

# TITLE NEWS

Vol. 5

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No. 11

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A PUBLICATION ISSUED MONTHLY BY  
*The American Title Association*

# The American Title Association

is the national organization of abstracters, title insurance companies and attorneys interested in the examination of real estate titles.

Founded in 1907, the twentieth year of its existence shows it to have an active membership numbering nearly three thousand.

This membership comes from three classifications, the majority of whom are members of state title associations. These state organizations are firmly established and actively functioning in twenty-nine states. All members of each of these state associations are automatically members of the national by payment of a per capita dues. The other two classifications are the Individual Members, and the members of the Title Examiners Section. Individuals or companies engaged in the abstract or title insurance business in states where there are no local organizations are admitted to direct membership in the national. Attorneys in any state, registered and admitted to practice, are admitted to direct membership under the Title Examiners Division.

The American Title Association is an efficiently organized, successful and worthy institution whose general work is directed by a central Executive Committee and Staff, with divisions known as the Abstracters Section, Title Insurance Section and Title Examiners Section, who sponsor and conduct the particular interests and work of their respective branch of the title business.

It is a strictly non-profit, non-commercial institution whose purposes of existence are to promote the acquaintance, mutual advantages and general welfare of the members by conducting its various activities; doing research work and disseminating information; by acting as a central bureau in placing the resources and talent of the title fraternity at the helpful disposal of all in it; by fostering, establishing and presenting ideas, standards and worthy endeavors for title work in order that it may become an ever increasingly profitable business to those engaged therein; by advancing the business to the highest standards that it may more efficiently serve its patrons; to foster logical and remedial measures to advance the common interest of its members, and discourage and combat adverse movements and actions as a protection to them and their business: these to be in harmony with the respective interests existing between them and the general public.

It maintains an executive office and staff to properly conduct its program of activities, to respond and serve in fulfilling the demands and need of the title business for a national commercial organization in properly and adequately representing it. The resources and available facilities enable it to furnish information on all subjects of the business, generally assist abstracters, title insurance companies and examiners in their problems, whether they be legal, matters of policy, conduct or progress.

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Every abstractor, title insurance company and attorney interested in real property law or the examination of titles should belong to and be a part of this institution working to raise the standards and methods of the business evidencing titles to real property and thereby making our land title system most efficient.

# TITLE NEWS

A publication issued monthly by

The American Title Association

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## Editor's Page

The November "TITLE NEWS" was given a most enthusiastic reception. It is 266 pages of interesting and valuable matter and such a written report of the Atlantic City Convention is concrete evidence of the character of the Association's Twentieth Annual Meeting. Ye Editor wishes to give due credit to his worthy collaborators and associates, Kable Brothers, the publishers, of Mount Morris, Illinois. They took an especial interest in this particular job and produced a book commendable for its appearance and typographical makeup.

Having valuable data, information and authoritative articles available for distribution is one of the valuable services an organization can render to its members. Reprints will be made from time to time of meritorious treatises on pertinent subjects. Three of these have been produced within the past two months and copies can be secured by writing the Executive Secretary. An announcement of them is made elsewhere in this issue.

It is going to be mighty fine to have a meeting of the Association and gathering of the "gang" in its home-town. No longer will it be a "stranger within the gates" because the establishing of its executive offices in Kansas City gives it a permanent home. Those who visit and attend the coming Annual Mid-Winter Meeting will be surprised when they see the workshop.

Members have received announcements of the Directory soon to be published. This edition can be anticipated because everyone working on it is trying to make it better than any other one. It would be mighty fine if it could be one hundred per cent personal by showing the names of some individuals with every firm and company. That feature, however, is up to you. Those postal cards asking for information must be filled out and returned. To date less than half have been received. Do not overlook the distribution features and the opportunity it affords of placing one of these Directories in the hands of your attorney, realtor and loan company clients who can use it and appreciate your consideration. The announcement probably was not clear in explaining this, but there is no charge for a reasonable quantity of them. Ask for any number you can use.

This issue contains some most interesting announcements and items, and two special articles. The one by L. E. Holladay on "Abstracts" is very readable, and Mr. Holladay has told an old story in a different and unusual way. V. E. Phillips appears among us again with another legal treatment. Have you ever thought what a fine thing it is that so many are so willing and generous of their time and talent in preparing these articles to make TITLE NEWS successful?

## A Directory for 1927

### To be Issued Early in Year, Extra Copies Supplied for Distribution

Recognizing that a Directory is one of the most direct and beneficial things that can be included in the Association's activities and also desiring to respond to a popular wish of the membership, the Executive Committee included the publication of one in its program for the coming year.

Every effort will be made to make this a more attractive and more accurate Directory than any before. It will be a little larger in page size than former issues and of better make-up.

The value of such a book is diminished by any delay in its release hence it will be pushed as rapidly as possible so as to insure its appearance by Apr. 1 at least.

There are two very vital things in its preparation however in which the cooperation and consideration of the members are most important. The first is that each and everyone pay his association dues promptly. Naturally only members in good standing can be carried on the membership records and be entitled to the benefits of the organization. The copy for the Directory will be compiled from the 1927 membership lists of the state associations. State secretaries either have or soon will send out the notices for the next year's dues. Send them a check immediately not only for this but also to help them in their work, and eliminate the necessity of these hard gratis working state officials having to send out second and third notices.

The second very important thing is that you return the post-card that has been sent out from the Executive Secretary's office. This card was mailed Dec. 1 and asked for information as to how the company, firm or individual members name was to be listed and the correct address. It also asked for the name or names of those active in the company whose names and official capacities were to be designated. **THIS IS DESIRED VERY MUCH.** The circular enclosed explained why such information was wanted. The active state and national association members who take part in meetings and affairs have gotten to be a great family or circle of friends and acquaintances so to speak. There are occasions for exchange of business or correspondence, state and nationally or both, and it is only natural to think of the man you know in a certain city or place even though you cannot recall his company.

The personal element has much to do with everything however, and the more names of persons shown in connection with the companies the better will be the service found in the Directory.

If no one in your company has as yet come into active contact with either your state or national title association, then the names of those in active charge of the title department should be given so that those to whom correspondence might be directed will receive it properly.

Additional information is requested, too, for designation as to the company's business activities. Places are provided for a check to show whether or not it issues Abstracts, title insurance, certificates and examinations. These will be designated in the book so anyone having occasion to refer to it will know the service he can get from his correspondent.

#### Quantities Will be Furnished for Local Distribution.

A fine opportunity for advertising will be found in distributing copies of this booklet locally among your real estate broker, lawyer and banker customers. Copies could also be sent to loan companies in your city operating in an extended territory.

Added value would be given this, too, by having your ad printed on the back of the book. Envelopes will be furnished with them for mailing. As many copies will be printed as needed but it is essential that you put in your request for copies immediately so an estimate can be made and order given. There is of course, no charge for quantities of these books.

Last year many thousand copies were distributed in this way, they going all over the country to users of abstracts and title insurance. This method of local distribution gives the individual member the benefit of having done something worth while and getting the credit and advertising therefor while if the national organization did it the benefit to the local member would be diminished. Then too, they can be put into proper circulation better by local distribution.

## Change Asked by Title Companies on Federal Estate Tax Refused

### Bureau of Internal Revenue Holds Present Procedure Sufficient

The Nov. 12 issue of the United States Daily publishes the following item of interest to all title companies:

#### Change Is Refused In Rule on Tax Lien.

G. C. M. 681.,

The procedure outlined in Regulations 70 for the release of the estate tax lien should be followed, A. W. Gregg, General Counsel for the Bureau of Internal Revenue, has advised in a memorandum decision.

The full text of the decision follows:

The president of a title company states that his company, as well as other examiners of titles, experience difficulty in ascertaining whether particular property is impressed with the Federal estate tax lien imposed by section 31 of the Revenue Act of 1926 and by similar provisions of the previous estate tax laws, and suggests a change in the policy of the Bureau so that information may be obtained by title companies or that the receipts issued by collectors of internal revenue

covering estate tax payments be prepared in such manner as to describe the various items of property with respect to which the tax is imposed, so that such receipts may be placed on record in the county in which the property is situated.

#### Action Held Impossible.

The Bureau has given very careful consideration to this subject, but finds that it is not possible to adopt either of the suggestions offered. The estate tax regulations (articles 67,72 and 73, Regulations 70) require that information contained in estate tax returns be treated as privileged communications and not disclosed to persons other than the executor except as in said articles provided.

The title company, not having a material interest in the estate within the meaning of the regulations, would be unable to secure information from the Bureau as to whether certain property was included in a Federal estate tax return, or whether the estate tax had been paid.

The issuance of receipts such as sug-

gested would be impracticable from the standpoint of economical administration of the law. Many estates are made up of numerous items of real property, sometimes hundreds, some of which are described by metes and bounds, and furthermore the property is often scattered over the United States.

A great number of receipts would have to be issued in some instances, under the plan suggested, in order to have one available for each county in which such real property is located.

Furthermore, such a receipt, if issued, would afford no protection to the title company, or to the prospective purchaser, as the issuance of a receipt showing payment of tax does not constitute the release of the lien. The receipts are issued by collectors of internal revenue, whereas releases of lien are issued only by the Commissioner.

Section 315 of the Revenue Act of 1926, as well as similar provisions of the prior estate tax laws, imposes an estate tax lien upon the gross estate for 10 years, unless the tax is sooner paid in full, but provides that the Commissioner, under regulations approved by the Secretary, may issue a certificate releasing the lien from the property of the estate. These releases of liens are issued promptly, without cost, upon application of the executor, and in many instances no restrictions whatever are imposed.

Sometimes, in order to protect the Government's interests, it is necessary to require the filing of a bond, or the payment of a portion of the tax, as a condition precedent to the release of the lien.

Releases are also issued upon application of such persons as heirs, devisees, legatees, or purchasers. Most releases are issued promptly, so that prospective sales of property are not jeopardized or

delayed because of the lien.

The procedure outlined in article 89 of Regulations 70 has been in force a number of years and has worked satisfactorily to the public. The release of the lien in the manner outlined in the said regulations is simple in procedure and, so far as concerns the purchasers and title companies, is the only safe course to pursue.

## *Title Insurance Rates to be Studied and Analyzed*

### **Committee Appointed to Conduct Work Proposed at Convention**

Title insurance rates are to be studied and analyzed. Pursuant to a resolution offered before the Atlantic City Convention by Mr. L. S. Booth of Seattle, Washington, providing that the Chairman of the Title Insurance Section appoint a committee of which Benj. J. Henley of San Francisco would be Chairman, Wellington J. Snyder, Chairman of the Section, announces the other members as follows: Harry C. Bare, Vice President, Merion Title & Trust Co., Ardmore, Pa.; Mark M. Anderson, President of the Guaranty Title Trust Co., St. Louis, Mo.; Kenneth E. Rice, Vice President, Chicago Title & Trust Co., Chicago, Ill.; and John T. Egan, Assistant Secretary, Title Guarantee & Trust Co., New York City.

This Committee according to the resolution will study rates as now existing and attempt to make some recommendations and suggestions for uniformity and an established basis for charges. This committee is to file a report of its work within thirty days from the date of the next meeting of the section, which will be the Detroit Convention and furnish copies of such report to the members of the section before that time.

In commenting upon his resolution Mr. Booth told the convention that he was impressed by the need of such a survey by the association, and this need had been emphasized in importance by the address of Mr. Henley; that Mr. Henley's address brought out

so many things showing the necessity of some effort along this line and that Mr. Henley's work and expressions should not be left to fade away.

The association attempted last year and in former years, too, to collect data and information on the subject of charges in the various communities and to ascertain if possible, whether or not title service charges were based upon any logical system or reasoning or just chance. Later Mr. Henley became interested in the subject and went about it in his own usual thorough and comprehensive way. The information he gained and the things an analysis of it disclosed were so interesting as to be almost startling.

His convention address is the report of his work and the conclusions and observations drawn from it. There seems to be no established method or rule for basing title insurance premiums. In fact there seems to be no logical or well defined idea or basic principle of reasoning for the present scale of charges.

Another point disclosed was that there is even less reason or principle for premiums on re-issues, mortgagee's policies where there was an owner's outstanding, writing the mortgagee's policy on a second mortgage when there was none outstanding either for the fee or first mortgage.

Not only does this utter lack of uniformity or stabilization exist throughout the country, but companies in the same cities in some instances differ

as to practice.

There are apparently as many different customs as to business practices and charges as there are companies in the business.

It is accepted that local conditions and customs govern the work and risk involved in issuing a title policy and rates will thereby vary in different communities. There is no reason however why rates cannot be figured and governed by some basic theory and principle. Most essential and possible, however, is that some uniform practice and understanding be put into effect or at least recommended over the country as to the handling of re-issues and many other things.

The past several conventions of the association have brought out the great difference in ideas and practice over the country. These matters have been presented and discussed at every meeting and in every group of titlemen that should have had occasion to mingle together.

All this discussion and the things it could bring out, together with the need for action to have been crystallized by Mr. Henley's paper and the sentiment created by it. Some definite results and accomplishments now seem fair to become realities.

The work of this committee and its report to be given later can be looked forward to with a great deal of anticipation.

A man arriving in a small town once asked a man if they had any criminal lawyers there. The native's reply was "Well, we've got two or three that we suspect, but we ain't been able to prove nothin' on 'em yet."

#### **LOOKING AHEAD.**

In Texas they tell this one on a colored workman:

"Boss," said the ducky, "I'd lak to git off nex' Friday fur the day."

"What for?" inquired Hogg.

"Got to go to fun'el."

"Whose funeral is it?"

"My uncle's."

"When did your uncle die?"

"Lawd, boss, he ain't daid yit!"

"Then how do you know his funeral is going to take place on Firday?"

"'Case dey's gwine hang him Thursday!"

### **THE INQUIRY AND SERVICE BUREAU**

The Executive Office of the Association is equipped to render every assistance and furnish information and data on all matters pertaining to the title business.

If the data requested is not available from the records and material on file, or is of such a nature as requires special service or the opinion of an authority, it will be secured. The organization has established contacts with individuals, institutions and other agencies making it possible to render every service requested. Its activities and research work too have resulted in the accumulation of much material and the building of a source of ready information.

If the Association can be of any assistance at any time in the solution of your problems, in giving information or suggestions on title matters or rendering any other service, write to the Executive Secretary's Office.

**MAKE USE OF YOUR TRADE ASSOCIATION.**

## “Abstracts”

By L. E. Holladay, Dresden, Tenn.

