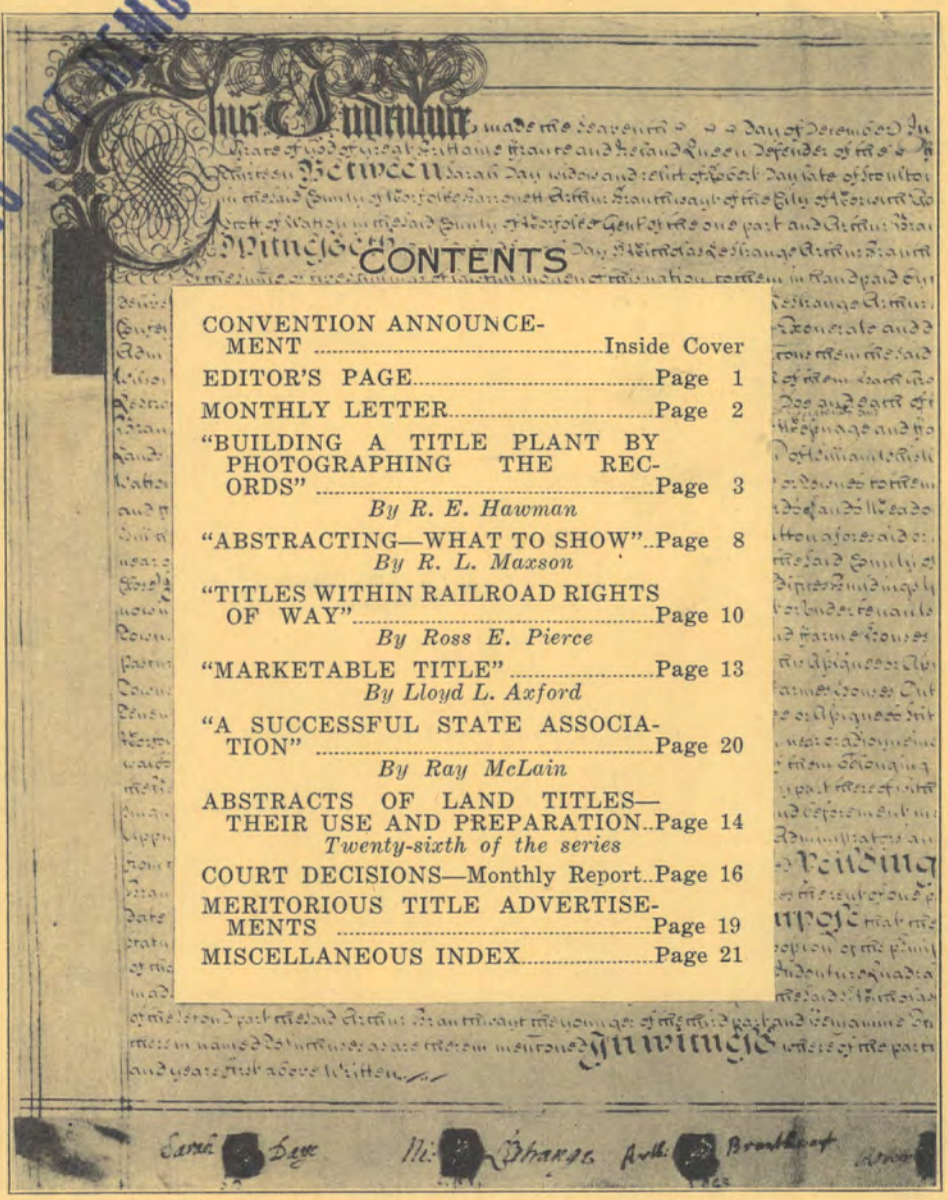
Title News

Vol. 6 *JUNE, 1927* *No. 5*



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Be On Deck

to partake of all the pleasures that await you at the 1927 American Title Association Convention at Detroit. Ride on palatial steamers plying between downtown Detroit and Belle Isle, the most beautiful island in the world devoted to public recreation.

