examples of advertising will be shown each month in order that knowledge may be had of the various ideas used by others.

The Directory of State and National Officials in each issue. This will enable state officials to exchange correspondence, bulletins and other matter.

You are promised a number of very fine special articles in the issues to come.

DO YOU READ YOUR "TITLE NEWS"?

PENNSYLVANIA, FLORIDA, IOWA, TEXAS, ILLINOIS, NEW YORK. The 1926 conventions of the associations of these states will be held in the months of May and June as announced elsewhere.

Members of these organizations should attend their local conventions. DECIDE NOW TO GO TO YOURS.

COMMON SENSE IN TITLES

By Lloyd L. Axford, Special Counsel, Union Title & Guaranty Co., Detroit, Mich.

In the examination of a land title, as I understand that undertaking, we seek a source or presumptive evidence which when offered in a Court of Justice will make a prima facie case—that is, prima facie proof of ownership of a certain parcel of land by some particular individual.

Presumptive evidence is not conclusive evidence. Such a thing as absolute certainty is unknown. All that we can hope for is such evidence as will prove the ownership beyond a reasonable doubt.

Reasonable doubt does not include mere possibilities. Not what may be: but what probably will be. A title does not have to be perfect to be marketable, any more than does a building have to be fireproof in order to secure fire insurance. What is a reasonable doubt is a matter of opinion of the examiner. While you may not find it "in a book," to my mind there is but one true measure of what is a reasonable doubt in the examination of a land title. Would you, if engaged in the practice of law be willing to bring an action in the Courts to enforce the hostile interest? Could you conscientiously accept the money of a client and honestly present the evidence of the hostile claim to a court, and ask a judgment? If you do not dare to attack the title, what is the matter with it anyway?

In the examination of a title where we find a grant of a parcel of land to one person followed by a grant of the same land by a person of the same name, the grantee in the one deed and the grantor in the next are presumed to be the same. The doctrine of presumptive evidence.

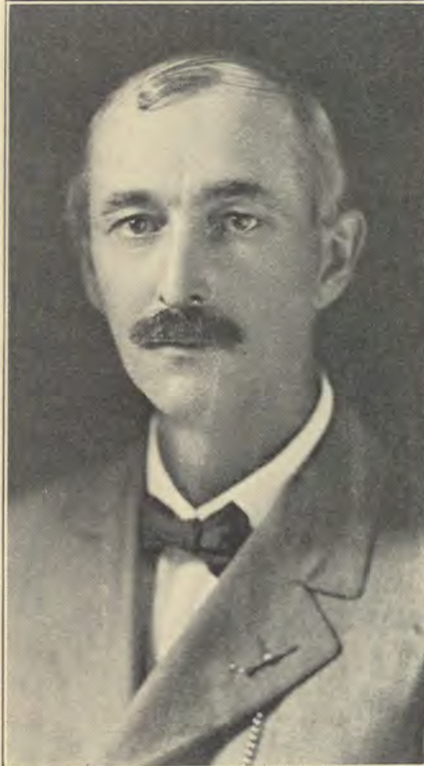
The same name means similar names. The similarity is not determined by counting the letters, as did the Scotch advocate in his examination of the warrant in a murder trial. The rule has always been that names which sound alike though spelled differently are presumed to be the same—phonetic spelling is not a novelty; the law has recognized it for centuries.

When we consider the evidence before us and find that some link is missing, if we consider what is presented with the mental query: With what change, assumption or modification will it make title? the answer usually directs us to the evidence desired.

For example, suppose we have four conveyances by quit claim or deed of release, each specifically conveying an undivided one-fifth of the land to Joseph Smith; that is a deed from John Jones, another from Agnes Jones, a third from Gilbert Jones, and a fourth from Amos Jones, followed by a conveyance from Joseph Smith and Mary Smith, his wife, with the usual covenant of title.

Apparently an undivided fifth is outstanding. Would Joseph Smith warrant the title when he owned only four-fifths? Would you? Neither did Joseph. Mary Smith might have been Mary Jones and the owner of the other fifth; investigation invariably confirms such an assumption.

Descriptions are often difficult to reconcile. Again common sense rather than the talents of the proof reader or photographer should be applied. The only thing essential of a description is that it identify the land; if it contains erroneous statements, it is not necessarily bad.



LLOYD L. AXFORD,

Author of this article, "Common Sense in Titles" and which might be called "Common Sense in Examinations." Mr. Axford is a scholar and his thoughts in print are worthy of consideration.

The rule has always been if we cast out or eliminate the incorrect portions and what remains will identify the land the grant is valid. Suppose the starting point of a description by courses and distances be indefinite; do not stop at the impossible, follow along; there may be some other reference that is definite. Take this as a starting point and you will find your land.

My observation is that when a description leaves the original survey many examiners get lost, but neither our English ancestors nor our cousins upon the Atlantic seaboard ever had a survey in towns and sections. If they have had no other, when we occasionally find the "lazy man's description" as we designate such as use the adjoining owners as boundaries, a little extra effort and the application of the legal rule that intent, rather than form, is the governing principle, will usually satisfy one beyond any reasonable doubt what the deed conveys.

Should you meet section thirty-eight or thirty-nine do not be frightened; consult a plat of the original survey and you will doubtless find the trail of someone who had more originality than respect for theory.

When title is derived through process of law it must be remembered that the effect of irregularities and the effect of want of jurisdiction are very different. What should have been done is one thing: what was done is another, but if the court had jurisdiction of the persons or the rem and the subject matter, though someone has been deprived of substantial rights, if he has not complained, why should you? An erroneous judgment is binding, if not appealed from.

In tracing title through inheritance we lose not only presumption but certainty becomes a phantom.

> *"Title to every parcel of land is vested in some individual, state or corporation. He who follows the calling of an examiner of title assumes the burden of determining in whom the land is vested.*
>
> *"That some other or subsequent examiner may differ with you will not excuse a failure to express a definite and certain opinion.*
>
> *"Someone is right. Assume and meet the responsibility of your calling or find another calling."*

The English courts have stated that there is no method known to the English law to conclusively adjudicate pedigree. We rely upon the determination of Probate Courts and in our state affidavits of pedigree are prima facie evidence—I believe the latter legislation salutary.

There is probably no rule of evidence more universal than the rule that hearsay evidence is inadmissable, yet hearsay evidence may be received to prove pedigree.

Shall the examiner of titles seek infallibility when the Courts of Justice accept the gossip of the neighborhood? Reasonable certainty is all you will ever get, no matter what you may desire.

Fiction was incident to legal proceedings affecting land, particularly the action of ejectment, prior to the days of Coke, and we in our time have excelled the most vivid imagination of

the ancients in the bill to quiet title brought against unknown heirs.

Under the rules of equity prior to legislative interference, in order to maintain a bill to quiet title it was necessary to allege and prove that someone was disturbing the plaintiff's possession. This proceeding in the purity of its origin was designed to suppress, not to create trouble.

In my personal experience in the examinations of title in Michigan, I cannot recall such a proceedings in a land title prior to 1893. Since that time there have been legions. The allegations in the bill of complaint are sometimes disastrous, the results ludicrous, the fact that the bill was given judicial hearing incredible.

I have known the holder of an apparently good possessory title to allege that he went into possession and held possession under a city tax deed. The tax deed created an estate for years, not a fee. Deny your landlord's title if you can, after having publicly acknowledged your tenure?

In another instance it was alleged that Margaret Cronin Conely and Martha L. Vaugn were one and the same person, for what end I never could conceive, and the court so decreed. The abstracter missed the probate file in the estate of John Cronin from which it appeared that Margaret was his sister and Martha his widow. Incest? But John having been dead many years it must have been post mortem incest.

I recall another one brought in an adjoining county against the unknown A. C. Baldwin and unknown heirs of A. C. Baldwin. Baldwin not only tried jury cases in that county for nearly sixty years but as circuit judge occupied the very chair filled by the judge presiding and unless the latter, when listening to the testimony, closed his eyes he was looking at a life-sized oil portrait of the unknown Baldwin upon the court house wall.

Title to every parcel of land is vested in some individual state or corporation.

He who follows the calling of an examiner of titles assumes the burden of determining in whom the land is vested. That some other or subsequent examiner may differ with you, will not excuse a failure to express a definite and certain opinion. Someone is right. Assume and meet the responsibility of your calling or find another calling.

"He who submits a title for examination desires to buy the land. He does not require the assistance of an examiner of title to decline to purchase. Yet many examiners would seem to take pride finding and presenting flaws, defects and clouds."

"With the rising market that has prevailed for several years, 'scare-crow opinions' by title examiners are luxuries that few investors can afford to enjoy."

He who submits a title for examination desires to buy the land. He does not require the assistance of an examiner of title to decline to purchase. Yet many examiners would seem to take pride finding and presenting flaws, defects and clouds, about many a real estate where that would have been profitable.

I recall a Polishman who made a memo of sale on a forty near Detroit in the fall of 1912 or 1913. An examiner rendered an opinion setting up numerous objections. The vendor refused to consider them, returned the deposit and the deal was off. The next spring he sold the same property, delivered the same abstract and the sale was consummated with one difference—the Pole received $40,000.00 more for land. Who did that "fool lawyer" serve? The man who employed him or the Pole?

With the rising market that has prevailed for several years, "scare-crow opinions" by title examiners are luxuries that few investors can afford to enjoy.

There is but one method of attacking a land title in the Courts, an action of ejectment. After more than thirty years at the bar with the major part of my time devoted to the legal end of the real estate business, handling estates and property for others, I can honestly say that I have never had a real ejectment suit offered to me. I mean an ejectment suit involving title—not boundaries. How many such brought within the last twenty years have you gentlemen entered upon abstracts of title?

We should all remember the philosophy of the Irishman who in life's afternoon announced—"I am an old man, and have had many troubles, but most of them never happened."

A RECOGNITION OF TITLE INSURANCE.

By State Supreme Court.

A noteworthy statement and endorsement of title insurance is found in the case of Flood vs. VonMarcard, in 102nd Washington, page 146.

Flood had paid $500 down on a $10,000 real estate deal, the seller being bound to furnish good title. The seller, through his attorney, claimed the title was good. The Washington Title Insurance Co., because of defects discovered by its examiners, refused to insure it. Flood demanded his initial payment back. It was refused and he sued. The Superior Court found that the title was not merchantable, (as the Washington Title Insurance Co. had previously maintained) and the court sustained this decision, which was likewise a decision sustaining the judgment and opinion of the title company.