*NOTE: This interesting article is taken from an address on “Abstracts” delivered by Mr. Holladay before the Seventh Annual Meeting of the Presidents and Secretaries of the Western Tennessee National Farm Loan Association held in Memphis, Tennessee.*

The subject of “Abstracts” is one of importance to every soil owner, from the small farmer in the hills to the bondholders of the sky-scrapers that grace the streets of our populous cities.

There are many buyers and sellers of real estate. But most of these are generally too busy making deals and collecting commissions to investigate the titles of the property they are buying and selling and prefer to throw this responsibility on some one else.

The vendors of real estate with whom I have had much acquaintance were only after “closing the deal” and insofar as the title to the property was concerned and more especially after they had received their commission manifested but little interest as to whether or not the property sold by them had any title at all.

An abstract is defined as “a brief summary, in chronological order of the various deeds, trusts, will, court proceedings and all other matters of public record constituting the history of the title of the whole of or a particular interest in real estate.”

The same writer further states “An abstract should show the material portions of all transfers of title as well as all trusts, mortgages, incumbrances and liens of every kind from the date of the issuance of the grant by the general government of the deed of the present owner, and the trusts executed by him if any, the purpose being to show the exact status of the title in the present owner and the liens and claims and clouds upon his title if any.”

Therefore it falls to the lot of the ordinary and average lawyer who is forced to add abstracting to his other small business in order to provide means for driving the wolf from the door, to look up the titles that are intrusted to him for investigation, pry through the snares of court proceedings, grants and deeds, and furnish in a clear, concise and unambiguous written statement an opinion covering the present status of the title and make it so plain that a layman can fully understand it.

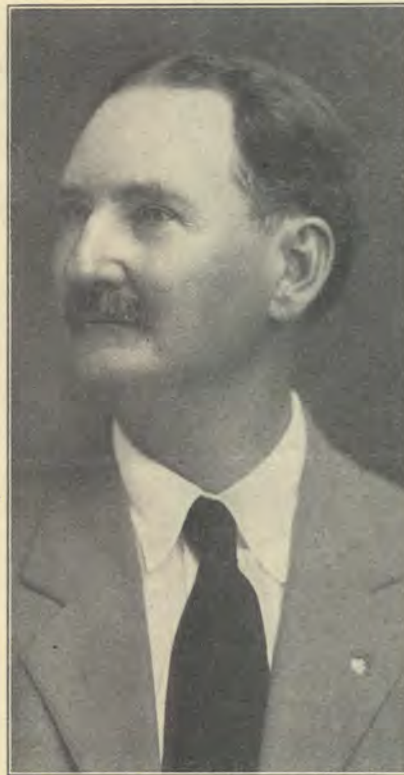
The business of abstracting titles is of very recent origin as compared to other vocations and professions. No written history, sacred, legal or profane have any reference to abstracting except within the last few years.

In fact the very recording of deeds, trusts and other evidences of title in well kept books at a central point of the community or district where the land or other property is located and transferred from owner to owner is of itself comparatively a new thing.

It being apparent that the modern abstract could not be proceeded with in the making very far without reference to

recorded titles, therefore we feel that it would not be out of place at this time to look for a minute into the history of deeds and conveyances themselves, as they are the base and foundation of all abstracts as we know them.

The first sale of real estate in history is recorded in the 23rd chapter of Genesis wherein it is stated:



L. E. HOLLADAY,  
attorney and abstractor of the  
Dresden, Tennessee, National Farm  
Loan Assn.

“And Abraham harkened unto Ephron and weighed to him the silver which he had named in the audience of the sons of Heth, four hundred shekels current money with the merchant.

And the field of Ephron which was in Machpelah, which was before Mamre in Hebron in the land of Canaan and the cave which was therein and all of the trees that were in the field and borders round about were made sure unto Abraham for a possession of a burying place by the sons of Heth.”

It will be observed that there was no written deed but the whole tribe of the sons of Heth were called as witnesses to the transaction, and the payment was made and the title passed and it is world known fact that the possession of this land and cave conveyed and this historic ground remains in the possession of the

sons of Abraham unto this day.

We take it that in that day and time and especially in the Orient that not only deeds to property but written conveyances of every kind as we understand them now were unheard of and unknown.

But there is a reason for the failure of the appearance of written transfers of property, and especially realty in this early age of the world.

The riches of the patriarchs and sheiks of old did not consist of the widening meadows and broad acres that surrounded the tent of the chief, but lay in the flocks and herds upon the thousand hills.

The land itself was not considered of any particular value. But it was in the waters that flowed through and over it, and in the grass and shrubs that grew thereon that was concentrated the hidden wealth that was only theirs for the asking.

When the meadows became bare they were not laid open to the plow, or seeded and sown for another crop, but on the other hand the tents were struck, the domicile abandoned, and the tribes moved on to newer fields and greener pastures.

An incident illustrating this appears when strife came between the servants of Lot and Abraham that upon a division of the country by agreement between them, Lot chose the plains of Jordan because they were well watered, and there was bounteous substance green for his sheep and cattle.

The first deeds that were recorded were not written on paper with pen and ink but were graven in stone. When the Jewish hordes crossed the Jordan and conquered the “Promised Land” it was first divided among the Twelve Tribes. On taking possession each family was awarded its inheritance. As the lands were laid out the corners of the same were established by landmarks upon which were chiseled the owner's name, and these tablets of stone were erected as evidences of possession and served as notices to future generations as muments of title. On sale or transfer the name of the vendee appeared not on script or scroll but succeeded that of the former claim and upon the more permanent record of solid rock.

Hence the admonitions of Moses handing to the Children of Israel the Statutes of the Most High in which it was stated “Thou shalt not remove thy neighbors landmark which they of old time have set in thy inheritance, which thou shalt inherit in the land that the Lord thy God giveth thee to possess it.”

And these historical corner stones were, of themselves, having engraved thereon the names and dates of the possession of each succeeding owner, were the FIRST ABSTRACTS.

After Moses spoke from the mountain height the makers of history worked fast.

Egypt, Assyria, Babylonia, Persia, Carthage and Rome all reached the zenith of their power, flourished for a time and then decayed. Their historians wrote of many things which have come down to us to enlighten us of their day and generation. But none have left any positive proof as to the way and manner the titles to landed estates passed from

vendors to vendees and the immediate methods pursued and used to bring about these exchanges which were made are only left to conjecture.

Even Alexander the Great who reversed the usual order of things and instead of having the course of empire wend its way westward turned the head of his invading armies toward the East. He made and unmade nations. He located, founded and named great cities. He established great universities, introduced new methods and new manners of living and impressed upon conquered peoples new ideas and new languages, yet he failed to leave to us any note of the way and manner of the transfer of general property and real estate from man to man except by force of arms.

For fifteen hundred years or more after the destruction of Jerusalem by Titus there is no reference in written history except by the vaguest suggestion and insinuation as to how or in what way and manner the body of the people preserved their titles or remained by law in the secure possession of their lands and homes.

It is true that in some of the European countries under the Feudal System the peasant or land worker was assured of peaceful possession in so long as he did the bidding of the feudal lord. This meant that in times of peace the greater and choicest of the productions of the field were to go to the support of the lord and his bodyguard at the castle. In times of war the peasant with his collaborer was the first to be called and sent forth to bare his body to the battle axe. In both the times of peace and war he surrendered on demand the most beautiful of his daughters to the lusts of his overlord, and then even after all of this sacrifice his right of possession to field and shelter was subject to the whims and caprices of the knight of the castle and any moment his goods and crops might be appropriated, his home confiscated his life taken and family exterminated.

As the years went by the cry of those who produced and fed and clothed the world could not be hushed. In the presence of Louis XIV they were silent, of Louis XV they whispered and of Louis XVI they spake aloud. The French Revolution with the trail of Napoleon in Europe following with all of the horrors of war among the nations had a good ending. The rights of property for the small owner had been established and recognized by authority and could never be effaced.

And with the recognition of the right of any person to own land that could pay for the same and keep up the taxes, came the desire for stability of title of real estate. This idea soon became the established law. But it is fact that it has been scarcely a hundred years since titles were really recorded in a county town, even in Great Britain. Transfers were made but the title passed from man to man and owner to owner by delivery of the deed without going through the formality of having them recorded for future reference.

With the advancement in the price of real estate and the removal of large popu-

## An Invitation

The American Title Association and its Members are most cordially and earnestly requested to hold the Twenty-second Annual Convention (1928) in the City of Seattle, Washington.

A strong personal appeal will be presented to the Association and its Members at Detroit in 1927 and in anticipation thereof we join in extending this preliminary invitation.

Respectfully,

Washington Title Insurance Co.,  
Seattle Title Trust Company,  
Lawyers & Realtors Title Ins. Co.,  
King County Title Company.

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<p>Morrall Wilson, A. C. Hastings W. H. Winfree Carlton L. Hall Earle R. Jenner</p>	<p>L. S. Booth, J. W. Woodford C. F. Whittelsey, E. C. Oggel, J. C. Hackman, H. P. Mphre.</p>
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Seattle, Washington,  
December 10, 1926.

lations to great cities and the desire of those who expended their earnings for a permanent home where they could rest assured their savings would be safe grew the demand for the establishment of permanent locations of the records of title and with the right to investigate these titles to ascertain who are the lawful possessors and owners of the properties referred to.

The purpose of the abstract is to afford a prospective purchaser or mortgagee of real estate a speedy and convenient means for ascertaining the condition of the title of the property in which he is interested. An additional purpose is that when the abstract is furnished by a title company of standing that the owners both large and small can rest assured that his title is good and he is protected in his possessions, which same may represent the savings of a life time.

We trust the day will soon come when it will be at least an established rule if not the law of the land that each purchaser of real estate will demand, and each vendor will be required to furnish a full and complete abstract of title to the lands, lots or parcels of same that is proposed to be conveyed so that thereafter there will be no possible chance to

disturb the title to the portion conveyed and the purchaser will rest secure in his purchase.

#### THE TRUTH OF IT.

Two darkies were reading the inscriptions on tombstones in a cemetery. One of them let out a raucous "Haw! Haw!" and when the other came up he pointed to the inscription on the tombstone, which read:

"NOT DEAD, BUT SLEEPING."

"Haw! Haw!" laughed the darky, "He ain't foolin' nobody but hisself."

#### REACHES HIS LIMIT.

"One day," said the old countryman from the hills, who was on trial for murder, "when my rheumatism was pestering me, and my daughter had just eloped with a good-for-nothin' scallawag, and my barn had burned down and I lost both my mules, and my best old sow got the cholera and died, and I just heard they had foreclosed the mortgage and the sheriff was lookin' for me, I told my troubles to one of these here optimists and he said: 'Cheer up, old top, the worst is yet to come!' So I shot him."

## Proposal for Creation of Board of Title Insurance Underwriters Within Association

### To Collect Data and Compile Statistics on Losses and Other Phases of Business Operations

A subject of interest and concern that has been in the minds of title insurance companies for some several years was presented to the Atlantic City Convention. Statistics on losses and information in general on the real elements involved in the insuring of titles to real estate have long been desired but apparently not available.

A definite effort and undertaking has been launched, however, and work commenced to collect information that will show the risk and loss element of title insurance.

H. N. Camp, Jr., Title Officer of the Commercial Bank and Trust Co., Knoxville, and Secretary of the Tennessee Title Association, presented a resolution calling for the appointment of a committee to recommend the value of a Board of Title Insurance Underwriters, within the association, to collect and disseminate information regarding title insurance losses.

This committee was to be appointed by the President and to make a report at the Mid-Winter Meeting upon the advisability of establishing a Board of Title Insurance Underwriters to conduct such work by collecting and disseminating such information as was available now and continuing it in the future as a permanent part of association work.

The value and importance of this is apparent and this seems to be a most essential thing to do. It is needed for several reasons. The title insurance companies themselves should know and have available for study the experiences of each other. This would prove of benefit in many ways by disclosing the most common sources of losses, the percentage of losses and how they can be reduced. It would furnish many points for presenting the value of title insurance and give something tangible to offset the suggestion that title in-

surance is not an absolute necessity.

The greatest value to the title companies themselves, however, and the paramount object in the minds of the one who presented the resolution and his second, Mr. Guy P. Long, of the Union and Planters Bank and Trust Co., Memphis, Tennessee, was to have some intelligent information available for the protection of the title companies in the matter of state regulation. There is a pathetic lack of knowledge and understanding among state insurance and bank commissioners and boards about the true status of operation, purpose and risk element of title insurance. There is a tendency and quite natural too, to confuse them with general insurance and surety companies and impose illogical regulations and hampers upon them.

This could be eliminated by having available and being able to present tangible figures and intelligible information on the elements involved.

The Title Insurance Section has made some attempt the past two years to interest companies in keeping records of their losses, the success in salvaging, and otherwise arriving at a true realization of them.

This committee should receive eager support and cooperation in their work. They will undoubtedly make a report for the formation of a permanent Board of Underwriters.

The personnel of the committee as announced by President Woodford is as follows:

H. N. Camp, Jr., Knoxville, Tennessee, Chairman; Guy P. Long, Memphis, Tennessee; Fred P. Condit, Vice President, Title Guarantee & Trust Co., New York City; Henry J. Davenport, President, Home Title Insurance Co., Brooklyn; Donzel Stoney, Vice President, Title Insurance and Guaranty Co., San Francisco.

### TEXAS ASSOCIATION ATTENTIVE TO NEEDS OF MEMBERS AND OPPORTUNITIES FOR SERVICE.

The last bulletin of the Texas Abstracters Association shows this ever active organization is paying attention to things. One being given attention is that this is legislative year and a legislative committee will probably find some things of interest.

There is always need for watchfulness and action in nearly every state during the sessions of the law makers and state associations can foster good legislation and protest against undesirable. President Wells has a very representative group composing the 1927 Legislative Committee of the Texas association.

This organization is also reviving interest in a uniform certificate. Some thought was given to this a few years ago and a form adopted. Members have been asked to study it, and give suggestions as to whether it seems sufficient or revisions should be made.

The Minutes of the 1926 Convention have been issued and mailed to the members. The form and make-up of the Texas Association's Year Book is most attractive and sets a standard for others.

The state has also been divided into seven districts with a chairman for each. Some effective work can be done by this kind of an arrangement in building up the membership, working out some standardization and uniformity of practice and charges, and promoting the welfare of the business and a friendly spirit among those in it in these localities.