The ride is not just a boat trip—it's an exhilarating excursion among the scenic wonders of the most talked about city in America.

You thrill to myriad river activities. You race with the endless march of 600-foot freighters.

Come to the American Title Convention and discover for yourself how delightfully business may be mixed with pleasure for your enjoyment.

Convention Briefs

Enjoy the Business Sessions and the
Golf
Dance
Banquet
Moonlight
Trip Around Detroit
Visit to Ford Plant and other Features

AMERICAN TITLE ASSOCIATION

CONVENTION at DETROIT

August 30 and 31 ~ September 1 and 2

TITLE NEWS

A publication issued monthly by

The American Title Association

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Editor's Page

An extra effort has been expended to make this issue of TITLE NEWS the most interesting ever. It is chock-full of good things and should be read and digested from cover to cover. There are five special articles and the rest of the text matter presents many items of interest and use.

It is promised, too, that you can look forward to future issues. Some mighty fine things are on hand and in the process of preparation, and each from the mind of an authority. Every phase and problem of the business will be presented.

Titlemen have evidenced a great deal of interest in the photographic system of building a title plant and using this process for daily take-offs. R. E. Hawman has been an abstracter most of his life, recently organized the Fidelity Title Co. at Wichita, Kansas, and built a complete plant "from the ground-up" by this system.

His article recounts his experience and observations and will interest every reader.

Every abstracter is eager to know how the other fellow does his work. R. L. Maxson, of the Urbana office of the Champaign County Abstract Co., is not only one of the pioneer abstracters of Illinois, but one of the pioneers of the national association. He has prepared two articles on the mechanics of abstracting, and this first one is full of good suggestions.

There has always been a feeling that a railroad title was pretty much a matter of fact and well established, but lately several things have appeared, particularly in places where there has been oil or mineral development within present or on old rights-of-ways.

Ross Pierce is one of the recognized titlemen of the country, and has been fighting special and complicated titles all his life. Those are about the only kind they have in his territory. His article in this month's issue is a particularly valuable thing to have available.

The author is a pioneer titleman of Sacramento, California, and is now building a new plant there, which will be known as the Fidelity Title Insurance Co.

Every now and then we are fortunate in being able to print an article by Lloyd L. Axford, Special Counsel of the Union Title & Guaranty Co., Detroit. His subjects are treated in both the legal and practical aspect, making them extremely valuable.

Some very pertinent conclusions are reached in his presentation of "Marketability."

The abstract business in Oklahoma is conducted upon a dignified, profitable and high order of things. The people of that state have been benefited by the activities of the Oklahoma Title Association, one of the most active of the state organizations.

Some of the things it has done that could be followed by others are explained by Ray McLain, Vice President of the American National Co., Oklahoma City, a former President of the Oklahoma Title Association, and the first Chairman of the Abstracters Section of the national organization.

Don't forget to begin planning early so you can attend the national convention to be held in Detroit late this summer. It is going to be the greatest ever. A wonderful program will be given and the July TITLE NEWS will tell you all about it. There is going to be a record breaking crowd and no effort will be spared to provide a most enjoyable time for the visitors.

Detroit is very accessible, centrally located, and should draw from the entire country.

Every member of the association should be there. Make up your mind to go and then do it.

Look the advertisements over appearing in these columns. They present things of special use to title people. Patronize these concerns who are supporting us.

The American Title Association

OFFICE OF EXECUTIVE SECRETARY
TITLE & TRUST BLDG.
KANSAS CITY, MO.

June 10, 1927

Fellow Titlemen:

This is the season for state conventions. Five of them will be held during the month of June, and six in July. Extra efforts are being expended by each of them to make the 1927 meeting the best in their local organization's history. It is very apparent that there is a greater interest in the state title associations than ever before, and this is evidenced by the increased activities of all of them during the past year, by the commendable work done by the state officials, and the splendid support given by the memberships.