This further proves the statement that "The Insured Title is the Standard and Accepted Title."

The court said: "That it was not such a title as a buyer would take in exercising ordinary prudence in the conduct of his affairs, which IS SUFFICIENTLY EVIDENCED BY THE REFUSAL OF THE TITLE INSURANCE COMPANY (meaning the Washington Title Insurance Co.) TO GUARANTEE IT AND THE REFUSAL OF ITS GENERAL COUNSEL WHOSE LEARNING AND SKILL IN THE LAW CANNOT BE QUESTIONED, to approve the title.

"Neither of these had any interest in the main transaction and we can conceive of no higher evidence of a want of marketability of title, as that term had been construed by this court than these opinions."

WHY NOT STATEMENT "TITLES TO PLEDGED LANDS INSURED BY—."

In this day of investment offerings, various securities and other bonds, the daily newspapers and financial journals are showing advertisements for these regularly.

The issue is described, the security given in detail, the purpose of issue and other facts shown.

Included with all these is a statement as to the appraisal by some authority on appraisals. Then follows the statement of the legality of the issue and the proceedings in connection therewith, by counsel, Jones, Jones, Jones, Smith and Jones, or some such awe-inspiring array of legal talent, but seldom in found "TITLE GUARANTY: Title to all pledged properties guaranteed by title insurance policies for the full amount of the bond issue, approved and guaranteed by the Title Insurance & Guarantee Co."

Would not such a statement add to the force of the facts and presentations, advertise the title insurance company, and even more be one more great big selling argument for the disposal of the securities?

Why do not the title insurance companies present this matter to fiscal agents for bond issues, titles to the pledged property of which are guaranteed?

It presents an opportunity for all concerned.

MINNESOTA ESTABLISHES NEW STANDARD AND SUCCESS IN STATE MEETING.

The 1926 convention of the Minnesota Title Association made a new standard in interest, spirit of enthusiasm and number in attendance. The whole meeting was by far the best in every way in this association's history. Some definite things were decided upon and which if followed and pushed will eventually bring about the conditions desired and very necessary for the satisfactory development of the title business in the state.

The association pledged support to the Registers of Deeds who desire to improve the peculiar situation in Minnesota relative to the public officials making abstracts, the grade and character of such abstracts and the fees therefore. It is hoped to eventually eliminate the idea of the statuatory abstracts and repeal the laws not governing the same.

It is also hoped to get new legislation introduced the next session that will place all Registers of Deeds not now on a salary basis on such, with it is required that all fees for making abstracts be turned into the county.

A fine program of subjects was provided, among which was a talk by Will Pryor on Title Insurance, and particularly on the statewide idea, with central companies working in conjuncture with the inland abstracter.

Henry C. Soucheray of St. Paul gave an interesting and valuable talk on the "Liability of Abstracters Under Their Certificates."

E. J. Carroll, of Davenport, Iowa, a former president of The American Title Association, represented that organization and made some pertinent remarks on the welfare and advancement of the business, and the part of the title associations in it.

The association also adopted definite plans and determination to defend any actions that might be brought against members under the statuatory fee act.

Other activities decided upon were, a membership campaign; a continuance of the splendid bulletins issued by Secretary Boyce; an abstract contest and a real endeavor for a uniform abstract; a credit bureau for association members.

There was evidence of a splendid spirit of cooperation between the abstracters and the Registers of Deeds of the various counties.

V. E. Erickson of the Aitkin County Abstract Co., Aitken, was elected president; C. E. Tuttle of Hastings, vice president, and Ed Boyce continued in his good work as secretary-treasurer.

The hospitality and entertainment provided by the Minneapolis Abstracters and the Civic & Commerce Association added much to the success and spirit of the convention.

THE 1926 CONVENTION OF THE MINNESOTA TITLE ASSOCIATION HELD IN MINNEAPOLIS.

The 1926 Convention
of the
IOWA
TITLE ASSOCIATION
Will Be Held in
Cedar Rapids
June 3-4

An excellent program has been arranged
The local hosts will make it an enjoyable occasion

Headquarters—Montrose Hotel

The
PENNSYLVANIA TITLE ASSOCIATION
Will Hold its Annual Convention in
ATLANTIC CITY, N. J.
Traymore Hotel

Dates
May 13-14

Agreement 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.

Agreements like all Gaul are divided into three parts:

1. Agreements which can be enforced.
2. Agreements which cannot be enforced.
3. Clouds on title.

From the title companies' standpoint, perhaps the last sub-division includes both of the former sub-divisions, for it is usually unwise for a title company to risk an insurance where there is an outstanding agreement of sale. Let us first take up the question as to what agreements are valid and what are not. All agreements for the sale of real estate must be in writing under the act of 1772 (1 Smith's Law, 389) which provides:

"All leases, estates, interest of freehold or term of years or any uncertain interest of any or out of any messuages, lands, tenements or hereditaments made or created by livery of seizin only or parole and not put in writing and signed by the parties so making or creating the same or their agents thereunto lawfully authorized by writing, shall have the force and effect of leases or estates at law only and shall not either in law or equity be deemed or be taken to have any other or greater force or effect, any consideration for making any such parole leases or estates or any former law or usage to the contrary notwithstanding except, nevertheless, all leases not exceeding the term of three years from the making thereof."

It has been held under this Act that no particular form of words is necessary to constitute a valid and binding agreement providing the essential elements are contained. A receipt or other informal writing is quite sufficient. It is necessary that the paper contain:

1. Names of the parties.
2. A description of the property sufficient for identification.
3. The price to be paid, and terms.
4. To be signed by the vendor or his agent authorized in writing, but not by vendee.

Cadwalader *v.* App., 81 Pa. 194.

In Schermer *vs.* Wilmart, 282 Pa. 55, a receipt was given which had all the essentials above, but provided "a regular agreement of sale for the selling of the above-mentioned property to be made on the day the additional $210 are paid." Mr. Justice Simpson held that, although the receipt contemplated the execution of a formal agreement of sale, since the minds of the parties had met, there was a binding obligation on the part of both parties.

In regard to the signature of an agent to an agreement, an interesting case arose in the case of Heckert *vs.* Blumberg, 277 Pa., 161. Here a wife who owned real estate orally agreed to sell it to another. Her husband, who was present at the time, accepted a portion of the purchase money in cash, turned it over to his wife, and signed a receipt for it in his own name, in which the real estate was described by street and number. The Court held at page 161:

"That her husband's act was her act; his receipt for the payment must be considered as authority to him to act for her, and was binding upon her as though she had personally signed the paper."

In view of this line of cases, it is unwise for the title company to assume that in the absence of the signature by the vendor to the agreement, although it is signed by his agent, that such signing does not bind him. Upon the facts being shown, the case may come within the Heckert case. Otherwise all authorities to agents should be in writing in the same manner as agreements for the sale of real estate should be in writing.

Generally speaking, because of the Statute of Frauds of 1772, all oral agreements for the sale of real estate are simply of no effect so far as transfer of title is concerned. There has, however, been an exception made by the Courts to this Act. The exception is stated in the words of the Supreme Court in Hark *vs.* Carroll, 85 Pa. 508, as follows:

"The evidence must establish the fact that the possession (of the vendee) was taken in pursuance of the contract of sale at or immediately after the time it was made, the fact that the change of possession was notorious and the fact that it had been exclusive, continuous and maintained. And it must show performance or part performance by the vendee which could not be compensated in damages and such as would make recission inequitable and unjust. There must be proof of an expenditure for improvements not reimbursed by profits derived from the occupation of the land not capable of compensation in damages recoverable in an action for the breach of the contract."

That is to say, that where the vendee under an oral agreement of sale enters into possession and makes substantial improvements generally the contract will be upheld as an exception to the Statute of Frauds. A title company, however, can always detect such an outstanding title because the vendee will be in possession and the title company's examiner will take note of such outstanding possession.

II.

So much for the requirements of a valid contract. Having such a contract certain elements flow from it which it is necessary to notice. It is well known that the equitable title to the property vests in the vendee who thereupon becomes a trustee of the unpaid purchase price for the vendor. The vendor holds the legal title as trustee for the vendee. It is because of this equitable title that the Courts in a proper case will enforce specific performance. The interest of the vendee is real estate and as such bound by the lien of judgments; it may be mortgaged or sold at sheriff's sale. Therefore, judgments obtained against the vendee after the signing of the agreement of sale bind his interest and need not be revived upon his acquiring the full legal title.

Auwerter *v.* Mathiot, 9 S. & R. 397.

Such a judgment takes precedence over a judgment entered against the vendee after he has acquired the legal title. However, such a judgment obtained against the equitable title would not take precedence over a purchase money mortgage given by the vendee to the vendor.

Cakes Appeal 23 Pa. 186.

In the making of settlements, particularly in Philadelphia, where this question arises, the title companies frequently for the purpose of insuring mortgages, have purchase money mortgages made back to the vendor and then assigned to the proper mortgagee. This allows them to insure clear of the lien of judgments against the equitable title.

The mooted question has frequently been discussed as to for what period of time prior to the settlement searches should be made against the vendee. On the one hand, it is asserted by able title men that the search should start from the day of settlement in the absence of knowledge on the part of the title company of the date of the agreement of sale. On the other hand, title searchers have gone back from one month to three months and placed upon the settlement certificate any judgments against the vendee within that time requiring the vendee to remove them before mortgages by him are insured.

The buyer obtains the benefit of any improvements or appreciation in price and takes the burden of any loss not occasioned by the fault, neglect or negligence of the seller.

Morgan *v.* Scott, 26 Pa. 51.
See also 23 D. R. 983.

It follows that if the property burns down the loss falls upon the buyer. A curious case was carried to the Supreme Court in that of Spratt *v.* Greenfield, 279 Pa. page 437, involving property of Mr. A. M. Greenfield. Unfortunately the precise question was not passed upon. There the vendee at the time of settlement, a fire having occurred, insisted upon some adjustment of the insurance money payable to the vendor under policies of insurance. The Court said at page 439:

"That they deemed it unnecessary to consider whether or not the purchaser would ultimately be entitled to insurance collectible by reason of the destruction by fire of the premises by the seller."

It would seem that the Supreme Court may make the seller a trustee of such insurance money in equity for the purchaser, but it has not so held expressly as yet.

Of course the interest of the seller is merely that in personal property which goes to his personal representative and not to his heir.

Foster *v.* Harris, 10 Pa., 457.