J. Grover Wells, of San Antonio, President of the Texas Abstracters Association has shown a great deal of enthusiasm for his "job" and the bulletins sent to the members have been full of interesting matters. Nothing will prove more profitable to a state organization than the issuing of some kind of news letter, bulletin, etc., such as the Texas association produces.

Father: "Remember, son, beauty is only skin deep."

Son: "That's deep enough for me, dad. I'm no cannibal."

Poise—that quality which enables you to appear unconcerned while picking up all the change brought back by the waiter.

## "PULL"

Some men complain that they do not get any encouragement; that they have no pull or influence. The impression seems to be that all you need in this world is somebody to boost you and you will get to the top.

Who showed Marshall Field how to do business? Who was responsible for the fame of Jane Addams or Sarah Bernhardt?

Who cranked up Charles Schwab or Lloyd George? Or were they self-starters?

John D. Rockefeller did not win his prosperity through favorable circumstance. Henry Ford was the first in his line. Who stood behind him?

As a matter of fact the men who got to the top were equipped with self-starters.

A thousand people had seen an apple fall before Newton. It took a genius to deduce a great law from this commonplace occurrence.

Many generals had the same opportunity which Grant had in the Civil War; but Grant was a self-starter—he didn't need a pull.

After all is said and done, the principal cause of most great men's greatness lies in themselves.

W. DUNLAP.



# The Annual Mid-winter Business Meeting and Joint Conference

Of State and National Association Officials

*Held by*

## The American Title Association

Will Convene in Kansas City, Mo.

February, 4-5, 1927

Headquarters - - K. C. Athletic Club

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The purposes of this meeting are to increase the efficiency and advance the welfare of the title business by considering its needs and problems, and to promote interest in and increase the power and practical endeavors of the state and national title associations. With these things done, a plan of procedure can be determined, the means provided and such an impetus given the work as will accomplish the necessary and desired results.

The subjects included in the tentative program indicate this will be the most interesting and practical meeting ever held and the results from it will be most beneficial to the business and the service it renders.

Everyone interested in the problems, affairs and welfare of the abstract and title insurance business is asked to attend, and come prepared to take part.

Special consideration will be given to things that will make the state and national title associations of more value and use. Everyone interested in their existence, activities and possibilities is invited. State officials are particularly urged to make every possible effort to be present.

This is an important event. Such meetings influence and direct the advancement and destiny of the title industry—your business. You should have a voice and take a part in its undertakings.

Representatives of the title business from nearly every state in the country will be present.

**YOUR PRESENCE IS DESIRED!**

Write the Executive Secretary of your intention to attend and to make reservations for your accommodations.

# Curative and Enabling Statutes in Missouri

By V. E. Phillips, Kansas City, Mo.

*Note: This is an address given before the 1926 Convention of the Missouri Title Association. While special reference and attention is paid to the presentation and explanation of these particular laws of Missouri, the subject has been considered and presented in such a way as to make it interesting and worthy of general consideration. Those in other states, too, will find value in its information for comparison with local laws or needed ones.*

It will be the purpose of your speaker to include in this address a discussion of curative and enabling statutes in Missouri affecting only the law of real property. Such statutes designed to rectify defects in procedure or conferring new rights in other branches of law will be omitted.

Law is said to *lex non scripta* and *lex scripta*. The former is the great body of unwritten law, ordinarily called the common law. The latter is the written or statutory law.

The student of the law is advised that he is expected to *know* the law in the state which he selects for his career as a practitioner, and he is further advised (with great seriousness) that he ought to feel encouraged that in this state so much of the law is definitely set out in statutes. The 1919 Revision in Missouri contains exactly 13890 sections and each successive legislature has added several hundred new or amended sections.

Strictly speaking a curative statute seeks to remedy a defect or cure an omission. An enabling statute, in its correct sense, is declaratory of an entirely new right or gives broader scope to an existing one. The law writers on the subjects of Statutes and Statutory Construction have done but little to classify statutes under such headings. They have preferred to call them declaratory or remedial—declaratory when they express a recognized principle, and remedial when an evil or deficiency is sought to be corrected.

For this discussion, curative and enabling statutes may be classed as a single group but seeking one of three purposes. These purposes are:

First: To validate a defective instrument so that it may impart notice or will be admissible in evidence.

Second: To raise a legal bar in order that litigation may end or rights may be cutoff by lapse of time.

Third: New rights or remedies provided in order that a legal or social evil may be avoided.

There is a popular feeling of distrust in the term "curative" statute, and a popular feeling of encouragement in the term "enabling" statute. The courts in judicially considering them have used the expression "these laws are of a wise and just nature and designed for beneficent purposes" and have considered both as entitled to the rule of liberal construction.

In discussing these statutes in con-

nection with land titles, let us make a distinction at the outset between those attempting to *cure* a title and those attempting to *transfer* a title. Statutes attempting to *cure* a title must be retrospective—statutes attempting to transfer a title can only act prospectively. This is evident on account of constitutional provisions protecting



V. E. PHILLIPS,  
Member of the Law Firm of Proctor & Phillips and Instructor in Real Property Law, Kansas City School of Law.

vested rights and prohibiting the impairment of contract obligations. A statute in this state which may serve to illustrate this is found in the 1925 session Laws at page 138. It is the section providing for an equity suit in case property held by a life tenant becomes burdensome or unprofitable for the purpose of authorizing the sale and the holding or investing of the proceeds for the remainder men after payment to the life tenant on the commuted value basis. This section is followed by one relative to the parties to the suit and authorizing the appointment of guardian or trustee for heirs of a class even though none may exist at

the time in the class. The first section provides that it is applicable to any deed, conveyance or will, "heretofore or hereafter" made. It seems that this section is one authorizing the transfer of a title and lawyers have entertained doubt as to the constitutionality of parts of the section. The second section concerning procedure seeks to *cure* a situation as to service and is not objectionable as disturbing vested interests.

It will be more interesting to discuss particular statutes than to discuss points of constitutional law. We will, therefore, call attention to statutes, curative in their nature, intended to fill one of the three purposes heretofore outlined.

The Session Laws of 1925, page 141, contain the last revision of Section 2237 of our statutes. This section provides that the mortgagee or assignee of a note upon receiving full satisfaction of any mortgage or deed of trust, shall execute a deed of release or present the paid notes at the office of the Recorder of Deeds for the purpose of the recorder noting on the margin of the record the release of such mortgage. Adequate provision is made for the making of affidavits in case of lost or destroyed notes and a proviso is added to the section that nothing shall be construed to require the production of any interest coupon note and that upon the production of the principal note all interest coupon notes shall *conclusively* be taken and be deemed to have been paid in full. This raises an interesting question as to whether this presumption of payment governs merely in so far as the recording act is concerned or whether it should be a defense upon the note itself in the event of suit.

The Session Laws of 1923, page 134 contains adequate provision for the releasing of real property which is secured by bond issues aggregating \$100,000, or more, and provides that upon the releasing of the property the money so received for the pro rata portion so released shall be deposited with some banking corporation or trust company for the benefit of the bondholders. This section probably has not come to the attention of many of the examiners for the reason that property secured by bond issues is frequently conveyed and a bond accepted for the final release of the property.

Session Laws of 1921, page 203, contains a revision of Section 1320 of the Revised Statutes providing that no suit or action under a mortgage shall be maintained after the obligation secured thereby has been barred by the statute of limitations, nor in any event after the lapse of 20 years from the date of the last maturing obligation. The old saying "Once a mortgage, always a mortgage" loses its effect in view of this section.

The limitation statutes in Missouri show a purpose on the part of the legislature to determine, within a definite time, the status of the title. We have

an ordinary 10-year statute, section 1305; the 24-year statute, section 1307; and the 30-year statute section 1311. It will be noted that the 24-year statute of limitations is based on the idea that a minor may reach the age of 21 years and have three years additional thereto in which to bring a suit. The 30-year statute is said to be one of expediency to the end that all litigation may cease after a period of time has elapsed in which evidence is presumed to be lost.

There are numerous statutes in this state for the purpose of curing defects contained in an imperfect instrument. Section 2217 states that all deeds, mortgages, deeds of trust and other instruments conveying or affecting title to real estate where the christian names of the grantors therein, or the parties of the first part are abbreviated by using the initial thereof or where the surname is misspelled, and the same premises are afterwards conveyed by the full christian name with correct spelling of the surname, the record of such instrument shall be received in evidence and the parties shall be presumed to be the same until the contrary appears, but this is qualified by saying that the surname must be *idem sonans*, that is like Johnson and Johnston, or C-l-i-n-e and K-l-e-i-n. The section following this section (Section 2218) is also curative in that it provides that a deed executed by a minor which shall not be disaffirmed within two years after the disability of minority is removed shall be binding.

Further curative statutes in connection with a defective execution of deeds are found in Sections 5362 to 5368, inclusive. The first provides that any deed acknowledged under a former law which has been recorded within a year from its date and has been of record for more than twenty years may be offered in evidence even though the former law did not so provide. Likewise there are statutes providing that a lost deed may be evidenced by a certified copy of the record. Section 5368 is particularly of interest because it provides that even though a deed has never been proved nor acknowledged, or if so attempted to be proved or acknowledged, was improperly so proved or acknowledged, it imparts notice if such defective instrument has been recorded for a period of one year. The courts however, hold this section operates retrospectively, only.

Many of the curative statutes appear in the chapter relating to evidence. The members of this association no doubt are familiar with the statute (Section 5472) providing that in case the official records of any county are destroyed or damaged by fire, war or other catastrophe, the circuit judge of the county in conjunction with the judges of the county court may order abstracts, copies of the minutes or records to be produced in Court and received in evidence for the purpose of establishing titles. It

is also provided that in the event of any loss of records or original conveyances, that abstracts of title may be received in evidence in suits, trials or actions.

Undoubtedly the statute in this state which is the most remedial of all in its nature, or curative in its effect is the well known after-acquired title section, No. 2266. This is not peculiar to the state of Missouri, as most of the states have such a section. For the sake of accuracy, we quote it as follows:

"Where a grantor, by the terms of his deed, undertakes to convey to the grantee an indefeasible estate in fee simple absolute, and shall not, at the time of such conveyance, have the legal title to the estate sought to be conveyed, but shall afterward acquire it, the legal estate subsequently acquired by him shall immediately pass to the grantee; and such conveyance shall be as effective as though such legal estate had been in the grantor at the time of the conveyance. (R. S. 1909, Sec. 2871.)"

This section is broad in its terms yet has its qualifications and one which comes to the practitioner early is that a title, acquired after the grantor has released his interest by a quit claim deed, does not pass under this section. A quit claim deed frequently works as an estoppel, but the Courts have held in numerous cases that it does not pass as an after-acquired title.

In the feudal days in England it was common to entail an estate or tie it up in the family for untold generations. There was a struggle at all times on the part of the courts to assist in the free transmission of the property. The early legislatures of Missouri recognized this and enacted a statute which has been modified slightly from time to time, but in effect creates out of an estate-tail a life estate in the first taker and a fee simple in the heirs (Sec. 2267). The effect of this statute has been the source of a great deal of litigation in this state and your speaker recently has been confronted with a situation where a curative statute of this kind has really not cured the situation, but has more deeply involved the title to some property. A suit was filed a few years ago for the purpose of declaring a certain clause in a conveyance void as violating the rule against perpetuities in that it attempted to postpone the vesting of title in the bodily heirs of the grantee and their descendants for more than two generations. The court held the clause absolutely void and perfected title in the first grantee. The question is now raised whether this curative statute in itself did not make the conveyance good and there was no violation of the rule against perpetuities. If so, it converted the clause which the court has declared void into a life estate in the first taker and a fee simple in the heirs of the body, such heirs of course yet undetermined and probably unborn. It

will be seen that there is conflict here between the common law rule against remoteness in the vesting of titles and the statute which attempts to vest such title absolutely at the death of the first taker.

Another curative statute which has not had the effect of curing the situation but has merely complication it is section 1101 providing for the adoption of children. It has long been the rule in Missouri that the adopted child inherits from its adopting parents as well as from its natural parents. But since the enactment of the first Children's Code in this state in 1917 there is serious doubt concerning the child inheriting from its natural parents in the case of adoption. The statute reads in part as follows:

"When a child is adopted in accordance with the provisions of this article all legal relationship and all rights and duties between such child and its natural parents shall cease and determine. \* \* \* Provided, however, that neither said adopted child nor said parents by adoption shall be capable of inheriting from or taking through each other property expressly limited to heirs of the body of such child or parent by adoption."

It will be noted, however, that this section of the statute is contained in Chapter 11 under the title of "Children." It does not appear in Article 14 of Chapter 1 under the heading "Descents and Distributions." It would seem that if the legislature had intended to change the first paragraph of Section 303 which provides that upon the death of an intestate, property shall descend in the following course: "First, to his children or their descendants in equal parts," such amendment would have been made to such section, but in view of the proviso contained in Section 1101 restricting the adopted child as to inheritance property specially limited to the heirs of the body of such adopting parent, it seems also that the legislature had in mind the descent of the property at the time it enacted the Children's Code. The phraseology of the section is sufficient to be curative, but we submit that there has not been cured the doubt in the mind of the title examiner concerning the rights of the adopted child to inherit from its natural parents.

There are other statutes which may be said to be curative either of some defect, or of some social wrong. I might call attention particularly to the section providing that no spend-thrift trust may prohibit the appropriation of proceeds thereof for the purpose of paying an alimony award or for maintenance of children (Sec. 557).

## II.

The term "enabling statutes" is more often used in connection with legislation designed for the purpose of conferring upon married women, equal rights with men in dealing with real estate. The legislature of Missouri

enacted such married women's enabling statutes 37 years ago. There has been much law written in this state concerning the force of the statutes which gave to married women the same right to own property, buy and sell goods, and to sue and be sued as her husband. Although the statute was first placed on our books in 1889, it seems that as late as 1906 there was doubt in the minds of some of our Supreme Judges concerning the wisdom of such statutes even though they were at that date given their fullest legal effect. One needs but to refer to the noted case of *Myers v. Hansbrough*, 202 Mo. l. c. 502 to note the attitude of Valliant, J. on this question. The noted jurist said, in holding that a married woman's separate statutory estate could be charged for her debts, said: "But when the statute was enacted removing the shield with which the common law had protected the married woman, dethroning the wife and mother of the family and reducing her to the common level of a man in the mart of trade and traffic, she was declared capable of contracting debts and her property was rendered amenable to process as that of any one sui juris."