These annual conventions are the culmination of the years activities, and the major event in each association's affairs. They provide the occasion for the titlemen of each state to mingle together, discuss their own particular affairs and problems, determine and put into action the things necessary to accomplish the needed, and bring innumerable other interesting reactions and profitable benefits. Every titleman should attend the meeting of his state association. He simply cannot afford to let anything but incapacity or the most extraordinary circumstance keep him away.

An official and representative of the American Title Association will attend every meeting and each has a special and profitable message to convey. The state associations have wonderful opportunities and vast fields of work awaiting them in the many things needed to be done for the benefit and progress of the business. They are the only instrumentalities for accomplishing them. It is sincerely hoped that there will be a record breaking attendance at each; that many constructive things will be undertaken; that the chosen officials for the coming year will be inspired by the responsibilities placed upon them and receive the absolutely necessary support of the members, and the undertakings thereby carried to accomplishment.

Sincerely yours,

Richard B. Hall

Executive Secretary.

Building a Title Plant by Photographing the Records

By R. E. HAWMAN, Wichita, Kansas

The building of an abstract of title plant, or the building of a set of abstract records is a huge task and is one that should be a given a great deal of thought. One should take into consideration the title as it has been in this country in the past, as it is now, and if possible, what it is going to be in the future. In the building of a set of abstract records we are making an abstract copy of the real estate records of the past, but we want to build them so that they will contain sufficient information to give us anything we may want in the future.

The practice of keeping a record of the various transfers of title to real property is of comparative recent origin. The early English titles, depending as they did upon occupancy of the property, required no record of former owners or occupants. The early titles, here in the United States, were not recorded. The purchaser accepted a warranty evidence of good title to justify his payment of the consideration.

However, it was customary to give the grantee of real property all of the deeds of former conveyances of the property which were in the grantor's possession. As time passed the custom of owning property on which the grantee did not live, produced the necessity for greater precaution as to the ownership of title. Commercial conditions threw about real estate a number of conditions which so affected its ownership, as well as that of all the requirements necessary for assuring clear title. The rapidly increasing value of land also prompted greater precaution in investments of that kind. There was no definite manner of assuring title and the only protection the vendee had, lay in the covenants in the deed received by him from the seller. The frequent lack of ability on the part of the vendor to back up his covenants worked a hardship on the vendee. Out of all these conditions was evolved the present day system of the recording of deeds and other instruments affecting the title to realty, and the making of abstracts of such reports as a guide and protection to land buyers and others to whom exactness in information in such matters is important.

A few years ago our abstracts were much more brief than they are today and in some cases the abstract records made forty or fifty years ago, or more, will not contain sufficient information for the compilation of an abstract as we write them today. It does not seem as though it would ever be necessary to show a more complete abstract copy of instruments shown in our abstracts than we show today, but even now on the more valuable properties we are required sometimes to make a complete copy of all instruments, but this is very seldom and I do not believe the time will ever come when the abstracts will be more complete than we are making them now.

We know what the title business has been in the past, but we do not know what it is going to be in the future, and in building a set of abstract records we should look in the future as far as possible. In looking forward it looks as though title insurance is going to be substituted for the abstracts of title as made today, and in some parts of the country even now the abstracts of title have been eliminated and title policies or title insurance has been substituted. This does not mean that the abstract or title plants have or ever will be eliminated, but it does mean that they are much more valuable than ever before. In a few of the states the title insurance companies have their own records and instead of having an abstract of title made and then making their examination of the abstract, they make a list of the instruments which affect the title and an examination of these instruments is made and their title policies issued accordingly. An examination of the abstract records can be made with much less expense than the abstract can be made and then an examination of the abstract, with a net income to the title company which will exceed the revenue received from the abstracts, and for less total cost to the property owner.

In some parts of the country title insurance is here, in some parts it is coming fast and will be here very soon, while in some parts they may be years in getting title insurance and perhaps never get it. Title insurance will be handled differently in different parts of the country, and even in the different counties in the same state, and in planning for an abstract plant to take care of the requirements of title insurance, the local conditions must be taken into consideration.