Sometimes upon the settlement certificate judgments appear against the seller. A large portion of the purchase money is paid over prior to settlement under the agreement by the purchaser to the seller and the balance is not sufficient to pay the judgments against the seller in full. The law upon the subject is that the seller holds the legal title as trustee or as security for the payment of his judgment creditors. That is to say, the judgment creditors have a lien upon the unpaid purchase money up to the amount unpaid. If no money is due, then the judgment creditors have no lien either upon the property or upon the fund. It is obvious from the practice in Philadelphia County that it would be unwise for a title company to mark off such judgments. In our experience it is well known that the amount of deposit is frequently increased at the time of settlement by putting down more than was actually paid. In such a case, a loss might result to the title company by reason of such practice. It is wise, therefore, I assume, to always have the title cleared.

III.

In the process of making settlements, as we all know, it frequently happens that questions arise regarding the forms of the agreement which are submitted to the officer of the title company for decision. One of the most frequent questions is, what passes under the agreement of sale?

It is well known that any description in the agreement which sufficiently identifies the property, either by house number, reference to a prior deed, or reference to a plan, will be sufficient to base a decree of specific performance upon it. A reference to a house number in the absence of any other covenant in the agreements carries with it just what the buyer sees and no more and is perhaps a satisfactory way of preparing an agreement. If, however, the agreement specifies the property by an accurate description, it is well known that the vendor must make title to such particular description. See McDermott *v.* Reiter, 279 Pa. 545.

The agreement of sale should not include any personality under the single consideration for the property or if any little personality. A curious case arose in Canton *v.* Wellershouse, 77 Sup. 331 where a considerable amount of personal property was included in the agreement of sale for the single consideration. The Court refused specific performance, saying that specific performance is never granted for a personal property except in exceptional circumstances.

The most troublesome part of an agreement is that which provides as to marketability of title or sale clear of encumbrances. The Courts had held that a buyer who procures an agreement that the property is to be clear of all encumbrances and easements is entitled to have the agreement carried out even though there is apparent on ground at the time of the sale an easement or encumbrance. See McDermott *v.* Reiter, Supra. A rather curious case has recently been decided in Riter *v.* Hill, 282 Pa. 115, where in the agreement provided that the property was to be sold clear of all liens and encumbrances "except existing restrictions and easements," a clause which is being inserted in a large majority of agreements in Philadelphia County. The objection complained of was the plotting of a proposed street and the placing of it upon the city plan. The Supreme Court reversed Judge Martin of C. P. No. 5, of Philadelphia County holding that the plotting of a street was neither a restriction nor an easement and that the title, therefore, was unmarketable. I make mention of these cases because of the tendency in real estate circles to make the title company an arbiter as between the seller and buyer.

One of the mooted questions which has not as yet been set at rest by the Supreme Court is that which arises by reason of the clause in agreements that the title shall be good and marketable and as such, or such as, will be insurable by the title insurance companies at the regular rates. Does this clause make the title insurance companies the final arbiter of the question? If the title insurance company in the exercise of its reasonable judgment refused to remove an objection from a settlement certificate, may the purchaser refuse to take the title, relying upon the title company? If the title company places an objection upon the settlement certificate in error and the purchaser refuses to take, is he precluded from recovering his deposit money on the ground that the title company's judgment is not exercised in accordance with the agreement of sale? Three cases have arisen in the Appellate Courts, the latest being that of Baker *v.* Kaplan, 282 Pa., 239, wherein the Supreme Court affirming Judge Shoemaker of C. P. No. 1 of Philadelphia County allowed the issue to go to the jury as to whether the title company did or did not refuse to insure the title against certain alleged easements under the clause above named.

In Mansfield *vs.* Reading, 269 Pa., 357, the agreement of sale called for title insurance by a particular company. Unfortunately the vendee made no effort to secure a title insurance from that company but from another, and was not protected, the question being as to whether settlement was made withir time.

In Perkinpine *vs.* Hogan, 47 Pa., page 27, at page 27, the agreement provided that the title should be such "as will be insurable at regular rates by the title insurance companies." The averment in the statement of claim was that the Land Title and Trust Company refused to insure the title. The Court said such averment was not sufficient as it should say, that the title insurance companies in general did not consider the title insurable. It would seem that if the Supreme Court will permit under the above-mentioned clause the question to be decided by the title company in good faith, many troublesome matters will be disposed of. However, a title company may rightly favor one side of a controversy and place upon a settlement certificate a trifling objection, and on the other hand remove a trifling objection, doing substantial justice in either case. As I say the question is an open one but of some moment in settlements.

Again the question of the time of settlement frequently arises. In Doughty *vs.* Cooney, 266 Pa. 337, in the brief of Mr. G. C. Ladner of Philadelphia, the rules in regard to the matter of settlement within the due date of the agreement are clearly set forth. It has been held by the Courts that where the agreement provides that time is of th essence, no leeway can be given to the purchaser; but he must settle on or before the time mentioned in the contract. If, however, that is omitted, of course a reasonable time thereafter may be given. In the case of Piacentino *vs.* Young, 272 Pa. 556, a situation arose in the office of the Real Estate Title Company which shows the necessity for exactness in the making of settlement.

There whilst the agreement provided that time was of the essence, it was proven, although the evidence was conflicting, that the vendor orally allowed the vendee a little additional time to deposit money with the title company. The Court held that he could not thereafter withdraw until the period given by him had expired; and until that time he was bound to permit the deposit of the money in the title company and allow the title company to record the papers and complete the settlement.

IV.

As to agreements being a cloud upon the title. Under the Act of 1856 P. L. 533, no action can be maintained for the specific performance of any contract, but within five years after such contract was made, unless the contract gives a longer time for its completion or has been acknowledged in writing to subsist within that period. It will be seen that ordinarily it is unwise for a title company, if the matter is large, to disregard an agreement because some writing may exist acknowledging the subsistence of the agreement. However, as I understand, the practice in Philadelphia County at least, if the agreement is not recorded, the tendency is, after two or three years, to disregard it on the ground perhaps that the purchaser is guilty of laches at least. If, however, the purchaser goes into possession, his rights are usually fixed, and the title company cannot disregard an outstanding agreement of sale.

Stonecipher *v.* Kean, 268 Pa., page 540

It is the duty, of course, of the title company to make inquiry at the property. How far this should go has always been a question. In a case in Philadelphia County, as I recall the facts, the title company was asked to insure a house of

questionable character. Upon making an inquiry at the property, he was informed by the persons in possession that they were tenants. Had he asked who the agent was, and made inquiry as to the owners, he would probably have ascertained that there was a real outstanding interest. However, it is doubtful whether the tenants would have disclosed the name of the agent. I think the case was subsequently settled with the outstanding owner.

If the agreement is recorded, of course it is wise to insist that proceedings be taken under the Act of Assembly by way of a rule on the vendee to bring his ejectment within the prescribed period and thus dispose of the cloud upon the title. If the agreement has been missed by the title searcher and has not been properly indexed or has not been properly acknowledged, of course it is not noticed. See Proudy *v.* Marshall, 225 Pa. 570.

Little need be said about the matter of specific performance; because it does not concern the title company ordinarily. The Courts apparently are disposed to carry out the terms of contracts or order them to be carried out. As was said by Mr. Justice Kephart, in 280 Pa., page 3, in disposing of a technical objection, "In the business world today, the facilities of telegraph, telephone and banks are too highly developed to permit excuses such as are here given by appellant." The Courts will enforce agreements where the purchaser is not guilty of laches, comes in with clean hands, and the agreement is fair and just in its terms. Usually the purchaser must make a tender to preserve his rights.

The matters herein referred to are of increasing importance and I have made an attempt only to direct attention to some of the leading questions.

VERA WIGNALL ELECTED PRESIDENT OF THE OKLAHOMA TITLE ASSOCIATION.

First Woman to Achieve This Honor.

The Oklahoma Title Association gave due and worthy recognition to one of its most active and capable members by the election of Miss Vera Wignall, owner, manager and boss of The Guaranty Abstract Co., Pauls Valley, as president of the state organization.

Miss Wignall is the first woman to occupy this office in any state association. She is to be congratulated, but likewise the Oklahoma organization is to be congratulated upon its judgment in making the choice and having Miss Wignall's talents and capacities at its service.

There are several women active in the abstract business in that state and who have been participants and supporters in the organization's work. Miss Wignall has been so identified with it for several years and done many things in that time. Noteworthy among them is her work in the drafting and accomplishing the adoption of the Oklahoma Uniform Abstracters Certificate.

VERA WIGNALL,
Owner and manager of the Guaranty Abstract Co., Pauls Valley, Okla., elected President of the Oklahoma Title Association and the first woman to occupy such an office and head a state organization.

She is acknowledged to be one of the state's recognized abstracters and to have an exceptional fine title plant. She is an attorney admitted to practice in her state.

Her business and professional career is interesting. Starting, as she says, as a plain, very plain stenographer, she later was a court reporter, then clerk of the County Court where she became interested in law. This was an incentive to study and she commenced to read law, and became engaged in income tax work and an expert on it. She then attended the Oklahoma City School of Law, receiving her degree in 1917.

Seventy-two were in her law class, some of whom are practicing, one is an editor of one of the state's largest daily papers, another the present mayor of Oklahoma city. Several are practicing, and an interesting number of this class became engaged in title law, examiners for loan companies, and other lines of title work. Miss Wignall was one of the six ranking graduates in the class.

She purchased the Guaranty Abstract Co. in 1921, and has built an enviable business.

She is a musician of accomplishment and active in community and social affairs, being at present presidens of the Pauls Valley Business and Professional Women's Club and Vice President of the State Federation of that organization.

KANSAS TITLE ASSOCIATION ISSUES MONTHLY BULLETIN OF TITLE DECISIONS.

The Kansas Title Association is one of those who has started the very practical and valuable activity of issuing monthly bulletins on current decisions rendered by the last state court of appeals.

It is prepared and issued by Leo T. Gibbons, of Scott County, one of the association's combination abstracter-attorney members, and who has been an active and interested member of the state organization for years.

WALTER DALY ELECTED PRESIDENT OF TITLE & TRUST CO. OF PORTLAND.

The many friends of Walter Daly in the American Title Association will be pleased to know he was elected president of his company at a meeting and election held a few days ago. He may know that his large group of friends and acquaintances have congratulations and good wishes for him.