It will not be necessary for me to quote the various statutes affecting married women and the conveyance of their property, but it is not out of place here to refer to the recent enabling statute on behalf of the husband appearing in the session laws of 1921 at page 119. It reads:

"The estate which a widower may have in the real estate of his deceased wife known as 'tenancy by the curtesy,' is hereby abolished, and in lieu thereof the widower shall have the same share in the real estate of his deceased wife that is provided by law for the widow in the real estate of her deceased husband, with the same rights of election and the same limitations thereto; provided that nothing contained in this act shall be so construed as to defeat any estate by the curtesy which shall have vested prior to the date of taking effect of this act."

The construction which the Supreme Court will eventually place upon this section is questionable when it says that "the widower shall have in lieu of his curtesy the same interest in the real estate of his deceased wife *that is provided by law* for the widow in the real estate of her deceased husband with the same rights of election and the same limitations thereto." It takes but a flight of fancy to see a husband refusing to accept under the will of his wife, but filing his statutory election to accept his statutory "dower," or we may see him asking for absolute allowance of \$400.00 with a year's provisions for himself and the children, and in the event a son should be engaged to marry a young lady of spend-thrift tendencies, we may see a father creating a separate equitable estate by conveying property to his son as "his sole and separate estate, free of all marital rights of his wife."

Only a few years ago the statutes of this state were changed so as to enable a married woman to act as an executrix or administratrix of an estate. At the 1923 Session of our legislature a statute was enacted of particular convenience to non-residents, enabling the transfer of shares of stock in this state after a six months period upon the filing of an affidavit that there are no debts in the state of Missouri.

There are many other laws appearing in the statute books of Missouri which are in derogation of the common law and enabling in their nature. We will mention the power given to aliens to hold property obtained by devise or descent (Sec. 590); the right of the widow to have dower in chattel leasehold interests of a longer duration than twenty years; the right of the husband to make a conveyance of property in the event of an insane wife (Sec. 7322); the right to administer an estate in case of unexplained absence of an owner of property for a period longer than seven years; likewise the various statutes appearing in the laws of 1921 (pages 117 and 118) providing for full inheritance of property by illegitimate children and providing for the determination of parentage.

The various ways in which the titles to real estate are affected by statutory provisions of curative or enabling purport found in chapters with most deceptive headings, makes it necessary for the abstractor to have a wide knowledge of the statutory laws of his state. Let me say that our method of enacting laws has been prolific of confusion as to the indexing as well as to the contents. Not only the abstractor, but the lawyer, is baffled in his endeavors to ascertain the law. A bill is introduced and referred to a committee, it is recommended out of the committee and amended several times before passed, then it is sent to the other legislative body for further amendment before passage by that body. At no time is it referred to a committee on Revision of Statutes. It may destroy another statute but the old statute is left on the books. It may change some part of an old statute but that statute is not found and the changed part deleted. Every bill before passage should be sent to a committee which would approve its form and make recommendation as to changes in existing statutes.

In conclusion, let me say that curative and enabling statutes are by their nature intricate. It is the purpose of such laws to accomplish results not provided for by the ordinary rules of law. Questions involving constitutional points consequently arise requiring court construction. It is submitted that such beneficent laws should be framed more carefully and considered cautiously by law making bodies. There are further curative and enabling statutes needed, a discussion of which might be the subject of a separate address. Our attention has been directed wholly on this occasion to existing statutes. We believe the members of this Associ-

ation as well as members of the Bar may study the subject with interest and profit.

#### COLORADO MEETING IN DENVER.

The Colorado Title Association met in Denver with a fair crowd in attendance. A good program was given and the crowd had an enjoyable time together at a dinner the first evening, followed by a theatre party and a luncheon the following day at the Chamber of Commerce.

Osmer Smith, Attorney and Examiner for the Denver Joint Stock Land Bank, gave a talk full of interesting points and gathered from experience on "Observations on Abstracts."

H. C. Hickman of Boulder discussed "Relations Between Competitors" and Golding Fairfield of Denver on "Progress of Title Insurance During the Past Year."

The Association adopted two things for future consideration that should do much to keep the members interested, accomplish some benefits and bring a realization of how much good a state association can be. They are: An abstract contest for the 1927 convention: The accomplishment of some definite thing during the year, and an attempt at uniformity of practice in certifying abstracts and charges therefore was the point undertaken.

New officers elected for the year are: President, H. C. Hickman, Boulder, The Record Abst. of Title Co. Vice-Pres., C. M. Hurlbut, Castle Rock, The Douglas County Abst. Co. Treasurer, Anna E. Allen, Denver, The Jefferson Co. Title Co. Secretary, Edgar Jenkins, Littleton, The Arapahoe Co. Abst. & Title Co.

#### FIDELITY UNION MAKES WYCKOFF AND NORTHRUP VICE PRESIDENTS.

Morrison C. Colyer, President of the Fidelity Union Title and Mortgage Guaranty Co., Newark, N. J., announced that at the monthly meeting of the directors of that company held in October, Simon P. Northrup and Edward C. Wyckoff were elected Vice-Presidents.

Mr. Northrup began with the Fidelity Trust Co. in 1906 as a settlement officer. Prior to that he was a partner in the law firm of Lafferty & Northrup. He was later associated with the title department of the company and was made associate title officer when the present company was formed a short time ago.

Mr. Wyckoff practiced law in Asbury Park prior to his becoming associated with the Fidelity Trust Co. which he joined in 1910 as a settlement officer. He became assistant title officer and was later made solicitor.

Both of these men have a wide acquaintance and friendship in the association who will be pleased to learn of and share in their success and recognition.

### ARKANSAS TITLE ASSOCIATION MEETING.

By Bruce B. Caulder, Secretary.

The 1926 Convention of the Arkansas Land Title Association was held in Little Rock on the 15th and 16th and the largest crowd ever in attendance started things moving with a dinner at the Hotel Marion on Friday. The Welcome Address was made by R. C. Irvine, Vice-President and Cashier of the Bankers Trust Company of Little Rock. The response was given by Will Moorman of Augusta.

The Arkansas Association has a membership of some of the most efficient and established abstracters in the State and does many things of value for its members.

The Association always has an excel-



**ELMER McCLURE,**

Little Rock,

Re-elected President of the Arkansas Title Association.

lent program and this year's was no exception. McCune Gill, Vice-President of Title Guaranty Trust Company, St. Louis, author of the Fourth Edition of Tiedeman on Real Property, and one of the country's title authorities, was present, and gave a highly instructive address on "The Geography of Real Property Law" which was enthusiastically received by those present. Mr. Gill was the representative of The American Title Association. The sessions were closed with a luncheon at the Hotel Marion at noon, Saturday. The following officers were elected for the ensuing year:

Elmer McClure, Secretary & Manager of the Little Rock Abstract & Guaranty Company, President.



**BRUCE B. CAULDER,**

Lonoke,

elected Secretary of the Arkansas Title Association.

J. A. Stallcup, Vice-Pres. Arkansas Trust Co., Hot Springs, Vice-President.

Bruce B. Caulder of Lonoke Real Estate & Abstract Co., Lonoke, Secretary.

Mrs. Stella Parrish, Arkansas City, Treasurer.

Sectional Vice-Presidents were named as follows:

Northeast District: Will Moorman, Augusta.

Northwest District: G. S. McHenry, Conway.

Southeast District. M. K. Boutwell, Stuttgart.

Southwest District: A. J. Watts, Camden.

### INDIANA MEETING HELD IN INDIANAPOLIS.

By Charles E. Lambert, Secretary.

The Twenty-first Annual Convention of the Indiana Title Association was held in the Claypool Hotel, Indianapolis, Oct. 13 and 14. The attendance was good and the program was of unusual interest and proved to be a regular title school.

John F. Meredith, President, opened the program with an interesting address on titles and the influence being a land owner has upon the citizenry of a community.

H. E. Stonecipher, of the Title Insurance Department of the Union Title Co., Indianapolis, gave an interesting talk on "The Modern Responsibility of the Progressive Title Co."

Earl W. Jackson, of the Indiana Title & Loan Co., South Bend, talked on "Responsibility and Qualifications

as a Part of Abstract Service."

W. L. Rogers, of the Federal Land Bank, Louisville, gave a talk under the subject "The Country Abstracter Visits the Board Walk."

Edwin H. Lindow, Secretary of the Title Insurance Section of the American Title Association attended as the representative of the national association and gave two addresses, that of the first day on, "The Atlantic City Convention" and the second choosing the subject "Abstracts and Title Insurance."

All speakers were given interested attention and there was much discussion making it a fine program, and successful convention.

Secretary Lambert made his yearly report. Sound abstract value was stressed by him, and the state association members heard their official tell of titles, and he pledged the convention to a greater co-operation by a ris-



**CHARLES E. LAMBERT,**

to whose service-stripe covered sleeve will be added another in his re-election as Secretary of the Indiana Title Association for 1927.

ing vote. He will be sent to the mid-winter meeting to be held in Kansas City. The question of issuing the Indiana Title Bulletin quarterly or semi-annually was left to the secretary's best judgment and management. The publication has been highly commented upon. Suggestions have been coming in from other states to make it permanent, with offers of subscriptions from some corporations and state associations.

The secretary reported new firms and individuals who have joined the state association since its last convention, namely:

Lamb Abstract Co., Elkhart.

Columbus Abstract Co., by Paul Jones, Columbus.

Citizens Abstract and Title Company, Warsaw.

Kuhne & Co., Inc., Ft. Wayne.

Security Abstract and Title Co., Crawfordsville.

John W. Holcomb, Greensburg.  
William M. Sutherlin, Greencastle.  
Charles W. Benton, Abstracter,  
Princeton.

Bert F. Bradbury, Muncie.

R. W. Miles of The Morgan County Abstract Co., Martinsville, who has served as Vice-President of the association during the last year, was elected President to succeed John F. Meredith, of Muncie. Earl W. Jackson, of South Bend, who was one of the principal speakers on the Thursday program, was elected Vice-President to succeed Mr. Miles. Charles E. Lambert of Rockville was re-elected Secretary-Treasurer.

#### NEBRASKA ASSOCIATION HOLDS ANNUAL CONVENTION.

This organization held an unusually good convention in the customary place, Lincoln, and besides the regular business, annual banquet, etc., saw the Nebraska-Missouri football game.

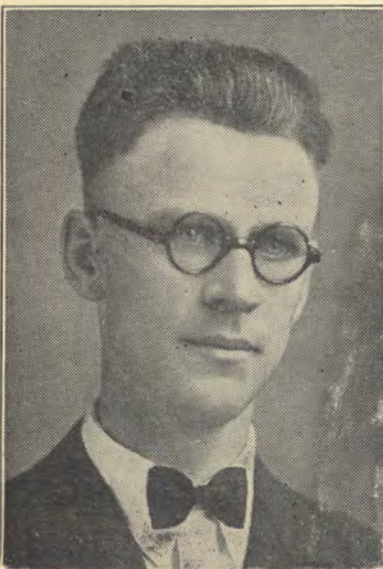
Irene Huffington of Omaha, gave a report of the American Title Association Convention held in Atlantic City.

A. H. Rutgers of the Southern Surety Co., Des Moines, was the representative of the American Title Association and gave an extensive address on "Title Insurance."

Title insurance came in again for consideration in the talk of Elmer Campbell on "Title Insurance and Effects on Abstracters." This proved to be a feature of the convention because a "question box" was opened on Mr. Campbell but he proved more than equal to the occasion.

Henry H. Foster, Dean of the Nebraska University Law School, interested the meeting in a fine address on "Nebraska as a Haven for Spend-thrifts" basing his talk on a recent decision of the state Supreme Court in a ruling relative to estates.

Jay C. Moore of Tecumseh, both an



**GUY E. JOHNSON,**  
Wahoo,

re-elected Secretary of the Nebraska Title Association.



**EDWARD F. DAUGHERTY,**  
Omaha,

elected President of the Nebraska Title Association.

attorney and abstracter, handled the subject of "Surveying as it Effects Titles" very ably and it proved to be a most suitable one for a title convention.

The question box, feature of the Nebraska meetings, was conducted by L. R. Slonecker, of Omaha.

Verne Hedge, host and conductor of the Nebraska Conventions for so many years now that he has it developed to an art, provided his usual array of talent for the banquet program. It was held in conjunction with the state convention of the Nebraska Realtors. The following topics were given by the well known men mentioned: "Nebraska" by Adam McMullen, Governor of the State; "Farm Relief" by Mark W. Woods of Lincoln, and "Development of the Missouri River" by J. C. Nichols, Kansas City, Mo., and one of the Country's prominent Realtors.

President Ralph W. Barney presented a cup to be given to the office assistant submitting the best abstract in the contest conducted as a convention feature. This was awarded to Miss Rena D. Davis, of the Gage County Abstract Co., Beatrice. Many congratulations to Miss Davis because of the quality of her work and the other interesting features in that she chose the title to the first homestead ever granted in the United States. The abstract contest created a great deal of interest.

New officers elected for the coming year are:

President, Edward F. Daugherty, Omaha. Federal Land Bank.

Vice-Pres., 1st Dist., S. Stewart, Tecumseh.

Vice-Pres., 2nd Dist., Alfred L. Hanson, Fremont.

Vice-Pres., 3rd Dist., John M. McAllister, Neligh.

Vice-Pres., 4th Dist., Joel Hansen, Osceola.

Vice-Pres., 5th Dist. F. L. Youngblood, Hastings.

Vice-Pres., 6th Dist., J. G. Leonard, Broken Bow.

Secy-Treas., Guy E. Johnson, Wahoo, Hamilton & Johnson.

#### MEETING OF KANSAS TITLE ASSOCIATION.

The 1926 Convention of the Kansas Title Association was held in Manhattan, Oct. 14 and 15 and this session was a creditable addition to its long list of ever better and more successful conventions. A big crowd was in attendance for the three days meeting. This state organization believes in making its meetings an outstanding event and of a somewhat longer duration than most of them, intermingling the business with pleasure.

Registration and a "get-together" occupied the first morning session and the convention proper began the first afternoon. W. G. (Bill) Fink talked on a subject that bothers almost every abstracter, "The Effect on Real Estate Titles of Instruments Filed as Chattels." Mr. Fink especially discussed the instruments found so frequently in oil territories, and upon which subject he is well qualified to speak.

R. E. Hawman of the Fidelity Title



**ROBT. B. SPILMAN,**  
Manhattan,

President of the Kansas Title Association for the coming year.