R. E. HAWMAN.

There has been a good many different substitutes offered for the abstract of title, but none have ever been worth while or has made any progress except title insurance and title insurance is here to stay. There may be some other substitute that will be developed in the future but nothing will ever take the place of the title or abstract plants or the records of the abstracters, and when building a set of records this should be taken into consideration and the plant or the records built so they will be complete and sufficient enough to answer any purpose and to render any service required.

We know what trouble we are having today on account of the insufficiencies in the work of the abstracters in the past, and on account of the carelessness of the parties who drew up the various instruments affecting real estate a few years ago, and today there are more restrictions, clauses of various kinds, easements and modifications of all sorts being put in instruments affecting titles than ever before, and it is very necessary that the abstracter be very careful and show all of these in his records so that they will be sufficient to cover all the requirements of the future. Money spent on a set of abstract records that are insufficient is money wasted, and there are a good many such sets of records in this country now.

I was asked to write an article on the building of a photostat or photograph abstract plant, but I think more would be gained if we were to compare the cost and the difference between the abstract records built by the photostat method and that of any other method. The results are what everyone wants and we want to know that our money is well spent. All of the experience I have had in the building of a set of photostat or photograph records has been with the firm I am connected with at this time, The Fidelty Title Company, of Wichita, Kansas, and all I can tell of such a method is of the experiences we have had and the results we are obtaining.

To start with we purchased the largest and very latest Photostat Duplex Recorder from the Photostat Corporation of Rochester, New York, together with the other equipment that was needed, and found out just what kind of a room and how much space we would need. As it hap-

pened to be, last year our county remodeled their court house and we were able to secure a nice room on the same floor with the Register of Deeds. We mailed into the Photostat Corporation a blue print showing the location and size of our room and asked them to make their suggestions as to how this machine and equipment should be installed, and they advised us as to just where the sewer connections and the water, electric and gas connections should be and we had them built in just where we needed them. We were not able to get our room until about the first of December, last year, and as soon as we could we had the machine shipped and the installation was promptly made.

In connection with the machine we have their special dark room which is large enough for two men to work in at the same time. We also have two large wash tanks in which we wash our pictures, which tanks have flowing water in them all the time and automatically empty themselves every few minutes. All of this equipment was put out by the same corporation. From the Pease Company, of Chicago, Ill., we purchased a dryer for the purpose of drying our pictures. This is a double belt dryer, the belts passing over a gas heated copper drum. The pictures are placed between the belts on one side and pass over the drum and come out dry on the other side.

The Photostat Duplex Recorder is a wonderful machine, and with their sliding bookholder and a crew of four good men, an average of about three books containing 640 pages each, can be photographed in an eight hour day. The photostat paper comes in rolls of 350 feet each. This machine will photograph both sides of the paper, cut it off and drop it into the dark room ready for developing. These photographs are all negative, or in other words the phograph is in the opposite colors from that of the instrument photographed. One man with a little assistance occasionally can handle the pictures as they are exposed, and it takes one man with a little assistance to wash and dry the pictures. In other words, the four men relieve each other at the various jobs from time to time, and between the four men they can handle all of the work in good shape.

The pictures which we make are on paper 8 by 14½ inches, and an average of about 270 good sheets can be secured out of each roll or 540 pictures, making an allowance for a few which will be spoiled. This picture is about two-thirds the actual size of the sheet which we photograph, and it makes a nice size sheet and a very legible picture. This paper costs $24.00 per roll, plus the freight. We find that it costs us to photograph these books and put them in our office, about $34.60 per book. This cost includes the paper, chemicals, electricity, gas, water, labor and other small miscellaneous costs. Our investment in our Photostat machine and equipment is just a little over $3,700.00.

The first thing we did after our Photostat equipment was installed was to make a photographic copy of all of the plats filed for record in the office of the Register of Deeds, together with all the surveys, and from these we built our indexes. We have in our county about 1,350 plats of all kinds, sizes and shapes, also several hundred surveys. The first plat of the city of Wichita was filed many years ago, and some of the old original plats were not taken very good care of and some of them made poor pictures, but all are very legible and we know they are just as correct as the original plates themselves. There is a great deal of satisfaction in having an absolute copy of the original plats in our office and they have saved us a good many trips to the court house. These plats are like any others and there are some mistakes in them, but if we find any mistakes we know there is no use of spending any time in checking them as they are absolutely correct as far as our copy is concerned, and there is nothing we can check.