The Portland Telegram prints the following:

"W. M. Daly is new head of Title & Trust Co., and as vice president was elevated to leadership by vote. Daly has served as vice president of the Title & Trust Co. for a number of years and has been with the company as an executive for the last twenty years. He announced that the company would be continued on its present policies."

Mr. Daly has served in various capacities and as official of the American Title Association, and is at present a member of the executive committee.

OKLAHOMA ASSOCIATION ADOPTS UNIQUE METHOD TO FACILITATE USE OF UNIFORM CERTIFICATE.

The Oklahoma Title Association Certificate may increase in popularity and be adopted by a greater number under a new scheme put into effect at the last state convention.

Under this plan the standing committee appointed to guide the destinies of this muchly-considered and worthy enterprise will have an additional job. Each member will refer his proposed form to this committee, drawn as nearly as possible to conform with the ideas expressed by the adopted uniform certificate, but with the necessary things to fit local conditions (and possibly each member's own ideas and desires) and if he has not transgressed too much and his certificate meets all the purposes of the prescribed form, it will be approved by the committee and the member allowed to label and advertise it as an approved certificate.

THE 1926 CONVENTION OF THE OKLAHOMA TITLE ASSOCIATION HELD IN TULSA.

OKLAHOMA TITLE ASSOCIATION MEETS IN TULSA.

A crowd of nearly a hundred, representing forty-one companies, attended the Oklahoma Title Association Convention held at the Mayo Hotel, Tulsa.

A most interesting program was provided, among which was an address on "Ancient Deeds" by McCune Gill, of the Title Guaranty Co., St. Louis, who was the representative of the American Title Association at this meeting.

Lewis D. Fox, of the Home Abstract Co., Fort Worth, Tex., also attended as a guest of the Oklahoma Association.

Vera Wignall was elected president, the first woman so chosen, and as they said, not just because she is a woman, but because she is able, a hard worker, one who had done a great deal for the Association and who had set a mark for others by her examples and accomplishments.

Howard Searcy, president of the Wagoner County Abstract Co., Wagoner, and who did such splendid and helpful work during the past year as chairman of the Committee on Cooperation was elected vice president. J. W. Banker of Tahlequah, Mrs. C. I. Jones of Sayre, S. J. Bardsley of Atoka and Miss Addie Lofton of Purcell were re-elected district vice presidents.

Hugh Ricketts was of course re-elected secretary-treasurer.

The abstract contest was won by J. W. Banker's company, the Cherokee Capitol Abstract Co., of Tahlequah.

HUGH RICKETTS
Of the Guaranty Trust Co., Muskogee, Okla. Re-elected secretary-treasurer, the Oklahoma Title Association.

The Association also adopted an insignia to be used by members wherever and whenever applicable.

A STATE TITLE ASSOCIATION ORGANIZED IN TENNESSEE.

The state of Tennessee joins the group of states organized for title work by the formation of a state association.

Much of the credit for this must go to H. N. Camp, Jr., of the Commercial Bank & Trust Co., Knoxville ably assisted by Guy P. Long, of the Union & Planters Bank & Trust Co.

The organization meeting was held in Knoxville, and attended by a group of interested title men of the state, including J. M. Whitsett, of Nashville, a member of the executive committee of the American Title Association, and Edwin H. Lindlow, of the Union Title & Guaranty Co., Detroit, Chairman of the American Association's Membership Committee.

Letters and telegrams were received from many, expressing regrets at being unable to attend but giving wholehearted approval of the enterprise. Mr. Edwin spoke on the desirabilities of a state association and his remarks and the discussion following brought out a general resume and discussion of things pertaining to the title business, including statewide title insurance, advertising, rates, uniform policies and practices, ethics and the problems of the interior abstracter.

A permanent organization was formed with the following officers: President, Guy P. Long, Memphis; Vice President, B. W. Beck, Chattanooga; Secretary and treasurer, H. N. Camp, Jr.; and Tyler Barry, Franklin, Chairman of membership committee.

The association decided upon an energetic program of activities, including another meeting to be held in Nashville soon; a membership drive; development of a statewide system to give every county title insurance; interchange of information and ideas; the development of a reinsurance plan for the benefit of the companies needing it and securing of needed and beneficial legislation.

As stated above, Mr. Barry was given the job of building the membership, and Mack Whitsett the preparation of a Constitution and By-Laws.

In the evening the Commercial Bank & Trust Co. acted as hosts at a dinner for the visiting titlemen to which were invited a large number of bankers, real estate and loan men. Mr. Lindow addressed this meeting on the subject of title insurance.

The 1926 CONVENTION of the TEXAS ABSTRACTERS ASSOCIATION is announced for June 7-8 at Dallas

Every member of the Texas Association is urged to make plans NOW to attend

ANNUAL MEETING OF NEW JERSEY TITLE ASSOCIATION.

The 1926 meeting of this state organization was held in the Stacy-Trent Hotel at Trenton with a most representative attendance. President Cornelius Doremus presided and gave a good report in his address. Five new members were added in 1925.

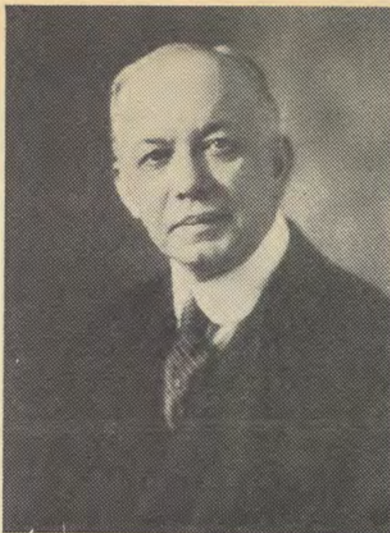
The legislative committee, with Arthur T. Vanderbilt as chairman, did some splendid work.

President Doremus urged an interest and consideration in the New Jersey state and the American Title Associations.

Edward C. Wyckoff, of Newark, and treasurer of the American Title Association, gave a report on that organization and the convention held in Denver the preceding September.

John E. Potter, of Pittsburgh, Pa., was present as the representative of the American Title Association and gave an excellent address on "Title Insurance as a Form of Service." This will appear in a near issue of "TITLE NEWS" and readers can anticipate it.

Others on the program were Prof. F. H. Somers, Dean of the New York University, whose subject was "A Society of Conveyancers;" Alfred Hurrell, vice president of the Prudential Insurance Co., who gave an interesting talk on "The Great Experiment" and Howard R. Cruse, of the New Jersey Title Guarantee & Trust Co., who expressed some splendid ideas on "Title Association."



CORNELIUS DOREMUS
Reelected president of the New Jersey Title Association.

The officers elected were: President, Cornelius Doremus, Ridgewood, Pres. Fid. Title & Mort. Grty Co; First Vice-President, William S. Casselman, Camdem, West Jersey Title and Ins. Co.; Second Vice-President, Frederick Conger, Hackensack, Peoples Tr. & Grty. Co.; Secretary, Stephen H. McDermott, Freehold, Monmouth Title Co.; Treasurer, Arthur Corbin, Passaic, Grty, Mrtg. & Title Co.

STEPHEN H. McDERMOTT
Secretary, New Jersey Title Association.

CREDIT "BURLESQUE OPINION" TO McCUNE GILL.

Through an oversight, no credit was given to the one who furnished the "Burlesque Attorney's Opinion," appearing in the February TITLE NEWS.

This attracted a great deal of interest and comment, so ye editor wishes to give credit to the one who deserves and should have it.

This came from McCune Gill of St. Louis, who conducts the monthly feature in this publication, "Law Questions and the Courts' Answers."

RECORDERS OF COLORADO VOTE TO REQUEST ABOLISHMENT OF TORRENS ACT.

At the meeting of the recorders of the state of Colorado, held in Denver the latter part of January, where a permanent organization was formed, that body unanimously voted to request the Legislature to abolish the Torrens Act now upon the statute books of the state, it being only another piece of deadweight and not used at law.

This would be a fine thing for everybody. It would eliminate an unnecessary and useless law; eliminate confusion resulting from its existence and relieve the officials of the trouble incident to the few filings of instruments of the system and get one more hazy idea out of the people's minds.

This idea should be pushed to accomplishment.

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

Of Title News, published monthly at Mount Morris, Ill., for April 1, 1926.

State of Missouri }
County of Jackson } ss.

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

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

2. That the owner is: (If owned by a corporation, its name and address must be stated and also immediately thereunder the names and addresses of stockholders owning or holding one per cent or more of total amount of stock. If not owned by a corporation, the names and addresses of the individual owners must be given. If owned by a firm, company, or other unincorporated concern, its name and address, as well as those of each individual member, must be given.) The American Title Association, Henry J. Fehrman, President, Omaha, Nebr.; Richard B. Hall, Executive Secretary, Kansas City, Mo.; Edward C. Wyckoff, Treasurer, Newark, N. J.

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

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

RICHARD B. HALL,
Editor.

Sworn to and subscribed before me this 30th day of March, 1926.

ENID BASHORE, Notary Public.

(SEAL)
(My commission expires Aug. 30, 1927.)

L. S.

How many times have you signed an agreement not knowing what the initials "L. S." on the document meant?

The following will explain the symbols. It is an abbreviation for "locus sigilli," Latin for "place for the seal," coming down to us from the time the Romans took their seal rings off their fingers and imprinted their seals on all documents in place of the usual modern signature. Thus the "L. S." is still a business practice.

Mr. Eichenstein returned home from business and found his wife rocking the baby and singing, "By-low, baby, by-low; by-low, baby, by-low—"

"Dot's right, Sarah. You teach him to buy low, and I'll teach him to sell high."

LAW QUESTIONS AND THE COURTS' ANSWERS

Compiled from Recent Court Decisions by

McCUNE GILL,

Vice-President and Attorney

Title Guaranty Trust Co., St. Louis, Mo.

Is there an implied way of necessity over adjoining lot for access to garage?

No. There being a possible egress to street in front. Barrett v. Duchance, 149 N. W. 632 (Massachusetts).

Are contingent remainders destroyed by a conveyance by life tenant and final reversioner?

Generally not. But were so destroyed by conveyance before birth of remainderman in Illinois prior to 1921. Danberg v. Langman. 149 N. E. 245.

Does a deed of land convey appurtenant easements not specifically mentioned?

Yes. Such as right of way. Eubank v. Company. 149 N. E. 647 (Indiana); or Water right, Witherill v. Brehm, 240 Pac. 529 (California).

Is a signature by mark valid if the party can write?