& Finance Co., Wichita, who is building a modern title plant in a city of considerable size told of "The Photographic Take-Off." This is an especially pertinent subject and one in which many title people are interested. Mr. Hawman told of his actual experiences and the conclusions he had drawn from them.

"How to Show Oil and Gas Instruments in An Abstract" was presented by Justin I. Miller of the Montgomery County Abstract Co., Independence, and this was another topic given much attention because of the oil activities that occur frequently in the different parts of the state.

Ransom Brown, County Surveyor of Sedgwick County, told "How Surveying Affects Real Estate Titles." Mr. Brown thoroughly understands this matter from a long experience and gave a most interesting talk, illustrating his points with blue prints.

Wood Griffin of Parsons described "The Complete Abstract Plant." Wood has a plant of which he is justly proud and described its system and his experience in building it.

A. M. Johnston, Attorney of Manhattan, gave an address on "Idem Sonams." This is an interesting subject, and despite all that is said and can be told on the subject, examiners will probably never give any recognition to its principles and rules, but continue to call for affidavits. Mr. Johnston did, however, give a very fine paper on its theories and doctrines.

One of the features of the convention and an address that created a great deal of interest was on "State Wide Title Insurance" by Anthony H. Rutgers of the Southern Surety Co., Des Moines.

Leo T. Gibbens of Scott City gave an



**FRED T. WILKIN,**  
Independence,

Secretary of the Kansas Title Association for 1927.

address on a subject that is always eagerly listened to and brings forth much discussion, "Liability of Abstracters."

To say that Grant Stafford talked on the subject of "Outside the Records" is enough to know that something interesting was given. Mr. Stafford is a pioneer titleman and has had a great experience in title matters.

Other subjects on matters of the business discussed were: "To What Extent Should Irregularities be Explained," by John Frederick, Salina; "Should Another's Work be Certified and Charged Therefore," by Helen Stowell, Garden City; "The Value of a Daily Take-off," by Fred T. Wilkin, Independence.

Bob Spilman proved himself a master of ceremonies and host par excellence. There was a delightful banquet, noon luncheons each day, a world of hospitality from everyone, and a fitting climax in the last afternoon's event, the K. U. Aggie Football Game.

The Association accepted Wood Griffin's invitation to meet in Parsons next year.

The advertising exhibit of the American Title Association was on display under the direction of Pearl Jeffrey, one of the members of the Special Committee on Advertising of the national organization.

Officers elected for 1927 were: President, Robt. B. Spilman, Manhattan; Vice President, Forrest M. Rogers, Wellington; Secretary-Treasurer, Fred T. Wilkin, Independence.

#### REPORT OF THE TWENTY-SIXTH ANNUAL CONVENTION OF THE MICHIGAN TITLE ASSOCIATION.

By James E. Sheridan, Secretary.

The Twenty-sixth Annual Convention of the Michigan Title Association, held in Lansing, at the Hotel Olds on Oct. 7 and 8, proved a most illuminating and profitable meeting. The attendance, both as to registration and those remaining through the session, indicated beyond question both the ability of the speakers and the interest of the audience. All attendance records were broken in the over a hundred who attended this meeting.

A profitable discussion on the subject of "Tax Titles" was held during the first day, with Mr. James H. McFarlan of Linden, presiding. Mr. McFarlan's knowledge of the subject is state-wide. His paper, and the discussion following, were, in themselves, recompense for the time and expense of the delegates.

The President, Mr. Ray Trucks of Baldwin, Lake County, delivered a report of his administration. It was not only comprehensive as to accomplishments of the previous year, but contained food for thought for everyone present. There was much favorable comment on Mr. Trucks' address.

Mr. George Wedthoff, of Bay City, discussed "The Trend of the Title Business in Michigan," pointing out that it not only was moving in but one direc-



**RAY TRUCKS,**  
Baldwin,

re-elected President of the Michigan Title Association.

tion, but in that direction with great speed—to Title Insurance. Title Insurance, by the way, seemed uppermost in the minds of all attending the session.

The Union Title and Guaranty Company of Detroit, through its Messrs. Lindow and Sheridan, entertained its affiliated companies throughout the state, the delegates and their guests at a luncheon. A general discussion on the subject of Title Insurance followed.

A banquet and pleasant evening occupied the end of Oct. 7. Mrs. J. L. Chapman of Cleveland, representing the National Association, and never at sixes or sevens, in the writer's opinion, was there a more welcome visitor. The toastmaster of the evening was Arthur Boyce. We were honored by addresses of Dr. Bishop and Judge Charles B. Collingwood, both of Lansing.

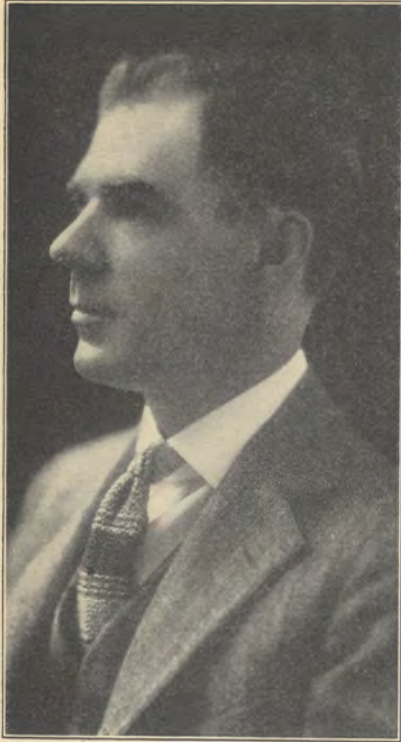
The Association wishes to record itself as being unable to pay too much tribute for a most enjoyable session to our own beloved John Brooks, his brother and their families, for their untiring efforts to make our visit a pleasant one.

The Association voted unanimously to hold its 1927 meeting in the beautiful city of Detroit, immediately preceding the National Convention and pledged its personnel to the making of the latter a memorable meeting.

The new officers elected are as follows:

President, Ray Trucks, Lake County Abstract Co., Baldwin.

Vice-Pres., W. J. Abbott, Lapeer Co. Abstract Office, Lapeer.



**JAMES E. SHERIDAN,**  
Detroit,

elected Secretary of the Michigan Title Association for the coming year.

Secretary, James E. Sheridan, Union Title & Guaranty Co., Detroit.

Treasurer, W. Herbert Goff, Lenawee Co. Abstract Co., Adrian.

Member Executive Committee: Arthur Brown, Washtenaw County Abstract Co., Ann Arbor.

#### MISSOURI TITLE MEETING.

The Missouri Title Association meets in St. Louis and Kansas City in alternate years. It was Kansas City's turn for the 1926 sessions and it was one of the best meetings this association ever held. The attendance was good and a great deal of interest taken in the program. Much time was given to discussion and every one took an active part.

John C. Taylor, President of the Kansas City Real Estate Board, told of "Cooperation between Realtor and Abstractor."

John Henry Smith, President of the Kansas City Title & Trust Co., talked on "The Future Title Service." The text of his address dealt with title insurance, as the subject might signify. A regular question box ensued and a practical discussion of title insurance resulted.

An interesting talk was given by Franklin P. Stevens, Vice President of the Safety Savings & Loan Association, who told of the organization and purpose of building and loan associations, which are some of the large users of title service.

V. E. Phillips, Attorney, gave a paper on "Curative and Enabling Statutes



**JAMES M. ROHAN,**  
Clayton,  
elected President of the Missouri Title Association.

in Missouri." Mr. Phillips is an authority on real property law and this paper and the discussion it occasioned was probably the feature of the meeting. Mr. Phillips is already known to the readers of TITLE NEWS and will become better known by reason of his paper which appears in this issue. The subject naturally opened many avenues for discussion on real property law and problems so another question box re-



**T. S. SIMRALL,**  
Boonville, Mo.  
continued in office as Secretary of the Missouri Title Association.

sulted but which was of so much value as to amply repay all for attendance at the meeting.

Glenn Toalson of Osceola conducted a discussion on some of the everyday problems of the abstractor and handled it in an interesting and most able manner.

A question box was opened, conducted by McCune Gill, of St. Louis, who handled the legal questions and Richard B. Hall, Executive Secretary of the American Title Association, who explained business matters.

The visitors were royally entertained by the Kansas City Title & Trust Co. and the Missouri Abstract & Guaranty Co. who had them as guests to a dinner at the Kansas City Club and a theatre party afterward.

James M. Rohan, President of the St. Louis County Land Title Co., Clayton and St. Louis, was elected President; C. S. Hotaling, of the Linn County Abstract Co., Linneus, was elected Vice President, and T. S. Simrall of the Cooper County Abstract Co., Boonville, was continued as an ever efficient and interested Secretary.

The Association has issued  
**PAMPHLETS**  
of the following:

"**LIABILITY of  
ABSTRACTERS**"

by V. E. Phillips

"**FEDERAL  
LIENS**"

by Chas. C. White

"**THEORY and  
PRACTICE in  
ESTABLISHING  
TITLE INSURANCE  
RATE SCHEDULES**"

by Benj. J. Henley

Copies can be secured from the  
**EXECUTIVE  
SECRETARY'S OFFICE**



# 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.

*Should a contract of sale be approved where purchaser signs by agent?*

No; because if agent had no authority to sign, the contract may fail both as to principal and agent, as in *Weiss v. Baum*, New York, Oct. 15, 1926.

*Is a mortgage executed by a bank on its real estate valid?*

Yes; unless it is to secure a deposit, or is without authority of the directors. *Carter v. Brock*, Louisiana, Oct. 5, 1926.

*Which is the superior lien, a purchase money mortgage, or a previously executed mortgage by the purchaser on "after acquired" property?*

The purchase money mortgage, even though in the nature of a lessor's lien securing future rent. *Colorado*, Oct. 5, 1926. *Oakman v. Company*, U. S. Cir. Ct., Nov. 3, 1926.

*Is a mortgage affected by a subsequent bankruptcy?*

Yes; it is void if it is within 4 months of the bankruptcy and is to secure previous debts. *Estate of Bloom*, U. S. Dist. Ct. Penn., Sept. 17, 1926.

*Is a statute as to construction of deeds retroactive?*

No; for example, the Maryland statute of 1892 providing that a description along the side of a street carries title to the center, does not apply to deeds previously executed, *Rieman v. R. R.* 81 Md. 68.

*Is an acknowledgment good if taken on Sunday?*

Bad in New Jersey even though delivery is on Monday. *Bowen v. Pursel*, Oct. 25, 1926.

*Can a contract to sell, signed by two minors and five adults, be enforced?*

No; not even against the adults. *Terrell v. Kopp*, (Minnesota), Oct. 16, 1926.

*Is a mechanic's lien, filed after commencement of bankruptcy proceedings, good?*

Yes; if within the statutory time after the completion of the work. *Eggleston v. Birmingham*, U. S. C. C. A., Nov. 1, 1926.

*Can a bankruptcy court order a sale of property free of a mortgage?*

Yes; if holder of notes is served. *Matter of Shipley*, U. S. Dist. Ct., Oct. 28, 1926.

*Does zoning law revoke permits to build previously issued?*

No; *Inspector v. Nelson*, (Massachusetts), Oct. 28, 1926.

*Is a tax deed, naming only a former owner, good?*

Good in California, *Interstate v. Clark*, 247 Pac. 244; but bad in Louisiana, *Ricker v. Dupuy*, 108 So. 782.

*Does limitation run against remainderman during life estate?*

No; even though deed from life tenant purports to convey fee, and even though a remainderman can bring a suit to quiet title or determine his interest, during life estate. *St. Clair v. Balcomer*, 108 So. 858 (Alabama).

*Does service by publication bind those under disability?*

Yes; as suit to quiet title against unknown persons, possibly minors, even though no guardian ad litem is appointed. *McDaniel v. McElory*, 108 So. 820 (Florida).

*Where owner moves away, does he abandon his homestead rights?*

Not unless he acquires another homestead, or shows an intention never to return. *Gerhart v. Quirk*, 209 N. W. 544 (S. Dakota).

*Who gets rents from solvent decedent's real estate?*

The heirs or devisees take the rents from date of decedent's death, and executor or administrator has no interest. *Hayne v. Fenton*, 151 N. E. 877 (Illinois).

*Does joint driveway between houses create easement if not in writing?*

Yes; an easement runs with the land. *Frate v. Rim-enik*, 152 N. E. 14 (Ohio).

*Is innocent purchaser protected against delivery in violation of conditions in escrow?*

No; deed is void even as to innocent third persons. *Bingham v. Taylor*, 12 Fed. (2nd) 15 (Florida).

*Is escrow agent liable in damages for closing contrary to instructions?*

Yes; as where buyer's check was not paid. *Rowland v. Bank*, 245 Pac. 740 (Kansas).

*Is a carbon copy primary or secondary evidence?*

Primary evidence; and can be used without accounting for original. *Company v. Adam*, 245 Pac. 885 (Oklahoma).

*Is mechanic's lien dissolved by bankruptcy of landowner?*

No; even though lien is filed within 4 months of adjudication, or after adjudication. *New York v. Fuller*, 11 Fed. (2nd) 796 (New York).

*Does tax and insurance clause in mortgage affect its negotiability?*

A clause accelerating the due date of principal does not, but clause authorizing mortgagee to pay taxes and premium makes mortgage assignable but non-negotiable. *Hubbard v. Wallace*, 208 N. W. 730 (Iowa).

*Can agent collect commission if owner's title is defective? If his wife refuses to sign?*

Agent can collect in either case. *Finochiaro v. Kipferl*, 215 N. Y. S. 699 (New York); *Kislake v. Judge*, 133 Atl. 74 (New Jersey).

## Abstracts of Land Titles—Their Use and Preparation

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

In the preceding article the showing of intestate estates was explained, and examples were given of a closed estate of this kind, used to establish heirship and of one in which there had been a sale of real estate by the administrator.

The second kind of a deceased person's estate is that of the testate or estate where there is a will. A will is a document that makes its appearance after someone departs this life, and which is supposed to express his wishes or give instructions as to how his effects are to be kept or disposed of; or to whom they are to be given into the possession of either actually or be used under certain conditions after his death. All too often though a will defeats the very wishes or supposed wishes of the testator by reason of being misunderstood, misinterpreted or set aside entirely because of ambiguous language or faulty construction.

Wills, too, are often the very thing that cause more confusion and trouble in land titles than anything else. Many people seem to want their "voice to be heard" long after their death, either from a dictatorial or regulative spirit, and will certain property to John Doe, during his lifetime, and at his death to go to the third born of his sister Sue, and if no third born then to the township as a site for a township hall, or some other condition or series of events that are almost improbable and certainly impossible.