It has been said a good many times that blue prints could not be photographed, but most of the plats we have photographed are blue prints, and they make fine pictures. A blue print that has a dark blue background with a good white line will make a much better picture than one that has a pale blue background and the white lines do not show up distinct and clear, but they will all photograph and make very legible photographs. The same will apply to blue writing. Dark blue writing can be photographed just as good as black, while the light blue writing will not make such a clear photograph, it will photograph and make a good record. We have a color scheme which we use on the pale blue when photographing which helps a great deal in bringing it out.

The largest picture which our machine will make is 14 by 18½ inches, and we have put all of our plats on this size paper. The large plats we have reduced to this size, some we have taken the actual size and some we have enlarged, but the plats in our office are all the same size.

In the office of our Register of Deeds are a little more than 800 books, which books average about 640 pages, making a total of more than five hundred thousand pages to be photographed. Of these we have more than 300 books photographed, in our office and all indexed. In making any kind of a take-off it is necessary that all instruments recorded on the record margins be abstracted as well as the original instruments. A mortgage that has been assigned and released, and the assignment and release both of which are recorded on the record margin, which is the case in most instances. It will be necessary to abstract three different instruments in any kind of a typewritten or long hand take-off, while in photographing you will get all three instruments in one exposure. The same will apply to all affidavits, certificates, or any of the many instruments that are recorded on the record margins, and not only that, the Register of Deeds usually makes a notation on the record margin of the instruments affected of all assignments, releases, affidavits, or other instruments which have been recorded in other books, and in photographing the records you will get all of these notations as well as the instrument itself, which notations are very valuable. If you want to index the affidavits, etc., in your office on the margin of the instruments they affect, this will give you a double check on your indexing, and if you index them some place else, you will have the notations on the margin of the instruments which will give you a double indexing.

When a person stops to figure 800 books, at an average of 640 pages to

the book, or a total of 512,000 pages and no telling how many thousand instruments to take-off, one hesitates and wonders just what is the best way to make such a take-off. At first I was not sold on the photographic take-off, principally on account of the cost, but after working and trying to teach and educate a bunch of untrained help along these lines as long as I have, I am thoroughly sold, even tho the initial cost is more. I believe it is a good investment, especially in the larger counties, and without counting the investment in the equipment I believe that the photographic take-off can be made as cheap as any other complete take-off after you have figured the cost of checking and rechecking and the loss of time thru errors made and the time that will be lost in indexing. We put a crew of girls on at the court house to see how much could be abstracted by them. Part of these girls had some experience and some of them had no experience at all, and after working them for about a month we found that the average take-off per day was about sixty pages, and this was confined strictly to the patent and deed records and what few marginal recordings there were. On the mortgage records where they would have the releases and assignments to contend with, they would not be able to do that many pages. In our deed records we have some miscellaneous matter which is a little difficult to abstract, especially for untrained help, and after working for sometime they would no doubt be able to speed up their work some, but they would never get to where they did not make mistakes. If it were possible to get enough trained help that was experienced in abstracting, this work could be speeded up some and the work turned out with more accuracy, but it is almost impossible to get enough trained help, and if you did get the trained help the salaries which would have to be paid would run the cost of such a take-off up considerable, and the work would all have to be rechecked and verified, and no doubt considerable of it would have to be rewritten. With the inexperienced help about the only way to get some instruments complete enough is to just have them copy the entire instrument for they are not capable of abstracting some of the instruments and get everything that is needed. It is not hard to train a person to abstract ordinary deeds and mortgages, but it is hard to train them to abstract properly the deeds and mortgages that are not ordinary and to abstract the miscellaneous matter, such as contracts, easements, powers of attorney, affidavits, special warranty deeds and even mortgages, for I think the terms and conditions of a mortgage should be set out where such mortgage is alive, and these terms and conditions are not always alike and the average person who has not had experience cannot see the difference. The hardest instruments it seems for the average inexperienced person to learn to abstract is the special warranty deed where the deed has some special restrictions and the covenants of warranty are limited, and it is the exceptions, special restrictions and limited covenants which get the abstracters into trouble very often. I find that in a good many of the warranty deeds there is inserted in the printed part of the conveying clause that the grantor only conveys a one-half or a one-third interest, which does not show up in the description and it is quite often that they leave that notation out and make the deed read to cover the entire fee in the property, which is also very dangerous and should be watched very closely.