Yes. In re Mueller, 205 N. W. 814 (Wisconsin).

Is it necessary to join in foreclosure suit, those purchasing after commencement of suit?

No. Title through suit is good even though they are not joined. Kemper v. Weber. 149 N. E. 478 (Illinois).

Where wife of one co-tenant purchases at tax sale, can others claim an interest?

Yes. If they tender their share of the amount paid; but they will be barred by laches after 10 or 15 years. Egan v. Egan. 130 Atl. 129 (New Jersey).

Must courts of one state recognize a divorce granted in another state?

Not if service is by publication; some states recognize such divorces, others do not. Exparte Hilton. 105 Southern 647 (Alabama).

A description was "300 acres of land cut off of my farm on the east side of the branch." There were only 133 acres east of the branch. Did the devisee take anything west of the branch?

No. Monuments govern over acreage. Osborn v. Cox, 129 S. E. 347 (Virginia).

Do lapsed devises pass to the heirs or to the residing devisee, in the absence of a specific statute?

To residing devisee, and common law rule to the contrary is abandoned in Nebraska. Moore v. Lincoln, 6 Fed. (2nd) 986.

Does a restriction against "any building for other than residence purposes," forbid the construction of a railroad switch track?

No. Neekamp v. Huntington, 129, S. E. 314 (West Virginia).

Is a deed conveying "50 acres undivided" out of a larger tract, bad for uncertainty?

No. Deed is good and conveys undivided interest as tenant in common. Harlowe v. Harlowe 129 S. E. 98 (Georgia).

Where trustees are to pay income to son and on his death to convey to "persons who would take if he had died intestate," does his widow have dower?

Yes. In re Bock 211 N. Y. S. 621 (New York).

Is it necessary, in a suit to set aside a tax deed, to prove title back to source?

No. Title Co. v. Land Co. 238 Pac. 992 (Washington).

A man owns his home; he and his wife convey it to a straw party who conveys to the wife; the man dies; who owns the property?

The man's heirs; a homestead can be sold or abandoned, but not given to the wife. Crocker v. Crocker 7 Federal Rep (2nd) 218, (Florida).

What is "the doctrine of stirpital survivorship?"

The rule that where a remainder is to the "survivors" of a class (as brothers) it includes the descendents of members of the class dying before the vesting of the remainder (nephews). Banks v. Nolan, 130 Atl. 483 (Connecticut).

A devise is to a person absolutely but "in case of his death" to another; does this mean his death before testator or at any future time?

Before testator only. In re Fort's Estate 211 N. Y. S. 722.

A devise is to a daughter, but if she "should marry and die without heirs," to her brother. Is her title absolute or defeasible?

Defeasible; because death without issue does not mean such death before testator, but at any future time. Atkinson v. Kern, 276 S. W. 977 (Kentucky).

A tax sale is advertised to be held at the court house door, but is actually held at treasurer's office; is this good or bad?

Bad. Tulsa v. Edwards, 239 Pac. 572 (Oklahoma).

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

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THE AMERICAN TITLE ASSOCIATION
Richard B. Hall, Executive Secretary
Title & Trust Bldg., Kansas City, Mo.

APRIL, 1926.

Editorial Entries

ABUSE OF "COPY PRICE" ABSTRACTS.

One of the deplorable things in the abstract business in many places is the "copy price" abstract. Not only do the abstracters make chumps of themselves in granting this kind of business, but the customers make chumps of them by abusing privilege.

Under certain conditions reduced rates for duplicate or a quantity of abstracts is permissible. If a man has a tract of land and is splitting it up into smaller tracts, and needs a quantity of abstracts, then rates are only fair IF THE WORK IS ALL ORDERED AT THE SAME TIME OR AN ARRANGEMENT MADE AT THAT MOMENT FOR ALL OF THEM.

In oil countries two copies of the same abstract will often be ordered at the same time. In such cases full price is ALWAYS to be gotten for the original, and a usual custom is to get half price for the copy, but to only grant this when ordered at the same time, delivered and paid for with the original.

This same rule is followed in many places for a division of a tract for sale—full for the original, half price for the copy. If three, four or five are ordered, then full for the first, and a third price each for the remaining number up to five, or some other figure to be determined by the local condition, custom, circumstances, etc.

No one should, however, make a copy of an abstract from another at just any time the one to be copied from might be presented. There is no such thing as a "copy" abstract. An abstract is an abstract, no matter when, how or where made, of for what purpose. There is just as much work to it in most cases, unless two or more are made at the same time. There is certainly as much liability back and under each one made.

No abstracter should make an abstract from another. They should each be considered as a seperate order (unless ordered together) and checked carefully for marginal entries, notations, and especially corrections, alterations or meddling that might have been done to the records of the various monuments constituting the title.

But let the fad of "copy" abstracts get started in a place and no abstracter will ever get an order at full price. Neighbors will borrow each other's abstracts, take them to an abstracter and get a "copy" made under some pretext or other.

It is a vicious custom and there is no more reason for a person getting a price on another abstract for the same property when the other one is ordered at a different time, and especially after any lapse of time from the making of the one or original abstract, than there is for a man to get a winter suit for half price just because he bought a summer one from the same store some six months before.

COMMITTEE ON COOPERATION ONE OF OKLAHOMA TITLE ASSOCIATIONS ACTIVE SECTIONS.

The Oklahoma Title Association has a very commendable committee in its group on Cooperation. It gets out a bulletin of its own for the members, which generally injects enthusiasm and interest in the state organization as well as functioning to good accomplishments.

It calls attention to the various things being done by the state secretary and the association, and urges interest and cooperation from the members in payment of dues, attending conventions, answering Association correspondence, etc.

It also conducted a "Pay Week" campaign when all association members paid each other for any accounts owing among themselves.

It would be a fine thing for every state association to have such a committee, if said committee would function as the Oklahoma one does.

VIEW OF AMBASSADOR HOTEL—BATHING BEACH AND BOARD WALK
The Ambassador has been selected as the place of meeting for the 1926 convention to be held in Atlantic City, N. J., Sept. 7-8-9-10.

Abstracts of Land Titles—Their Use and Preparation

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

Testimony of Witnesses.

In some cases certain facts to prove the plaintiff's allegations or disprove them as the case might be, are brought out and presented to the court by witnesses. A witness to testify to facts is brought into court by a subpeona, which is similiar to a service summons, only that a witness is not a party to the case or a defendant, and is only commanded to appear and tell whatever he knows to substantiate or disprove the plaintiff's allegations.

Witnesses and their testimony only tend to decide the case as will be stated by the journal entry or decree, AND THE ABSTRACT OF COURT PROCEEDINGS NEED NOT MENTION THE SUMMONING OF WITNESSES OR THEIR TESTIMONY. All of this matter is only a part of the detail and the facts of the case will be shown in the decree.

There are few cases involving the title to property that see witness summoned though, so this point need not be apprehended.

Miscellaneous Cases.

There are a number of these, such as actions for specific performance, actions to set aside a deed, cancellations of contracts and others. They are usually simple and quickly disposed of; therefore, easy to abstract, being similar to quiet title cases.

An action for specific performance is where one party agrees to purchase a property, and another agrees to sell. For some reason or other, one of them, or either of them, "backs out" or refuses to go through with the deal. A suit is sometimes brought to enforce the terms of the contract. They are usually settled before going to trial, for in most cases the real intention back of the suit is to force some kind of a money settlement and in the greater number of them there is not a great desire to either force the buyer to buy or the seller to sell. Sometimes, however, the thing goes to trial and the court orders the seller to convey or awards the buyer money damages, or vice versa, gives judgment against the supposed purchaser.

If a money damage is awarded to the owner against the buyer for his failure to go through, no mention need be made of the proceedings on the abstract because it does not involve the titles, it only gives him a judgment against the buyer, and whether that is enforceable against him depends upon his worth.

If a judgment is given against the owner in favor of the supposed buyer because of his failure to go through, then not only must the judgment be noted in the space for judgments in the certificate, for it is a lien against the holdings of the title owner, but an abstract of the proceedings should be shown in addition.

Suits to Set Aside Deeds, Etc.

These are really only quiet title cases and should be abstracted as such. There are various causes for such actions, fraud, and others.

In all of these miscellaneous cases, abstract the petition setting out sufficient of the facts to state the case and show the cause of action. Show all service as previously mentioned in the explanation of that subject, and the decree.

Partition Suits.

Partition suits represent probably the most complicated of all cases which the abstracter is called upon to compile. They are at least the longest.

They are suits to bring about a division of the real property of estates, or partnerships, and are sometimes friendly and in others not so peaceable and agreeable.

Partition suits are usually, in fact, almost always, regular and in the same form and procedure in the various states because the method of procedure is so clearly defined by the statues and code of procedure for such actions.

When friendly actions, they are usually brought because of the unusual conditions or certain complications of an estate, and it is necessary that the property rights of the heirs be defined and adjudicated by the court. Sometimes, too, the heirs are scattered, cannot all be gotten into a settlement out of court as easily as in court, or a division of the property cannot be made with manifest injury to the property itself or the property rights of the various parties concerned.

In unfriendly actions, the heirs cannot agree among themselves, some are using the property or asserting their rights in a manner detrimental to the others and some are forced to place the matter before the court.

Briefly, the procedure is as follows: The petition is filed, stating all the facts as to the ownership and the various interests, of the death, heirship, etc., of the deceased owner, and the reasons why a partition is necessary. PARTITIONS ARE THE EXCEPTIONS TO THE RULE OF ABSTRACTING PETITIONS — PETITIONS IN PARTITION SUITS ARE ALWAYS TO BE COPIED IN FULL. This is essential to state all the facts usually presented in them.

Then all parties are brought in the case by service, either by actual summons, or publication, or by entering their appearance voluntarily.

Then comes the main journal entry or decree, wherein the court finds certain facts as to heirship, and the interests of the various parties and adjudicates them. The court will further find that a partition of the property is necessary, and will set off certain portions by giving the parties the opportunity of taking them themselves, or if that cannot be done, without manifest injury to the property or the rights of the parties, it will be ordered sold at public sale.

All property in partitions is appraised, however, and the value determined by disinterested appraisers. The court will therefore in this main journal entry or decree, appoint a board or commission of three or more (as the statute provides) appraisers, and instruct them to appraise the property and report to the court.

These appraisers take an oath of fidelity and impartiality and disinterest, appraise the property and report to the court their findings.

The court will then have a hearing on their report and make a decree accepting it.