Others mean well and try to perpetuate their judgment and kindly protection and advice by prescribing how the devisee can, may or should use it, all of which things only too often make the real estate of an estate all or in part a most frozen and immovable asset or better say, liability.

All too often a will will not clearly define the disposition of the residue and worse yet, will not grant the executor or trustee a clear and undisputable power and authority of sale.

It is too bad that many times good lawyers, and oftentimes incompetent lawyers, as well as others who think they are qualified to draw wills are called upon to do it, and allow such things to get into wills either through ignorance or their after effect or reluctance to inform their client that such things should not be decreed in the will, and make an effort to persuade him into leaving them out or modified to some extent.

Every will should specifically dispose of all real estate, and give instructions as to the disposal of any residue and remainder, for of course such might be accumulated after the date of the will and before the death of the testa-

tor, and in addition there should be a law in every state giving an implied power of sale to every executor and administrator of an estate.

### Abstracting a Testate Estate.

In some cases the first thing filed and to be shown in the abstract is an affidavit of death. This tells of the death, when and where, of the probable value of the estate, names the heirs and gives other information. This should be COPIED IN FULL.

Following this will be found the petition for probate of will. It usually states substantially the same facts as the affidavit above mentioned, but will in addition state that deceased left a will, that John Doe is named as Executor, and asks the court to prove and probate the will in order that the estate may be preserved and administered.

If there is also the death affidavit filed, this petition need not be copied in full, but the statement merely made, "Petition for Probate of Will Filed, June 15, 1924, signed by Mary Roe, setting forth same material facts as to death, heirship, etc., as mentioned above in the Affidavit of Death, but further stating that John Doe is mentioned in said will as executor, and petitioner respectfully asks the court to prove and probate said will, and appoint said John Doe as executor in order that the estate may be preserved and properly administered."

If, however, no affidavit of death is filed and this petition is the initial step in telling of the deceased and his estate, then copy this petition in full.

Next show the will. **NO WILL SHOULD EVER BE ABSTRACTED**, and let it be said right here very emphatically, that every will should be copied in full and absolutely word for word, comma for comma. More abstracters have gotten into real serious trouble from briefing wills than any other cause. It is hard enough for a corps of lawyers and a whole court to interpret a will sometimes, so no abstracter should assume the job.

This applies to the signature, the proof, and all codicils. A codicil is some condition or a supplement added to the will proper after it has been made. Sometimes a codicil is intended as further instructions or additions to a will, while at others it eliminates and nullifies clauses entirely or modifies them in some way.

Next will come the proof of will. This procedure varies in different states, but the usual process is to bring the two or other statutory number of witnesses into court and have them subscribe and swear to written testimony that they were witnesses and

that the will was signed, sealed and delivered according to law in their presence, in the presence of each other and in the presence of the testator who was in a sound and disposing mind and memory and not under any undue restraint or influence. It is probably best to copy this proof of each witness in full, in order that it may be shown everything was done according to the exact wording of the statute.

Sometimes one of the witnesses will have died too, and then the proof of his signature as a witness is down by proper evidence as to his hand writing, of others that might have known he was present as a witness, etc., but all this must be shown as is found in the case, but can be abstracted.

Sometimes too, one of the witnesses to the will may have moved away, into another part of the state or another state, in such a case his testimony and proof is taken by means of a deposition. The court will appoint some notary public or other officer authorized in his resident state to take such testimony. This commissioner will then have the witness appear before him, take his testimony, and certify the happening to the court.

In such a case, merely make mention of "Commissioner to take deposition and proof of will appointed, July 1st, 1924, wherein the court appoints John Smith of Los Angeles County, California, to act in such capacity and take the proof of William Jones as witness to the last will and testament of John Doe."

The report of this deposition will be shown, "Report of Commissioner to Take Proof of Will filed July 10, 1924, is as follows"—and his return will be copied in full.

The will is thus proved and the next step is the order of the court admitting it to probate. This can be shown briefly by the statement, "Order of Court, July 25th, 1924, wherein the court finds will of John Doe entitled to record and probate, and orders same admitted."

The executor must next be appointed and the court usually follows the choice of the testator and appoints the party suggested in the will. Sometimes however that person has died or moved to another state, and cannot serve for reasons of some kind and nature, or there is objection to his acting. In any of such cases evidence will be shown and the court will then appoint someone else. Often the testator's wife or husband is designated in the will and often it is some friend and the testator will direct that he serve without giving bond. Whether or not he can serve without bond is according to the laws of the state or the discretion of the court. Sometimes too the executor prefers that he be under bond, even though not required to be so under terms of the will.

The court will therefore make an order appointing the executor and this can be shown as follows: "Order of Court Appointing Executor, July 25th, 1924, wherein the court appoints John

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## EDITOR

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

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Address all communications relative to this publication or matters contained therein to

**THE AMERICAN TITLE ASSOCIATION**

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

DECEMBER, 1926.

Smith as Executor of the Estate of John Doe, deceased, upon his filing bond to be approved by the court in the sum of \$25,000.00" (or to serve without bond).

If a bond is filed then designate in wording as follows: "Bond in the sum of \$25,000.00 filed, July 25, 1924, with John Smith as Principal and the Security Surety Co. as Surety."

Approval of the bond will be noted: "Approval of Bond, July 26th, 1924, by the Court."

The letters testamentary are next in order, and while they could be passed by mention and abstracting, it is a good rule or custom to copy them in full to appease the whims and requirements of many attorneys who want them set out.

The executor is required to take an oath to faithfully, impartially and honestly administer the estate and brief mention is made of this by "Oath of Executor, July 26th, 1924, before John Franklin, Judge of Probate Court."

All states have a statutory period of time within which all claims for indebtedness against a deceased person's estate must be presented, usually within two or three years from the date of the issuance of the letters testamentary.

The executor will therefore cause a notice to be published in some newspaper for a number of consecutive weeks as prescribed by statute which will give notice to all concerned that William Smith has been appointed executor of the estate of John Doe, and that all debts and claims against said estate must be presented within two (or three) years from date of said appointment, which was July 26, 1924.

Proof of this notice will be filed by the usual printer's affidavit, the method of showing of which has been described several times in preceding articles of this series.

There is a statutory period for keeping an estate alive in most states and at the end of that time the Executor will petition the court for his discharge, give a report of his administration or a final report for the last year in much the same manner as in

an intestate estate, and the court will give an order of discharge. All of these can be abstracted EXCEPT the order of discharge, which is usually an approval of the court of the entire administration, etc., and should be COPIED IN FULL.

Sometimes large estates are continued by the authorization and appointment of Trustees to conduct the estate after the period of the administration as set by law has elapsed. Their appointment and conduct is prescribed in the will and they cease to be under the exacting statutory jurisdiction and control of the probate court when becoming trustees.

Title to property is passed and evidenced by the will alone when a specific devise and bequest is made, either by directing wording or under the classification of "rest and residue" of an estate.

If real estate is to be sold and no power of sale is granted to the Executor, then it must be done by an order of the probate court, partition or other suit, and this calls for a separate showing of the sale proceedings as shown in other articles.

The real estate of an estate is liable for the debts if there is not enough personal property to pay them, in which event it can be sold to raise the money.

Debts of an estate are considered preferred in the following order: cost of administration and taxes, last sickness and funeral expenses and then other obligations incurred by the deceased in his lifetime.

Usually the testator makes specific bequests of the real estate. Sometimes cash bequests are made, and these are paid from the remainder derived from the personal property after debts are paid from the residue, or if not enough to pay all then as much as there is available to apply.

In abstracting estates, receipts appearing in the files for specific personal property bequests of the distributive shares of all in the closing of the estate should be noted to show that they have been paid, and no such items are liens on the real property.

It is not often that there is a court sale of the real property of an estate because if there is not enough personal to care for the debts and expenses, the heirs usually make the necessary amount to pay them. Some states provide too that a bond can be given to guarantee the payment.

Sometimes too, the testator will

direct that his executor sell certain or all of the real estate.

## Foreign Wills and Estates.

There is another kind of probate record occasioned by the decedent owning property in another county within the same state, or in another state even, than that of his residence. Where this situation exists and there is a sale of real property in that foreign county, it is necessary to establish some record of the estate therein.

Different states have different requirements on this but some parts of the original record of probate must be certified to the county wherein the estate owns property.

If it is an intestate estate and there are sale proceedings to raise money for the payment of debts, then certified or authenticated copies of enough of the estate to show the death, appointment of administrator and his qualifications, petition to sell, etc., will be filed. The appraisers will, of course, be appointed by the court in the county wherein the property is situated, but the balance of the proceeding is usually had in the court of origin and certified copies of the whole thing finally sent to the foreign county.

If the real estate has been sold after the administration, or by joint agreement of the heirs, and evidence is only needed to show that the grantors were the heirs and all of them, an abstract of the estate prepared by an abstracter in the county where the estate was probated or transcripts from the probate court (abstracters should patronize each other however) can be attached to the abstract prepared in the county where the land is situated and constitute sufficient evidence.

In testate estates a copy of the will must be certified to the county wherein the real estate is situated to show to whom the land was specifically bequeathed or directions given to the executor to sell it. The different states require other material to be sent along to complete the record in the foreign county.

When these certified copies are filed in the various distant counties, a petition is made to the court that they be admitted, and then an order given granting said petition. This petition and order must be shown in the abstract of the case, but both can be abstracted.

Other of the various documents can be abstracted too as enumerated herein, but the will is always COPIED IN FULL.

## The Association Office Maintains an EMPLOYMENT BUREAU

If in need of competent office assistants, state needs, necessary qualifications and salary.

If you desire a position, send information about age, married or single, experience, qualifications, choice of location and salary expected.

## THE MISCELLANEOUS INDEX

### *Items of Interest About Titlemen and the Title Business*

A most attractive advertising booklet has been issued by The Monmouth Title Co., Freehold, N. J. Its appearance and make-up creates interest and demands immediate attention. It tells interesting things about the company, title service and title matters.

A recent issue of Rotary's publication, "The Rotarian" contains a fine article by Lewis Fox, of the Home Abstract Co., Fort Worth, Tex. It is entitled "Rotary Friend X," and tells of an idea for getting acquainted and forming friendships originated by a Rotarian of Waco, Tex.

The Chicago Title & Trust Co. recently issued and distributed a reproduction of the interesting and well known will of Charles Lounsbury. This reproduction is a replica of the original, gotten up in antique style.

The Chicago Title & Trust Co., announces the appointment of Mr. Holman D. Pettibone as Trust Officer. His election is significant of the enlargement of this department and the provision of greater facilities for service.

The Union Title & Guaranty Co., of Detroit, announces additional affiliations with local abstracters in the state for the issuance of title insurance. The company started on its plan of expansion a short time ago and has completed arrangements to date in nine counties.

The Dilworth Abstract Co., Waco, Tex., prints the following in prominent style on its certificate:

"Owners of this plant are members of The Texas Abstracters Association, The American Title Association, and the Texas Bar Association. In the preparation of work it is our constant aim to conform to the codes and high standards of these respective associations and constructive criticism designed to improve the quality of our work is cordially invited from Title Examiners and those for whom abstracts are prepared."

The Albright Title & Investment Co., Newkirk, Oklahoma (Roy Johnson, Secy.), announces the acceptance of a "Trust Charter" under the Oklahoma Laws, which will enable them to serve their clientele better and more completely, and a change of name to The Albright Title & Trust Co.

In addition to their former departments which were four, abstracts, mortgage loans, investments and insurance, they are now enabled to also conduct a general trust business, es- crows, title guarantees,

The firm was established in 1889 and has had a steady and interesting growth. Officers of the new organization are, C. A. Johnson, President; Roy S. Johnson, Vice President and Secretary; Luther M. Miller, Associate Secretary. The capital and surplus is \$158,000.00.

An interesting and laudable career of service is represented by Mr. John S. Rolls who has been in the employ of the City Title Insurance Co., San Francisco, for many years. Mr. Rolls recently passed his eighty-ninth birthday and is still an active worker in the company.

There is more to marvel and admire in his career in knowing that he begins work each morning at 8 o'clock and never stops until the closing hour, 5 o'clock.

McCune Gill has prepared a digest and explanation of Missouri Cases on Perpetuities and Restraints on Alienation. This has been prepared in pamphlet form and distributed.

Needless to say there is much value and help in having this available for title work in Missouri.

California Pacific Title Insurance Company has qualified to do a trust business in connection with its title insurance business. Incorporated in 1886 as California Title Insurance & Trust Company with a capital stock of \$250,000.00, one of the first companies organized in San Francisco to do a trust business, it continued the trust feature until 1913 when owing to increase in title insurance business the trust department was discontinued. Now organized with a capitalization of \$2,000,000.00 and assets of over \$2,500,000.00, it has qualified with the Superintendent of Banks to resume its trust department, finding that many real estate transactions which it handles involve details falling within the requirements of a trust department and beyond the ordinary scope and powers of a title company. The name will be changed to California Pacific Title & Trust Company and the department will be under the direction of Benj. J. Henley, Executive Vice-President, as Trust Officer, and Harry Geballe, as Assistant-Trust Officer. Pending the change of name both the title department and the trust department will be conducted under the present name.

The advertising exhibit at Atlantic City showed many attractive booklets used to describe the functions and services of various companies.

One of the very attractive ones was

that of the Norristown-Penn Trust Co., Norristown, Pennsylvania. It is entitled "A Little Journey Thru" and takes the reader and observer through the institution by illustrations beginning with the entire building, then the "front door" and into all departments.

This company has a spacious and most modern new home and the booklet appropriately describes the services of the company and the facilities for rendering them.

Another company uses a similar medium of publicity and story telling that immediately attracts the observer's attention. It is the Westchester Title & Trust Co., White Plains, New York, and is entitled "Under One Roof." It, too, begins by picturing the company's building and then entering the front door, takes the reader on a journey through the various departments.

Herb Feehan, Secretary-Treasurer of the United States Abstract & Surety Co., Albany, N. Y., gave convention visitors a nice little memento in a scratch pad and note book, very attractively gotten up in the form of a certificate of title.

Of the many things on display at the convention that attracted a great deal of interest and notice were facsimiles of the policies issued on the Woolworth Building by the Title Guarantee & Trust Co., New York, in 1924.