It is not hard to train one or two girls in the office when you need them in turning out your abstracts and where you have your records and other trained help to assist, but it is a hard job to break in and train enough girls to take-off several hundred books when you have not the time to train them, and if you did have the time it would make a wreck out of a person in a short time. If a person has no temper that is a very good way to develop one and if a person has a temper that is a good place to lose one. I have both developed and lost mine, but that does not eliminate the mistakes.

In making a photostat take-off you absolutely know that your take-off is correct and no time will be wasted in checking and posting. It is not only the slow, inconvenient, undependable method of take-off that you avoid by photographing the records, but it is the hundreds and even thousands of trips to the court house that will be saved in years to come, and these trips all take time and cost money, and the original cost covers the entire take-off and you will not be paying for it for years to come in time wasted and mistakes made. And not only that, you will be able to render much more prompt, efficient and accurate service at a much less cost, and you will have a record as complete as the County records themselves, and no matter what the future may bring you will be prepared.

The speed with which photographic copies of the records can be made as well as the clearness, distinctness and legibility of the finished pictures depends a great deal upon the condition of the records which are to be photographed. We have in our county a great many loose leaf records which have been written with a typewriter and in some cases the typist has used a ribbon which was just about worn out and instead of the written matter being black it is a light gray, which does not photograph clearly. We have some records also which are written with a light blue or purple ink, and these are hard to photograph and get a good clear copy. The best way to photograph such instruments as these is to underexpose them. The underexposed pictures will not have a real dark background, but the writing will be clear and distinct and they make just as good records for all practical purposes as those that have been made from good copy. These kinds can be photographed better by using the color screen, but it takes longer to expose them with the color screen and a great deal of care must be taken not to over expose or over develop them. We also find some books, especially mortgage records, where an assignment or release or other instruments have been recorded in red ink right across the face of the original recorded instrument. These photograph very well, but sometimes are not very legible. Some of the old books which are about worn out and the bindings falling to pieces and the sheets loose, give us considerable trouble in arranging them for photographing, but they usually make good distinct pictures and the results we obtain in reproducing some of these old records is really very remarkable. In some cases the ink is rather faded and care has to be exercised to avoid burn-

ing them up or over exposing and over developing them.

All I have had to say heretofore has had to do with the building of an entire set of records. As to the making a daily take-off of the daily filings, that is a different proposition which is more difficult to handle. The making of a daily photographic take-off of the daily filings is impossible unless the original instruments are photographed, and I believe that abstract records should be reproductions of the county records and not a copy of the original instruments. Instruments filed today may not be recorded for several days and we find in a good many instances that instruments when filed are incorrect in some manner, which instruments may be corrected before recorded, and some instruments are even corrected after being recorded and it is necessary to be continually on the watch for instruments that are corrected or changed after recording. This should not be done at all, but it is done. Our Register of Deeds is very careful and when he changes any of the records he advises us and we can secure a copy of the record as corrected.