Most states provide that the parties to a partition suit, any of them who have an interest, can elect to take certain parts or all of the property and by paying the money for it into court, get a deed and the sale money is then divided among the remaining heirs according to their shares.

If none elect to take, or if only a part of it is selected, the whole or remaining parcels are advertised for sale, sold accordingly, and deeds issued to the various purchasers.

A report of the various elections to take, or of the sales as sold, are made to the court, who then makes a decree of confirmation, and thus endeth the tale.

Details of Abstracting Partition Cases.

The petition is copied as above stated. Then the service is disposed of and all defendants shown summoned or brought into court in any of the various ways prescribed by statute.

The main decree making the findings as to the allegations in the petition, ordering partition, and appointing appraisers is then shown and as usual with all journal entries, SHOWN IN FULL.

Then will come a brief notation of the oath of the commissioners or appraisers in partition, stating "Oath of John Doe, Richard Roe, and Will Smith, Jan. 2, 1919, before Henry Johnson, Notary Public, Blank County, state of ——. This oath is accompanied by usual and statutory declaration of impartiality, disinterest and faith."

The report of commissioners, which is their appraisal and finding of facts, should be shown next AND COPIED IN FULL.

The journal entry or decree of the court will come next and provides for the sale of the whole or part, or allowing interested parties to elect to take

certain parcels or all of the real estate. This should likewise be copied in full.

This last journal entry will provide a certain time limit in which elections to take must be accepted. If some of them do so choose, then a report of election to take will be filed by certain of the parties wherein they choose to take certain parcels or all of the real estate at the appraised value. They then pay the money into court, the court approves the election, orders a sheriff's deed issued to them for their part, and confirms the sale and deed.

If, however, none of them elect to take within the time, the sheriff will advertise the property for sale, by public notice in a newspaper, stating the time and place of sale.

These notices of sale whether in partition or foreclosure suits are all abstracted alike as follows:

Notice of sale in the Morning Sun, a weekly newspaper published in Johnston, Hickory County, State of ——, as per the affidavit of Walter Johnson, editor. States that newspaper has been continuously and uniterruptedly published in said county for a period of more than fifty-two weeks prior to date of first publication of this notice; is of general circulation in said county, and that notice appeared therein for four consecutive weeks. First publication, Aug. 1, 1919. Last publication, Aug. 29, 1919. The printed notice attached is as follows: And a full copy of the attached newspaper clipping will be given.

Next follows the report of sale by the sheriff and a brief notation can be made of it as follows: "Report of sale made, Sept. 2, 1919, by John Johnson, Sheriff of Hickory County, State of Blank, wherein he reports that the sale was held on Sept. 1, 1919, and the southwest ¼ of section 9, township 22, range 7, west, 6th PM., was sold to Frank Jackson for the sum of $16,000.00, he being the highest and best bidder."

Following that comes the decree of confirmation and the journal entry of this will be copied in full.

A large manufacturing concern sent frequent and urgent demands to a certain delinquent dealer, and, being unable to get so much as a response, sent a representative to wait upon him personally.

"Why haven't you paid your account, or at least written us concerning the matter?" the representative asked.

"My dear sir," responded the delinquent smilingly, "those collection letters from your firm are the best I have ever seen. I have had copies made and am sending them out to the trade, and it's wonderful the number of old accounts I have been able to collect. I haven't paid my bill, as I felt sure there was another letter in the series. I have some hard customers to deal with and I need that last letter."

MERITORIOUS TITLE ADVERTISEMENTS

(Examples of advertisements for the title business. A series of these will be selected and reproduced in "Title News", to show the methods and ideas of publicity used by various members of the Association.)

"Albrights of Newkirk"

Adam's title to the Garden of Eden was imperfect or he would not have been ejected.

* * *

Many realtors have lost deals because of time wasted on faulty abstracts.

* * *

ALBRIGHT ABSTRACTS will not indicate where oil may be located, but they will show to whom the oil belongs when found.

* * *

Filing of the abstractor's bond required by law does not qualify one as a competent abstractor.

* * *

You are as secure in loaning money on the strength of an ALBRIGHT ABSTRACT as you would be if you had the land in your safety deposit box.

* * *

An examining attorney's opinion is based on the abstract examined; if the abstract is wrong, the attorney is wrong.

A sure means of locating a missing heir is to strike oil on the land in which he has an interest.

* * *

More than three-fourths of the abstracts made in Kay County are ALBRIGHT ABSTRACTS.

* * *

With a good foundation, a police dog and an ALBRIGHT ABSTRACT, you can feel secure in your new home.

* * *

Nearly all Oil Companies operating in Kay County use ALBRIGHT ABSTRACTS.

* * *

An old customer, who has used ALBRIGHT ABSTRACTS for many years, suggests that we strike out the letter "B" from "ALBRIGHT."

* * *

An approved bond, our capital of $158,000.00 and nearly thirty years experience in Kay County titles are behind every ALBRIGHT ABSTRACT.

When selling use ALBRIGHT ABSTRACTS to avoid dangerous delays.
When buying, demand ALBRIGHT ABSTRACTS for adequate protection

Albright Title & Investment Co.
NEWKIRK, OKLAHOMA
Abstractors in Kay County for more than a quarter of a century

(A very commendable example of printed publicity, newspaper or pamphlet.)

(This kind of a signboard on sub-divisions should help promote lot sales.)

"WHY I AM AN ABSTRACTER"

By M. A. Vogel

Women you know has always been called the "weaker sex." It has also been said that the female of the species is more deadly than the male, and yet when all has been said, there is much to be urged in extenuations of woman's faults and failures. If one goes back to the creation of man, we are told that notwithstanding God had solved all the problems of the creation of the universe and the laws by which each planet, one with another was to synchronize and harmoniously revolve in its own appointed orbit, and how the sun and moon and stars were set on high to function, the world's lighting and heating system, and nothwithstanding He had created the universe with the exception of its crowning piece, He was baffled, for he needed something to adorn and glorify his creation, so after debate and study He resolved to make Man. After having made man, God soon realized that it was not good for man to be alone, therefore He decided to create woman to share his trials and joys and to be the mother of history.

If God had intended woman to be man's inferior he would have taken her from his feet, if he had intended her to be man's superior He would have taken her from his head, but God intended Woman to be man's equal so He took her from his side. Considering the raw material used in the creation of woman, it is said to be the crowning glory of God's creative artistry.

Be this as it may, considering how man was created after God's own image and in his own likeness and then the low material from which woman was created, don't you think that man should be far superior to Woman? My own opinion is, neither sex has a monopoly of brains.

Abstract is not of recent date, but is so ancient that before the old English law the Bible doth relate in the very first Book of Genesis, * * * "You take the land to the right hand or the land on the left hand. Let's have peace, and I'll abide by this."

All the things an abstract contains, I cannot say, but this I wish to convey * * *

Notes I cannot play or sing,
Power of attorney I did not bring,
Description of El Paso, is too immense,
Bill of sale would be ignorance,
Mortgages might produce offense,
A release we each today enjoy,
No records let us destroy,
Telling abstracting is really grand,
When all the material is at hand.
Probate court has gone out camping,
District Court is out vamping,
My judgment, is this———
For me to be an abstracter is Bliss."
"Why am I an abstracter?"

I'd be false to womankind and disappoint the men writing this did I not state as my first reason—Because! Remember, however, gentlemen, that the sting of a naughty bee will cause a swell and that of an abstracter's bill will cause a fall or a flat in your bank account. My Dad had land, houses and mortgages, since being a business man Dad had many sales, releases,

M. A. VOGEL,

Manager, Stewart Title Guaranty Co., El Paso, Tex., who occupies a very responsible position and exemplifies the qualifications of women in the title business. She expresses many bright ideas on the business in general and from a woman executive's standpoint as well in the accompanying article.

deeds of trust, notes, etc., to be attended to, during each transaction I'd hear Day say, "Stung again by the abstracter's bill." This manner of getting money I noticed with watchful eye, and saw the abstract man get the money, then say "Good-bye"—. Said I to my self, said I, wonder why I cannot be an abstract woman. I will, and save Dad the bill of the abstract man, so I said "I'll try," and that is one reason WHY. Another reason,—the profession appealed to me as one in which I would come in contact with men and women of affairs, with lawyers, real estate men, and investors who had learned that in dealing with real estate titles either by purchase, mortgage or other form or security for loans that a good title was all important, in other words, "It is better to be safe than sorry."

Shortly after making my resolve—away back in the gray dawn of the history of the City of El Paso, Texas, a unique city lying on the rim of civilization, when it was a small city of adobe buildings with mud streets, I landed from the great state of Indiana, I saw at once that El Paso was a city of extensive possibilities.

I obtained a position in an abstract office, as copyist. My work was to copy the records at the court house in abstract form, and I want to state here, that I was cussed and discussed many times by an exacting lawyer and abstracter, who required the "I's" to be dotted and the "T's" to be crossed. I became interested in my work for I realized the great possibilities of becoming a competent abstracter. The work was exciting and interesting, although exacting, as I followed one chain of title after another, some of which commenced with the old Mexican or Spanish grants, the descriptions of which commenced with a hole in the ground to the top of a sand hill, or a peach tree on the bank of an ever changing "Acequia" or irrigation ditch. I kept on trying to do my best accurately and carefully.

In a few years the company, with whom I obtained my first position, consolidated with another local company, under the name of the "El Paso Title Company." I later became the manager, which position I hold at the present time. So I have always been with the original company, with whom I obtained my first position.

Several years ago, the Stewart Title Guaranty Company of Galveston, Tex., opened an office in El Paso, said company being the first corporation to issue Title Guaranty policies or Title Insurance, in the State of Texas, as well as in the City of El Paso. Said company was interested in the El Paso Title Company. I also serve as manager of the Stewart Title Guaranty Company.

I thought I had a hard position when a copyist, later a searcher, but I did not know what responsibility was until I became the manager, in which all of the responsibility rested upon me.

Abstracting is constructive work and by its means you write history and learn HUMANITY the BETTER.

Most of the property in El Paso County is described by metes and bounds, that is the original description, which makes abstracting more complicated on account of the inaccurate descriptions contained in the old instruments of record. From what I have heard of abstracting in other parts of the United States, abstracting would be play to me, compared to what we have to contend with in the Valley lands or in the underlying titles to property in the city of El Paso, the title to which comes down through Mexican or Spanish grants. Many of

the old instruments are in the Spanish language with the "Vara" as the unit of measurement.