The owner's policy was in favor of the Woolco Realty Corporation in the sum of \$11,000,000.00 and a mortgage policy in favor of the prudential Insurance Co. of America for \$7,000,000.00.

These two policies would probably stand an excellent chance of being prize winners in a contest for those of the highest amount ever issued.

The Florida Title Insurance Co. of Miami, with branches in other cities of the state, announces the election of Chas. C. Schnatterbeck as Secretary.

Mr. Schnatterbeck was formerly a specialist in the Liquidation Claims Division of the United States Railroad Administration and a national councillor of the Chamber of Commerce of the United States at Washington, D. C.

Judge Cornelius Doremus, President of the New Jersey Title Association addressed the students of the New Jersey Law School, Newark, recently on the subject of "Wills."

He outlined the history of wills from ancient times to the present, stressed the responsibility one had in drawing another's will, and gave incidents of expensive litigation and tragic results from certain wills.

The Washington Title Insurance Company has recently purchased outright the Snohomish County Abstract Company, of Snohomish County,

## 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.)

Washington, of which Everett, a city of forty thousand people, is the county seat; and also the Woodward Abstract Company, of that city. The two companies have been consolidated under Mr. T. E. Skaggs, formerly Secretary of the Snohomish County Abstract Company, as Manager, with Mr. Frank T. Woodward, of the Woodward Abstract Company, associated with him. Mr. H. L. Oldfield, for many years President of the Snohomish County Abstract Company, is retiring from active business.

The new company will act as agent for the issuance of policies of title insurance in behalf of the Washington Title Insurance Company, in Snohomish County, which immediately adjoins Seattle on the north. Seattle is fast extending north into Snohomish County, and in order that title insurance service may be made available to people who deal in real estate and mortgages in Snohomish County and have become accustomed to title insurance service, which is almost universal in King County, it seemed necessary to make this move.

John M. Kenney, energetic secretary of the Wisconsin Title Association, was given an expression of appreciation of his good work in the Wisconsin Association sending him to the Atlantic City Convention.

He issued a bulletin upon his return home and told in an interesting way his impressions of the meeting, things particularly observed, and gave a good write-up of the convention in general.

Mr. Kenney's appearance at Atlantic City shows that the American Title Association has been in existence for such a length of time as to bring a second generation into appearance. His father, John T. Kenney, will be remembered by many as one of the founders and pioneer workers of the national organization, he having been present at the organization meeting in 1907 and President in 1912-1923.

### MAKING IT CLEAR.

The salesman put on his most seductive smile as the waitress glided up to his table in a Chicago hotel dining room and remarked:

"Nice day, little one."

"Yes, it is," she replied. "And so was yesterday and my name is Ella and I know I'm a pretty girl and have blue eyes and I've been here quite a while and I like the place and don't think I'm too nice a girl to be working here."

"My wages are satisfactory and I don't think there's a show or a dance in town tonight, and if there was I wouldn't go with you anyway. I'm from the country and I'm a respectable girl and my brother is the cook in this hotel and he was a college football player and weighs three hundred pounds."

"Last week he pretty nearly ruined a twenty-five dollar a week salesman who tried to make a date with me."—The Red Seal,



Here is one of the "loudspeakers" used by the Land Abstract & Trust Co., to tell it to those entering the business district of Cleveland. Its location is at a strategic point where traffic is bottled. The appearance is so attractive as to make observers lose any impression that it is a sign.

There are enough uncertainties about trading in lands, without guessing at the title. Be on the safe side. Demand an Abstract of Title.

**THE HUBBARD ABSTRACT COMPANY**

GREAT FALLS, MONTANA

Complete Abstract Records of All Lots and Lands in Cascade County, Montana

How "Cal" Hubbard used an order as a good publicity medium. Suitable for blotters, sign boards, pamphlet or newspaper use,

THIS CERTIFIES THAT

OF \_\_\_\_\_ ISA MEMBER OF

The American Title Association



1927

*Edward W. Jeff* TREASURER  
*Richard B. Hall* EXECUTIVE SECRETARY

## THE AMERICAN TITLE ASSOCIATION MEMBERSHIP CERTIFICATE

This is the Certificate of Membership given all members to signify their affiliation with the national association.

Any picture frame shop can make an attractive frame with removable back in which each year's cards can be inserted. Such a frame adds to the already attractive appearance of the card.

The state secretaries have been furnished with a supply of these Certificates to send to the state association members upon receipt of their 1927 dues.

Secure a frame for your Certificate and hang it in a prominent place in the office.

### SOME INTERESTING FACTS DISCLOSED BY A SURVEY ON ABSTRACT CHARGES.

The following paragraphs are found in a report of a survey made by one of the state title associations on prices and customs among the abstracters of the various counties.

"A number of counties report curb stone abstracters. I do not believe it is necessary to cut rates or give commissions to combat this evil. The curbstoner will lose prestige and business when you disregard him and attend to your own affairs, charge rates to earn a reasonable return on your investment put up the prosperous appearance you should and by giving the best service possible.

"Some companies do not segregate their certificate charge from that for the search. It is noticed that the companies which do not segregate their certificate charge from that for the search are receiving considerable less for their services than the companies which do, as the charge for the certificate runs about the same, with or without the judgment, tax and assessment search. It seems that the certificate is a separate and distinct item in itself and the charge for same should not include any searches whatever.

"You are entitled to a certificate charge by reason of having and maintaining a tract index of your own, and

being able to certify that you have shown all matters of record in the offices covered by your certificate.

"The charge for the judgment searches should be made and based on the number of names covered as the liability of error increases with each name. Tax searches should likewise be based upon the number of years included and covered by the search.

"In regard to duplicate copies, it appears that the majority of companies charge one-half for the second copy. It is believed that this should be raised to a charge of two-thirds for the second copy and one-third for the third, or three for the price of two, double the cost of one. It is just as easy to get two-thirds as one-half and you know you are entitled to it. Every copy made keeps you from making a complete abstract later on and the only saving by making copies is the expense of typewriting.

"Do not make a large number of abstracts at a low price. Several months ago one company made seventy-five complete abstracts at \$1.00 each, the client paying the cost of printing.

"Some companies do not itemize their bills to clients unless requested to do so. The bill is figured at current rates but made out in a lump sum and the theory is that this is the best system of billing. When you itemize your bills you charge so much per instrument, from \$1.00 on up, and for other visible

items, but make no charge for service and service is the most expensive part of the abstract. It is no wonder your client feels as if he were being overcharged. If you were to segregate your charges and include your charge for services, then the charge for each instrument would be considerably less and there would be no cause for complaint. By lumping, the services rendered are included in charges for matters shown in the abstract."

### UNIFORM MORTGAGE ACT TO RECEIVE FURTHER CONSIDERATION PREPARATORY TO RECOMMENDATION FOR ADOPTION.

Endorsed by National Real Estate Convention at Tulsa.

The National Conference of Commissioners on Uniform Laws unanimously voted to put the Uniform Mortgage Act back on the calendar, to recreate the Mortgage Committee and to refer the proposition to the committee for a sixth draft to be reported on next year. This was done at the meeting of the conference in its annual session held in Denver, July 8.

It was not thought wise to put the Act up for final adoption this year, but prospects are favorable for adoption next one.

The National Association of Real Estate Boards passed a strong resolution in favor of the adoption of this proposal at its convention held in Tulsa recently.

### ISSUES VALUABLE DIRECTORY AND BOOK ON RECENT LAWS.

The New York State Title Association has issued a fine new directory of its membership. It has also published and distributed a booklet showing the recent laws enacted by the state legislature and of interest to the title business. Several of these laws tending to benefit property owners and make necessary changes in already existing laws pertaining to real estate were initiated by the title association. The booklet describes these laws and the reasons they were presented.

The New York State Title Association is another one of the state associations who the land owners and those interested in real estate owe a sincere gratitude for the work done in bettering their local land laws.

Optimism is the courage to speak of "my car" in the face of five payments yet to be met, a chattel mortgage, a garage bill, and license-tag time almost due.

Live snakes were used in a recent ballet. But calves still remain the most important zoological feature of these performances.

She—"Would you love me any better if I had a million dollars?"

He—"Certainly not. I'd be thinking so much about the million I'd hardly think of you at all."

# The American Title Association

## Officers, 1926-1927

### General Organization

#### President

J. W. Woodford, President, Lawyers and Realtors Title Insurance Co., Seattle, Wash.

#### Vice-President

Walter M. Daly, President, Title & Trust Co., Portland, Ore.

#### Treasurer

Edward C. Wyckoff, Vice-Pres.

Fidelity Union Title & Mortgage Guaranty Co., Newark, N. J.

#### Executive Secretary

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

#### 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 1927.

Henry J. Fehrman, Omaha, Neb. Atty. Peters Trust Co.  
J. L. Chapman, Cleveland, O. Secy. Land T. Abst. & Trust Co.  
Henry B. Baldwin, Corpus Christi, Tex., Pres. Guaranty Title Co.

#### Term Ending 1928.

Fred P. Condit, New York City. Vice-Pres. Title Guarantee & Tr. Co.  
M. P. Bouslog, Gulfport, Miss. Pres. Miss. Abst. Title & Grty. Co.  
Donzel Stoney, San Francisco, Cal. Exec. V.-Pres. Title Ins. & Grty. Co.

## Sections and Committees

#### Abstracters Section.

Chairman, James S. Johns, Pendleton, Ore.

President, Hartman Abstract Co. Vice-Chairman, Verne Hedge, Lincoln, Neb.

Secretary, J. R. Morgan, Kokomo, Ind. President, Johnson Abstract Co.

#### Title Insurance Section

Chairman, Wellington J. Snyder, Philadelphia, Pa.

Title Officer, North Philadelphia Trust Co.

Vice-Chairman, Henry J. Davenport, Brooklyn, N. Y. President, Home Title Insurance Co.

Secretary, Edwin H. Lindow, Detroit, Mich. Vice-President, Union Title & Guaranty Co.

#### Title Examiners Section

Chairman, John F. Scott, St. Paul, Minn.

Attorney, Guardian Life Bldg.

Vice-Chairman, Edward O. Clark, Newark, N. J. Assistant Solicitor, Prudential Ins. Co. of America.

Secretary, Guy P. Long, Memphis, Tenn. Title Officer, Union & Planters Bank & Trust Co.

#### Program Committee, 1927 Convention

J. W. Woodford (The President), Chairman, Seattle, Wash.

Wellington J. Snyder (Chairman, Title Insurance Section), Philadelphia, Pa.

James S. Johns (Chairman, Abstracters Section), Pendleton, Ore.

John F. Scott (Chairman, Title Examiners Section), St. Paul, Minn.

Richard B. Hall (the Executive Secretary), Kansas City, Mo.

General Chairman, Noonday Section Conferences, 1927 Convention.

Harry C. Bare, Ardmore, Pa. Vice-President, Merion Title & Trust Co.

#### Committee On Publications

J. W. Woodford (the President), Chairman, Seattle, Wash.

Henry J. Fehrman (the Retiring President), Omaha, Neb.

Richard B. Hall (the Executive Secretary), Kansas City, Mo.

#### Committee On Organization and Membership Extension.

Forrest M. Rogers, Chairman, Wellington, Kas.

Secretary, Rogers Abstract & Title Co.

The President and Secretary of each of the State Title Associations constitute the other members of this committee.

#### Committee On Constitution and By-Laws.

Henry R. Chittick, Chairman, New York City.

Solicitor, Lawyers Title & Guaranty Co.

M. P. Bouslog, Gulfport, Miss. President, Mississippi Abstract, Title & Guaranty Co.

E. J. Carroll, Davenport, Iowa. Attorney, Davenport Abstract Co.

#### Committee On Advertising.

Tom Dilworth, Chairman, Waco, Tex.

President and Attorney, Dilworth Abstract Co.

W. H. Pryor, Duluth, Minn. Secretary, Pryor Abstract Co.

Arthur C. Longbrake, Toledo, O. President, Real Estate Abstract Co.

Edwin H. Lindow, Detroit, Mich. Vice-President, Union Title & Guaranty Co.

Pearl Koontz Jeffreys, Columbus, Kas.

#### Committee On Cooperation

Paul D. Jones, Chairman, Cleveland, O.

Vice-President, Guarantee Title & Trust Co.

V. E. Phillips, Kansas City, Mo. Attorney, Proctor & Phillips.

Frank T. Ewing, New York City. Attorney, Metropolitan Life Insurance Co.

E. D. Schumacher, Richmond, Va. President, Title Insurance Co. of Richmond.

J. M. Dall, Chicago, Ill. Vice-President, Chicago Title & Trust Co.

Sydney A. Cryor, Spokane, Wash. Attorney, Federal Land Bank.

Cornelius Doremus, Ridgewood, N. J. President, Fidelity Title & Mortgage Guaranty Co.

#### Judiciary Committee

Lloyd Axford, Chairman, Detroit, Mich.

Special Counsel, Union Title & Guaranty Co.

William Webb, Bridgeport, Conn. Vice-President, Bridgeport Land & Title Co.

Richard P. Marks, Jacksonville, Fla.

Vice-President, Title & Trust Co. of Florida.

Tom W. Massey, San Antonio, Tex.

Manager, Bexar Abstract Co.

Stuart O'Melveny, Los Angeles, Cal. Executive Vice-President, Title Insurance & Trust Co.

John E. Martin, St. Paul, Minn. Attorney, Federal Land Bank.

Mark R. Craig, Pittsburgh, Pa. Title Officer, Potter Title & Trust Co.

#### Legislative Committee

Wayne P. Rambo, General Chairman, Philadelphia, Pa.

Special Counsel, Market Street Title & Trust Co.

#### District No. 1.

New Jersey, Wm. S. Casselman, Chairman, Camden.

Pres. West Jersey Title & Guaranty Co.

New York, Herbert J. Feehan, Albany.

Secy.-Treas., U. S. Abstract & Surety Co.

Connecticut, Carleton H. Stevens, New Haven.

Secy., New Haven Real Estate Title Co.

Rhode Island, Walter H. Van Dyke, Providence.

Title Guaranty Co. of Rhode Island.

Massachusetts, Francis X. Carson, Springfield.

Title Insurance & Mortgage Guaranty Co.

#### District No. 2.

Pennsylvania, Lester E. Pfeifer, Philadelphia.

Title Officer, Chelton Trust Co.

West Virginia, D. N. Mohler, Charleston.

C-o Morton, Mohler & Peters, Attys.

Virginia, Beverly H. Davis, Richmond.