The way we have been handling our daily take-off is to make a short take-off on a printed form of sufficient information for our indexes. As to the marginal releases and assignments, we take these off daily in full on a gummed paper and then stick them on the margin of the photograph they affect. We do not attempt to make a photographic take-off of anything recorded on the margin of any instrument where we have a photographic copy of the original record in our office. Each Saturday we photograph everything that has been recorded for that week. The man in charge of our photostat department makes a record of the last pages photographed each week in the current books. The next week he checks each of these books and photographs any instruments which may have been recorded subsequent to his last take-off, and then when the photographs are received at the office we check them with our daily take-off so as to make sure he has photographed everything. These instruments have already been posted to our indexes from our short take-off, with the exception of the books and pages which we were unable to post, and then we proceed to check our original postings and put in the books and pages where the instruments are recorded. This gives us a double check on all postings to our indexes and should eliminate all mistakes in posting.

One of the disadvantages of making our weekly take-off in this way, is that often we are required to show an instrument in an abstract before we have a photograph in our office, and this necessitates our going to the court house and making a complete take-off. In most cases we must make such a take-off from the original instrument and not from the records. Anytime we show an instrument in our abstracts which has been abstracted from the original instrument we make a notation in our abstract showing "abstracted from original." However, we can make this take-off at the same time we check our taxes and it does not mean an extra trip to the court house and does not delay matters any.

A good many of the abstracters make their daily take-off complete from the original instruments and their records are being gradually built from day to day in this manner. This system is good providing these daily take-offs are taken back and compared with records after the original instruments have been recorded, but I know a good many of the abstracters do not check their take-off back with the records, and sometimes mistakes are made in the takeoff that is not caught even when rechecked. If the Register of Deeds makes a mistake in recording an instrument I believe that such mistake should be shown in the abstract. If an abstract is made from abstract copies of the original instruments as filed, there is some chance of errors being made in the records that will not show up or be corrected for years.

In comparing the cost of the photographic take-off with that of the long hand or typewritten takeoff, one wants to think of the marginal assignments, releases, affidavits, etc., by the photographic take-off you get them all in one picture, where you have to handle each one separately under the other systems. Also the chances for error will be eliminated as far as the take-off is concerned, and a great deal of time will be saved which would otherwise be used in checking and rechecking, not only at the time the take-off is made, but in years to come, and the work in turning out the finished abstract will be speeded up and time saved in the production end.

The containers which we have for our photographs are made on the style of the old card board letter file, which boxes were made especially to fit our pictures, each box representing a book and the pictures are put in in loose leaf style and are not bound. The book and page is on each sheet so that it can be replaced where it belongs without any trouble. In compiling an abstract we make a list of the instruments needed and go into our vault and pick out the sheets wanted and hand them all to the stenographer in one bunch, and she can write an entire abstract and never get up from her typewriter. When she has completed her work she puts it on the desk of the party doing the proof reading, together with all of the pictures properly arranged, and if what appears to be a mistake is found in proofing, such mistakes can be checked with an absolute copy of the records right at the time of proofing, and much time is saved here. If any corrections are to be made, they can be made at once. We not only have a record that can be absolutely depended upon, but we have it in such shape that the photograph copy of the instrument will follow the abstract until it is finally certified to and ready for delivery, then the photographs are replaced in their respective books and can be found at any time.

In any county where an examination of the records is made instead of an examination of an abstract of title, for the purpose of issuing title insurance, I do not know of any set of records that would be more convenient than the photostat or photograph records, where the photographs are filed loose leaf. In making this examination a person can list the instruments needed and pull them from the files, assemble them in their proper order and make the examination with very little difficulty. This examination can be made very quickly and with very little cost. In looking to the future I think this is one point that is worthy of a great deal of consideration.

The photostat equipment also opens a

new department for service in connection with the abstract of title business, and that is commercial photographing. This business can be developed to where I believe it will pay the cost of the take-off for the abstract plant and possibly some profit besides. We have not pushed the commercial photostat work yet for the reason that we have been keeping our machine busy in building our records, but I believe this field can be developed to where it will make a nice profit.

There has been some talk of the photographs fading in time, but I do not believe they will. Early last spring I placed in our West window where the afternoon sun would hit them every day, some of these pictures, and left them there until just a few days ago when I took them back to our vault and compared them with some of the other pictures in the same book, which had been photographed at the same time, and which have been kept in one of our tight dark boxes in our vault all that time, and I will wager with anyone that they cannot pick out the pictures that were in the window for all those long hot months. I think that is a good test for the photographs, and while they may change some, I do not believe these pictures will ever fade so they cannot be used, especially when we keep them in a dark closd box in our vaults. At least they will not fade any more than some of the inks and typewriting I have seen.