In transferring the possession of lands a ceremony very similar with the English Livery of Seizen was used, the grantor taking the grantee on the lands and giving him actual possession with formal ceremony. It is interesting to note that the original Mexican or Spanish conveyance or "Titulo" was written in an official book and signed by both the grantor and grantee in presence of witnesses, their evidence of this being a copy of the original "La Higuela." They differed materially from the "Indentures" of the early English Law. Long before Washington did any surveying or the New England states were settled, the Spanish explorer, the Catholic Priests and the native Indian inhabitants of the South West were surveying and dividing up the lands into "Terraneos" "Leagues" and "Labors," and other disignations of divisions according to the Spanish custom and altered by the native usuages. Instead of using chains or tan lines a lariat or rope was made of raw hide, something which if it was wet would stretch, shortening up however when it dried. Sometimes if the tract was large and the ground would permit, an ox cart wheel or the steps of a horse were used to measure the distance. I have known of tracts of land in which the original survey called for forty-eight acres but on re-survey, it will show to contain 198 acres. The land was of no value then. Now cotton fields blossom in the sunlight on lands worth several hundred dollars an arce, alfalfa fields bright green, the growing corn, waving grain, fruits and vineyards complete the visions and dreams of the early pioneers in the Rio Grande Valley—the Nile of America. Under the decisions of the courts of Texas, abstracters are required to incorporate more in abstracts than in most parts of the United States, the acknowledgments must be copied verbatim, the description of the property has to be fully set out, signatures, dates, etc., are required to be accurately shown—in other words,——a full and complete abstract copy of the instruments has to be incorporated in the abstracts. No skeleton abstract goes with the attorneys in El Paso, Tex.

It behooves any one learning this business to learn it thoroughly and accurately. Building an abstract is the linking of events varied in kind, yet when it is complete, the chain fastened with the abstracter's certificate, shows the present status of the title.

There is much about compiling an abstract which is so interesting to me I could, it seems, follow no other business so cheerfully. You are ever being made wise to something by use of head and eyes.

Take the detective's work therein, I find I am catching up with some fellow's good or bad deeds, errors in transfers of notes or of land. After I am on his trail the keen instincts of a woman's nature, his every move I can see even to the marks of signature. I chase his records from aged files (too blunt to give me keen scent) yet this searching is the main channel of an abstracter's insane hours, and I have heard it said we are insane one out of every twenty-four hours. Allow me to degress a moment. This record searching to me is the life lived—let us make our record day by day, perfectly pure and clean, so whoever the abstracter be when searching the records for our moral standing, each transfer and all deeds may be transfers of pleasant words and deeds of kindness.

Surely I am an abstracter because such keeps me young and shall I say—in spirit gay, for I am in the COURTING mood many a day. I am an abstracter—Why? Nothing daunting I'd rise to that station among men where my efforts were needed. I obeyed those over me when serving under—that I might by sticking to it—and working hard, accomplish my gaining a position higher to gain a stronger hold upon my desire to be head of an office and be competent to direct an office force. The helpful words and encouraging praise buoyed me into saying I believe I will be a "BOSS" some day, not by my skill nor altogether by my Will—but by the much appreciated assistance from courteous gentlemen who were experts at the game—I finally gained my goal. And a fairer set of helpers never could be had it seems to me, than those who are so very willing to do my bidding. My work has been a success, and it is not for mortals to command success, but it is up to us to deserve it.

I am an abstracter because I like to serve, for after all service is the coin in which all humanities debts are paid.

Betterment, constant betterment, should be the one great predominant aim of the abstracters, and thus holding the high standard of our profession we shall prove to the public whom we serve that we are faithful to their trust and our reward shall be made certain and secure.

One compiling abstracts gets interested in the upbuilding of the City in which he or she lives. It is an ever changing excitement, going from one piece of property to another. Many funny things happen in the business and lots of grief too, if one is not careful. Again, the abstract business keeps one posted on what part of the city is increasing in value, it is information invaluable to one who speculates in real estate, and affords the opportunity of making added earnings by wise real estate investments.

View of Pier, Beach and Board Walk, Atlantic City, N. J. Will you be in a similar throng at this spot at the Convention next September?

THE MISCELLANEOUS INDEX

Items of Interest About Titlemen and the Title Business

The Santa Cruz Land Title Co., Santa Cruz, Calif., is building a nice business in the handling of sub-divisions, taking title to them, issuing policies on sales, making collections on deferred payment sales, acting as trustee in trust deeds and otherwise doing necessary and logical things in such transactions and business.

It now has title to over twenty such projects.

Grove H. Culver of the Union Title & Guaranty Co., Detroit, was recently called upon to give a talk on "Escrows" before the Brokers Division of the Detroit Real Estate Board. His remarks were printed in the January issue of "The Detroit Realtor," that board's publication.

Mr. Culver outlined Escrow Service and the advantages it gives to the realtor in his transactions, not only the desirable things it does for the broker, but the very good impression it gives the buyer and seller in having their transaction handled by a competent, disinterested third party.

The current issue of "The Michigan Property Owner," a most excellent magazine issued on behalf of the interests of real estate and real estate ownership, contained an article by Mr. Culver on "The Real Property Owner of Today and Tomorrow."

In this he outlined the few transactions in real estate of a few years ago and the simplicity of them in comparison with the great number now and their ever increasing complexity. Stress was placed upon the advantages and desirability of title company service.

The Stewart Title Guaranty Co., of Dallas, Tex., was attracted by McCune Gill's "Burlesque Opinion" appearing in the February TITLE NEWS and used it very cleverly as a novelty advertisement.

They reproduced the "opinion" as a formal attorney's opinion with the following note: "This article appeared in a recent issue of TITLE NEWS, the official publication of The American Title Association. We pass it on to you hoping you will read it with as much humor as we did and, while humorous, yet it will convince you that a guaranty of title eliminates such situations as are inferred by the article."

Ye editor was persuing through some files and material in the office of his co-worker, the executive secretary, and came across a report of one of the state title associations, issued in November, 1921. It was a report of the chairman of a committee appointed the year before to study and ascertain the rates charged in the various counties of that state.

Some observations were drawn in this report that reminded both the editor and the executive secretary of familiar and often heard rumblings among the abstract fraternity, with nothing much done in all these years to remedy them.

The things referred to are here mentioned as expressed in the report: "Abstracters as a general rule do not charge enough for their services and I believe that there is no company in this state making as good a return on the investment as in other lines of business where the danger of loss is as great as it is in the title business. We do not seem to realize that the skill used in the preparation of an abstract is about the same as that used by the legal profession in the preparation of a law suit. (The lawyers will probably disagree with this statement) The charges for services rendered however are no where near the same. You have no doubt noticed that the lawyer WHO CHARGES THE LARGE FEES IS USUALLY THE MAN WHO GETS THE MOST AND THE BEST BUSINESS."

The Union Title & Guaranty Co., Detroit, has issued a new and attractive little folder entitled "FORGED" which presents the protection of title insurance. It also stresses the fact that a title that is insured has first evidence that it is a marketable title, and one that any later buyer is bound to accept.

Edgar Jenkins, erstwhile and energetic secretary of the Colorado Title Association, and who conducts the Arapahoe Title Co. at Littleton on the side, issues a little sheet entitled "The Junior Title News" which he sends to his clients and various business men and firms of his city.

It calls attention to title matters of interest, of various services to be had from the titleman, and gives valuable bits of information relative to matters of interest such as tax payments, federal income return information on title matters, etc.

The many friends of J. W. Thomas, secretary of the Title Insurance Section a few years ago, will be pleased to know that he is now president of his company, the Bankers Guarantee Title & Trust Co., of Akron, Ohio.

The Union Trust Co., Detroit, parent of the Union Title & Guaranty Co., issues a monthly "Michigan Business Review." This gives some very interesting facts on business conditions and events of the ensuing month, with comments on their effect and tendencies on affairs of the coming one, and prospects in general.

It also issues an "Executive Bulletin," styled a review to conserve the time of busy men. It is a summary and review of articles and things appearing in the various, trade, financial and other publications. The title of the article, the author, the publication in which it appeared, and the date of issue is given as a caption. Following this is a summary of the things expressed.

This "Executive's Digest" is augmented and accompanied by a similar sheet entitled "The Postscript," containing excerpts from recent interest talks to Detroit business men, and giving excerpts from the various things presented to the classification, commercial and business organizations held during each week.

The Santa Cruz Land Title Co., Santa Cruz, Calif., announces the acquisition of the building in which its office has been situated. It has been remodeled and enlarged, more space provided for the title company, alterations made to better suit other tenants, and the name changed to the "Title Insurance Building."

Arthur Longbrake's Company, the Real Estate Abstract Co., Toledo, Ohio, uses blotters in a very good advertising scheme. They are issued frequently and have printed matter on them calling attention to important title matters, particularly points brought out by recent court decisions. The last one mentioned Mr. Longbrake's attendance at the Chicago meeting, thereby appraising his clients of the fact that he was interested in the progress and development of his business by attending association meetings.

Announcement is made of the appointment of Mr. Albert A. Mosser as Title Officer of the Federal Trust Co., of Philadelphia. Francis S. Goglia, Esq. continues as Trust Officer.

The Cherokee Capitol Abstract Co., Tahlequah, Okla., (J. W. Banker's office) won the 1926 contest in the Oklahoma Title Association's Convention Abstract Contest.

They are rightfully telling the world about it by advertising, one medium used being that of a blotter with a neat picture of the cut and information telling of their success in the contest.

The Title Guarantee & Trust Co., New York, sold mortgages in 1925 aggregating over $116,000,000.00. In addition to this, the renewals of expiring loans totaled over $70,000,000.00 making the company's mortgage loan business for the year nearly $190,000,000.00.

The American Title Association

Officers

President
Henry J. Fehrman, Omaha, Neb.
Attorney, Peters Trust Co.

Vice-President
J. W. Woodford, Tulsa, Okla.
Vice-Pres., Title Guarantee & Trust Co.

Treasurer
Edward C. Wyckoff, Newark, N. J.
Solicitor, Fid. Union T. & Mort. Guar. Co.

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

Executive Committee

(The President, Vice-President, Treasurer and Chairmen of the Sections, ex-officio, and the following elected members compose the Executive Committee. The Vice-President of the Association is the Chairman of the Committee.)