Vice-President, Title Insurance Co. of Richmond.

#### District No. 3.

Florida, Eugene D. Dodge, Chairman, Miami.

Mgr. Dade Co. Abst. Title Ins. & Trust Co.

North Carolina, D. W. Sorrell, Durham.

South Carolina, Edward P. Hodges, Palmetto Bldg., Columbia.

Georgia, William J. Davis, Atlanta.

Pres., Atlanta Title & Trust Co.

#### District No. 4.

Tennessee, J. R. West, Chairman, Nashville.

Vice-Pres., Guaranty Title Trust Co.

Kentucky, Charles A. Haerberle, Louisville.

Secy., Louisville Title Co.

Ohio, O. L. Pealer, Warren.

Pres., Warren Guaranty Title & Mortgage Co.

Indiana, Charles E. Lambert, Rockville.

Pres., Lambert Title Co.

#### District No. 5.

Louisiana, Lionel Adams, Chairman, New Orleans.

Union Title Guarantee Co.

Alabama, James W. Goodloe, Mobile.

Asst.-Secy., Title Insurance Co.

Mississippi, W. R. Barber, Gulfport.

Secy., Miss. Abst. Title & Guaranty Co.

#### District No. 6.

Arkansas, Elmer McClure, Chairman, Little Rock.

Pres., Little Rock Abst. & Grty. Co.

Missouri, James M. Rohan, St. Louis.

Pres., St. Louis County Land Title Co.

Illinois, H. F. Payton, Springfield.

Secy., Sangamon County Abstract Co.

#### District No. 7.

North Dakota, A. J. Arnot, Chairman, Bismarck.

Pres., Burleigh County Abstract Co.

Minnesota, W. S. Jenkins, Minneapolis.

Pres., Real Estate Title Insurance Co.

Wisconsin, John M. Kenny, Madison.

Dane Abstract of Title Co.

Michigan, W. F. Angell, Detroit.

Trust Officer, Fidelity Trust Co.

#### District No. 8.

South Dakota, R. G. Williams, Chairman, Watertown.

Secy. Southwick Abstract Co.

Iowa, Geo. H. Whitcomb, Northwood.

Nebraska, Alfred L. Hanson, Fremont.

Secy., J. F. Hanson & Son.

Wyoming, R. M. Lamont, Cheyenne.

Pres., Pioneer Title & Loan Co.

#### District No. 9.

Kansas, Fred T. Wilkin, Chairman, Independence.

C. A. Wilkin & Co.

Oklahoma, Roy S. Johnson, Newkirk.

Vice-Pres., Albright Title & Trust Co.

Colorado, J. Emery Treat, Trinidad.

Mgr. Trinidad Abstract & Title Co.

New Mexico, J. M. Avery, Santa Fe.

Avery-Bowman Co.

#### District No. 10.

Texas, Alvin S. Moody, Houston.

Pres., Texas Abstract Co.

#### District No. 11.

California, W. P. Waggoner, Chairman, Los Angeles.

Vice-Pres., California Title Ins. Co.

Utah, Alex E. Carr, Salt Lake City.

Nevada, A. A. Hinman, Las Vegas.

Pres., Title & Trust Co. of Nevada.

Arizona, Louis J. Taylor, Phoenix.

Trust Officer, Phoenix Title & Trust Co.

#### District No. 12.

Washington, W. H. Winfree, Chairman, Seattle.

Pres., Kings County Title Co.

Oregon, G. F. Peek, Portland.

Secy., Union Abstract Co.

Montana, W. B. Clark, Miles City.

Pres., Custer Abstract Co.

Idaho, Henry J. Wall, Twin Falls.

## State Associations

### Arkansas Land Title Association

President, Elmer McClure, Little Rock.  
Little Rock Abst. & Grty. Co.  
Vice.-Pres., J. A. Stallcup, Hot Springs.  
Arkansas Trust Company.  
Vice.-Pres., NE Dist. Will Moorman, Augusta.  
Vice.-Pres., NW Dist. G. S. McHenry, Conway.  
Vice.-Pres., SE Dist. M. K. Boutwell, Stuttgart.  
Vice.-Pres., SW Dist. A. J. Watts, Camden.  
Treasurer, Mrs. Stella Parish, Arkansas City.  
Secretary, Bruce B. Caulder, Lonoke.  
Lonoke Real Estate & Abst. Co.

### California Land Title Association.

President, Benj. J. Henley, San Francisco.  
California-Pacific Title Ins. Co.  
1st V. Pres., Stuart O'Melveny, Los Angeles.  
Title Insurance & Trust Co.  
2nd V. Pres., Jarvis Streeter, Fresno.  
San Joaquin Abstract Co.  
3rd V. Pres., Morgan LaRue, Sacramento.  
Sacramento Abst. & Title Co.  
Secy.-Treas., Frank P. Doherty, Los Angeles.  
Merchants Natl. Bank Bldg.

### Colorado Title Association

President, H. C. Hickman, Boulder.  
The Record Abst. of Title Co.  
Vice.-Pres., C. M. Hurlbut, Castle Rock.  
The Douglas County Abst. Co.  
Treasurer, Anna E. Allen, Denver.  
The Jefferson Co. Title Co.  
Secretary, Edgar Jenkins, Littleton.  
The Arapahoe Co. Abst. & Title Co.

### Florida Title Association

President, Richard P. Marks, Jacksonville.  
Title & Trust Co. of Florida.  
Vice-President, C. A. Vivian, Miami.  
Florida Title Co.  
Vice-President, Allan I. Moseley, Fort Myers.  
Lee County Bank Title & Trust Co.  
Secretary-Treasurer, Geo. S. Nash, Orlando.  
Nash Title Co.  
Assistant Secretary, Mia Beck, Orlando.  
Central Florida Abst. & Title Grty. Co.

### Idaho Title Association

President, Henry Ashcroft, Payette.  
Payette County Abst. Co.  
Vice.-Pres., A. E. Beckman (S. E. Division),  
Pocatello.  
Pocatello Title & Trust Co.  
Vice.-Pres., E. L. Shaw (S. W. Division),  
Caldwell.  
Canyon Abst. & Title Co.  
Vice.-Pres., O. W. Edmonds (Northern Division),  
Coeur d'Alene.  
Fanhandle Abst. Co.  
Secy.-Treas., Karl L. Mann, Emmett,  
Gem County Abst. Co.

### Illinois Abstracters Association

President, Lynn R. Parker, Lincoln.  
Vice-President, W. A. McPhail, Rockford.  
Holland-Ferguson Co.  
Secretary, Harry C. Marsh, Tuscola.  
Douglas County Abstract & Loan Co.  
Treasurer, Florence Beard, Pittsfield.  
Pike Co. Abstract Co.

### Indiana Title Association

President, R. W. Miles, Martinsville.  
Morgan Co. Abstract Co.  
Vice.-Pres., Earl W. Jackson, South Bend.  
Indiana Title & Loan Co.  
Secy.-Treas., Chas. E. Lambert, Rockville.  
Lambert Title Co.

### Iowa Title Association

President, O. N. Ross, Orange City.  
Sioux Abstract Co.  
Vice-President, Ralph B. Smith, Keokuk.  
Secretary, John R. Loomis, Red Oak.  
Loomis Abstract Co.  
Treasurer, Mary A. Matt, Boone.  
Boone County Abst. Co.

### Kansas Title Association

President, Robt. B. Spilman, Manhattan.  
Vice.-Pres., Forrest M. Rogers, Wellington.  
Rogers Abst. & Title Co.  
Secy.-Treas., Fred T. Wilkin, Independence.  
Security Abst. Co.

### Louisiana Title Association

President, R. B. Hill, Benton.  
Bossier Abst. & Title Co.  
Vice.-Pres., Frank Suddoth, Crowley.  
Secretary, R. A. Querbes, Shreveport.  
Caddo Abst. Co.  
Treasurer, N. K. Vance, Alexandria.  
La. Title & Mort. Co.

### Michigan Title Association

President, Ray Trucks, Baldwin.  
Lake County Abst. Co.  
Vice.-Pres., W. J. Abbott, Lapeer.  
Lapeer County Abst. Office.  
Treasurer, Herbert W. Goff, Adrian.  
Lenawee County Abst. Co.  
Secretary, J. E. Sheridan, Detroit.  
Union Title & Grty. Co.

### Minnesota Title Association

President, V. E. Erickson, Aitkin.  
Aitkin Co. Abst. Co.  
Vice.-Pres., C. E. Tuttle, Hastings.  
Secy.-Treas., E. D. Boyce, Mankato.  
Mgr., Blue Earth Co. Abst. Co.

### Missouri Title Association

President, James M. Rohan, Clayton.  
St. Louis County Land Title Co.  
Vice.-Pres., C. S. Hotaling, Linneus.  
Linn County Abst. Co.  
Secy.-Treas., T. S. Simrall, Boonville.  
Cooper County Abst. Co.

### Montana Title Association.

President, W. B. Clarke, Miles City.  
Custer Abstract Co.  
1st V. Pres., C. C. Johnson, Plentywood.  
Sheridan County Abst. Co.  
2nd V. Pres., James T. Robison, Choteau.  
Teton County Abstract Co.  
3rd V. Pres., Margaret M. Egan, Stanford.  
Judith Basin County Abst. Co.  
Secy.-Treas., C. E. Hubbard, Great Falls.  
Hubbard Abstract Co.

### Nebraska Title Association

President, Edward F. Daugherty, Omaha.  
Federal Land Bank.  
Vice.-Pres., 1st Dist. S. Stewart, Tecumseh.  
Vice.-Pres., 2nd Dist. Alfred L. Hanson, Fremont.  
Vice.-Pres., 3rd Dist. John M. McAllister,  
Neligh.  
Vice.-Pres., 4th Dist., Joel Hansen, Osceola.  
Vice.-Pres., 5th Dist. F. L. Youngblood, Hastings.  
Vice.-Pres., 6th Dist. J. G. Leonard, Broken  
Bow.  
Secy.-Treas., Guy E. Johnson, Wahoo.  
Hamilton & Johnson.

### New Jersey Title Association

President, Cornelius Doremus, Ridgewood.  
Pres. Fid. Title & Mort. Grty. Co.  
1st V.-Pres., William S. Casselman, Camden.  
West Jersey Title Ins. Co.  
2nd V.-Pres., Frederick Conger, Hackensack.  
Peoples Tr. & Grty. Co.  
Secretary, Stephen H. McDermott, Freehold.  
Monmouth Title Co.  
Treasurer, Arthur Corbin, Passaic.  
Grty. Mort. & Title Ins. Co.

### New York State Title Association

President, Henry J. Davenport, Brooklyn.  
Home Title Insurance Co.  
Vice.-Pres., George B. Davenport, Brooklyn.  
(Southern Section), 203 Montague St.  
Vice.-Pres., Clarence B. Kilmer, Saratoga  
Springs.  
(Central Section.)  
Vice Pres., W. R. Campbell, Bath.  
(Western Section.)  
Empire St. Abst. Corp.  
Treasurer, Fred P. Condit, New York.  
176 Broadway, Title Gr. & Tr. Co.  
Secretary, S. H. Evans, New York.  
149 Broadway.

### North Dakota Title Association.

President, John L. Bowers, Mandan.  
Mandan Abstract Co.  
Vice President, Geo. B. Vermilya, Towner.  
McHenry County Abst. Co.

Secy.-Treas., A. J. Arnot, Bismarck.  
Burleigh County Abst. Co.

### Ohio Title Association

President, Theodore Kemp, Jr., Newark.  
Vice.-Pres., Carl H. Beckman, Toledo.  
Real Estate Abst. Co.  
Secy.-Treas., Geo. N. Coffey, Wooster.  
Wayne Co. Abst. Co.

### Oklahoma Title Association

President, Vera Wignall, Pauls Valley, Guaranty Abstract Co.  
Vice.-Pres., Howard Searcy, Wagoner, Wagoner Co. Abst. Co.  
Vice.-Pres., J. W. Banker, (N. E. Dist.) Tahlequah.  
Vice.-Pres., S. J. Bardsley, (S. E. Dist.), Atoka.  
Vice.-Pres., Addie Lofton, (S. W. Dist.) Purcell.  
Vice.-Pres., Mrs. A. D. Jones, (N. W. Dist.) Sayre.  
Sec.-Treas., Hugh Ricketts, Muskogee, Guaranty Trust Co.

### Oregon Title Association

President, Walter M. Daly, Portland.  
Title & Trust Co.  
1st Vice.-Pres., R. T. Yates, The Dalles.  
The Dalles & Wesco County Abst. Co.  
2nd Vice.-Pres., Geo. H. Crowell, Albany.  
Linn County Abst. Co.  
Secy.-Treas., F. E. Raymond, Portland.  
Pacific Abstract & Title Co.

### Pennsylvania Title Association

President, John E. Potter, Pittsburgh.  
Pres. Potter Title & Trust Co.  
Vice.-Pres., John E. Umsted, Philadelphia.  
Con.-Equitable Title & Tr. Co.  
Secretary, Harry C. Bare, Ardmore.  
Merion Title & Tr. Co.  
Treasurer, John H. Clark, Chester.  
Delaware Co. Tr. Co.

### South Dakota Title Association.

President, Fred Watz, Milbank.  
Consolidated Abstract Co.  
Vice President, John Claymore, Huron.  
Beadle County Abst. & Title Co.  
Secretary-Treas., Paul M. Rickert, Sisseton.  
Roberts County Abst. Co.

### Tennessee Title Association.

President, Guy P. Long, Memphis, Union & Planters Bank & Trust Co.  
Vice.-Pres., B. W. Beck, Chattanooga, Title Guaranty & Trust Co.  
Sec.-Treas., H. N. Camp, Jr., Knoxville, Commercial Bank & Trust Co.

### Texas Abstracters Association.

President, J. Grover Wells, San Antonio.  
San Antonio Abst. & Title Co.  
Vice President, L. L. Bristol, Dallas.  
Dallas Title Guaranty Co.  
Secretary, M. Tucker Wells, San Antonio.  
San Antonio Abst. & Title Co.

### Washington Title Association

President, Joseph E. Hunt, Spokane.  
Northwestern Title Ins. Co.  
Vice.-Pres., C. H. Groth, Bellingham.  
Whatcom Co. Abst. Co.  
Secy.-Treas., Robt. W. Elwell, Olympia.  
Thurston Co. Abst. Co.

### Wisconsin Title Association.

President, W. H. Hardy, Jr., Waukesha.  
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