Term Ending 1926
Fred P. Condit, New York City.
Vice-Pres., Title Guar. & Trust Co.
J. M. Whitsett, Nashville, Tenn.
Vice-Pres., Mgr. Title Grty. Trust Co.
M. P. Bouslog, Gulfport, Miss.
Pres. Miss. Abst. T. & Grty. Co.
Walter M. Daly, Portland, Ore.
Vice-Pres. Title & Trust Co.

Term Ending 1927
J. L. Chapman, Cleveland, O.
Secy., Land T. Abst. & Trust Co.
Henry Baldwin, Corpus Christi, Tex.
Pres., Guaranty Title Co.

Sections and Committees

Abstracters Section
Chairman, Ray McLain, Oklahoma City, Okla.
Vice-Pres., American National Co.
Vice-Chairman, Lewis D. Fox, Fort Worth, Tex.
Pres., Home Abstract Co.
Secretary, A. J. Arnot, Bismarck, N. D.
Pres., Burleigh Co. Abstract Co.

Title Insurance Section
Chairman, Donzel Stoney, San Francisco, Calif .
Manager, Title Insurance & Grty. Co.
Vice-Chairman, Wellington J. Snyder, Philadelphia, Pa.
Title Officer, North Philadelphia Trust Co.
Secretary, James D. Forward, San Diego, Calif.
Secy.-Treas., Union Title Insurance Co.

Title Examiners Section
Chairman, Golding Fairfield, Denver, Colo.
Title Officer & Attorney, Title Guar. Co.
Vice-Chairman, W. L. Rogers, Louisville, Ky.
Attorney Federal Land Bank.
Secretary, Solomon Goldman, New Orleans, La.
Attorney, Pan American Life Insurance Co.

Advisory Committee to the President
Henry R. Chittick, New York, N. Y.
Solicitor, Lawyers Title & Trust Co.
H. B. Wilkinson, Phoenix, Ariz.
Pres., Phoenix Title & Trust Co.
Geo. E. Wedthoff, Bay City, Mich.
Treas., Northern Title & Trust Co.
Worrall Wilson, Seattle, Wash.
Pres., Seattle Title Trust Co.
Justin M. Dall, Chicago, Ill.
Vice-Pres., Chicago Title & Trust Co.
Jesse P. Crump, Kansas City, Mo.
Vice-Pres., Kansas City Title & Trust Co.
Edward O. Clark, Newark, New Jersey
Asst. Solicitor, Prudential Ins. Co. of America.
Frederick P. Condit, New York, N. Y.
Vice-Pres., Title Guarantee & Tr. Co.
J. R. Morgan, Kokomo, Ind.
Pres., Johnson Abstract Co.
Ed. F. Dougherty, Omaha, Neb.
General Attorney, Federal Land Bank.

Program Committee—1926 Convention
The President, The Executive Secretary, and the Chairmen of the Sections compose this Committee, with the Chairman of the Noon Day Sectional Conferences, who is:
A. T. Hastings, Spokane Title Co., Spokane, Wash.

Committee on Membership
Edwin H. Lindow, Chairman, Detroit, Mich.
Vice-Pres., Union Title & Grty. Co.
The Presidents and Secretaries of the state Associations constitute the other members.

Committee on Constitution and By-Laws
Henry R. Chittick, Chairman, New York, N. Y.
Solicitor, Lawyers Title and Trust Co.
M. P. Bouslog, Gulfport, Miss.
Pres., Miss. Abst. Title & Guar. Co.
E. J. Carroll, Davenport, Iowa
Attorney, Davenport Abstract Co.

Committee on Co-operation
Worrall Wilson, Chairman, Seattle, Wash.
Pres., Seattle Title Trust Co.
Arthur C. Thomsen, Omaha, Nebr.
Secretary, Omaha Law School.
Leroy S. Lincoln, New York, N. Y.
General Attorney, Metropolitan Life Ins. Co.
Fred T. Wilkin, Independence, Kansas.
Security Abstract Co.
Frank P. Doherty, Attorney, Los Angeles, Calif.
Merchants Nat'l Bank Bldg.
T. M. Scott, Paris, Texas.
Pres., Scott Title Co.
William Brosmith, Hartford, Conn.
Counsel, The Travelers Insurance Co.
J. M. Dall, Chicago, Ill.
Vice-Pres., Chicago Title & Trust Co.
George F. Heindel, Ottumwa, Iowa.
Pres., Phoenix Trust Co.

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Treas., St. Paul Abstract Co.
Cornelius Doremus, Ridgewood, N. J.
Pres., Fidelity Title & Mort. Guar. Co.
Stuart O'Melveny, Los Angeles, Calif.
Vice-Pres., Title Insurance & Tr. Co.
Chas. C. White, Cleveland, Ohio.
Title Officer, Land Title Abst. & Tr. Co.
Clarence E. Bowen, Crawfordsville, Ind.
Attorney, Evans, DeVore & Co.
William A. Gretzinger, Philadelphia, Pa.
Title Officer, Republic Trust Co.
McCune Gill, St. Louis, Mo.
Title Officer & Vice-Pres. Title Guar. & Tr. Co.

Committee on Advertising
Tom Dilworth, Chairman, Waco, Texas.
Pres., Dilworth Abstract Co.
W. H. Pryor, Duluth, Minn.
Pryor Abstract Co.
Arthur C. Longbrake, Toledo, Ohio.
Pres., Real Estate Abstract Co.
Edwin E. Lindow, Detroit, Mich.
Vice-Pres., Union Title and Guaranty Co.
Pearl Koontz Jeffrey, Columbus, Kansas.

Legislation Committee
James P. Pinkerton, General Chairman, Philadelphia, Pa.
Title Officer, Industrial Trust Title and Sav. Co.
District No. 1.
New Jersey, Edward C. Wyckoff, Chairman, Newark.
New York, Cyril H. Burdette, New York.
Connecticut, James E. Brinkerhoff, Stamford.
Rhode Island, Ivory Littlefild, Providence.
Massachusetts, Theo. W. Ellis, Springfield.
District No. 2.
Pennsylvania, Col. Sheldon Potter, Chairman, Philadelphia.
Virginia, Jas. B .Botts, Roanoke.
West Virginia, George E. Price, Charleston.
District No. 3.
Florida, J. M. Blow ,Chairman, Miami.
Georgia, Roy C. Calhoun, Atlanta.
South Carolina, J. Watres Thomas, Columbia.
North Carolina, Joseph L. Cockerham, Raleigh.
District No. 4.
Tennessee, J. R. West, Chairman, Nashville.
Kentucky, Chas. A. Haeberle, Louisville.
Indiana, Walter S. Coppage, Crawfordsville.
Ohio, John H. Greene, Painesville.
District No. 5.
Louisiana, A. M. Mayo, Chairman, Lake Charles.
Alabama, H. D. Patterson, Gadsden.
Mississippi, W. R. Barber, Gulfport.
District No. 6.
Arkansas, M. B. Brewer, Chairman, Oklahoma City, Okla.
Misssouri, Jas. M. Rohan, St. Louis.
Illinois, H. C. Gerke, Edwardsville.
District No. 7.
North Dakota, A. J. Arnot, Chairman, Bismarck.
Minnesota, W. S. Jenkins, Minneapolis.
Wisconsin, W. E. Furlong, Milwaukee.
Michigan, Lloyd L. Axford, Detroit.
District No. 8.
Nebraska, David Swarr, Omaha.
Iowa, Cyrus B. Hillis, Des Moines.
South Dakota, R. G. Williams, Watertown.
Wyoming, Osmer E. Smith, Denver, Colo.
District No. 9.
Kansas, C. C. Porter, Chairman, Russell Springs.
Oklahoma, Walter Thompson, Durant.
Colorado, J. G. Houston, Denver.
New Mexico, J. M. Avery, Santa Fe.
District No. 10.
Texas, H. B. Baldwin, Chairman, Corpus Christi.
District No. 11.
Arizona, F. M. Coggins, Chairman, Phoenix.
California, Ross M. Pierce, Sacramento.
Utah, Alex. E. Carr, Salt Lake City.
Nevada, A. A. Hinman, Las Vegas.
District No. 12.
Washington, Charleston L. Hall, Chairman, Seattle.
Oregon, L. M. Hicks, Salem.
Montana, C. E. Hubbard, Great Falls.
Idaho, Orval M. Fox, Pocatello.

State Associations

Arkansas Land Title Association
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Pres. Little Rock Abst. & Grty. Co.
Vice-Pres., Miss Ealy Redd, Little Rock.
Beach Abst. & Grty. Co.
Secretary, Geo. F. Buzbee, Benton.
Mgr. Saline Co. Abst. & Grty. Co.
Treasurer, J. A. Stallcup, Hot Springs.
V.-Pres. Arkansas Trust Co.

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Pres. Pioneer Title Ins. Co.
1st V.-Pres., Benj. J. Henley, San Francisco.
Exec. V.-Pres. Calif.-Pac. Title Ins. Co.
2nd. V.-Pres., Morgan E. LaRue, Sacramento.
Sec.-Treas. Sacramento Abst. & Title Co.
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Secy.-Treas., Frank P. Doherty, Los Angeles.
Merchants Ntl. Bk. Bldg.

Colorado Title Association
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Mgr. Trinidad Abst. & Title Co.
Vice-Pres., H. C. Hickman, Boulder.
Mgr. Record Abst. of Title Co.
Secretary, Edgar Jenkins, Littleton.
Secy. Arapahoe Co. Abst. & Title Co.
Treasurer, Anna E. Allen, Denver.
Jefferson Co. Title Co.

Florida Title Association
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Title & Trust Co.
Vice-President, R. F. Whiting, West Palm Beach.
Atlantic Title & Guar. Co.
Vice-President, C. Roger Wells, Travares.
Lake Abstract & Title Guar. Co.
Secy.-Treas., Allan I. Moseley, Fort Myers.
Lee County Bank, Title & Trust Co.

Idaho Title Association
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Payette County Abst. Co.
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Pocatello Title & Trust Co.
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Canyon Abst. & Title Co.
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Illinois Abstracters Association

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Illinois Standard Trust Co.
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Guarantee Title & Trust Co.
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Ashland Co. Abst. Co.

The

NEW YORK
LAND TITLE
ASSOCIATION

will hold its

1926 CONVENTION

at Binghamton
June 11-12

Headquarters - Hotel Arlington

The
FLORIDA TITLE
ASSOCIATION

Will hold its
1926 convention in

Palm Beach
May 21-22

Every member of the Florida Title Association should attend this meeting