The photographed records are nice in any office, but the initial cost of the equipment for making the photographed records must be considered in the smaller counties. A county should be of good size with a large population before the photographic take-off would be advisable, and then competition should be taken into consideration. The photographic records however, gives an advantage over competition which has not the photographic records.

If a client should come into the office and ask if what appeared to be a discrepancy or error in the abstract acually appeared in the records, you would not have to tell him to leave his abstract until you could send it to the court house for checking with the records, which you would have to do in a good many cases even tho you had your own records, if they were other than photostat or photograph records. You could take him back into your vaults and show him just how the original record appears, and show him in such a way that he would be impressed, and if any corrections are to be made, you can make them right now, and your client will go away well pleased with the service you can render and will return again, and not only that, he will no doubt tell some of his friends what a wonderful system you have and what service you can render, and that alone is worth in advertising the additional cost of photographing the records. Charge it to advertising for it is money well spent for that purpose alone.

A few days ago one of our clients was making a deal, and the examining attorney for some reason would not pass the title until he could get time to go to the court house and examine the original record in regard to a deed which had some complications in it. The attorney was busy and did not have time to go then, and our client being anxious to close his deal came to us with his trouble. We loaned him our copy of the original record and he took it to the attorney, a little later returning with our copy and a bunch of smiles and said that he closed his deal. He was well satisfied and has brought us considerable business as the result of that one favor which we were able to grant. That attorney was no doubt impressed and we will probably hear from him.

The court house in our city is about a half mile from our office and the main business district, and we have real estate men, loan companies, attorneys and other people who come to our office every day to examine our records rather than go to the court house, and the result is that we are getting business from them. There is no way to estimate the value of our records to us as advertising alone.

There is no kind of a take-off other than the photostat or photographic take-off that can be absolutely depended on to be correct. There is no kind of a take-off that can be produced in its completeness with the speed and accuracy that the photographic can be produced. There is no kind of a take-off that is worth any more in rendering service in the office than such a takeoff, and clients will get in the habit of calling at the office of the abstracter for information he would otherwise have to go to the court house to get, and that will invariably bring business. Indexing can be done with much more speed and accuracy from the photostat take-off and abstract work can be turned out the same. With a photostat or photographic set of records the abstracter will be equipped for anything that may come in the future and his records will be sufficient for any purpose. He is insured in case of the possible destruction of the county records, and county records have been destroyed. He has built the past, is building for the future, his records are sufficient, his business is built on a solid foundation and let come what will, he is here to stay.

THE WORST HALF.

Havelock Ellis says there are more men geniuses than women geniuses, but also more imbeciles and idiots among men than among women. The consensus of the best opinion among the neighbor women is that Mr. Ellis is 50 per cent right.

The Constitution of The American Title Association provides in Sec. 4 of Article IV:

*"In order that this Association may be adequately financed and thereby enabled the more effectively to carry out the objects and purposes for which it was organized, provision is hereby made for the creation of a Sustaining Fund to be paid by Voluntary Subscription of the members annually** Members who contribute to this fund shall be additionally designated in the publications of this Association as Sustaining Fund Members in recognition of the service rendered."*

Since the field of membership of our Association is limited, and it is practical to keep the dues nominal, this Sustaining Fund is the logical means of providing the necessary funds.

Both the giving and the amount are for one's own choice. It is hoped though, that every member will contribute some measure of support so that it may thereby be a more efficient title association.

Abstracting—What To Show

By R. L. MAXSON, Urbana, Illinois

First read over the instrument carefully which you are about to abstract in order that you may know what kind of instrument you are abstracting, and further to see if there are any unusual features about this particular instrument that you wish to set out by way of recitals, or any peculiarities or defects which you wish to note in the abstracting.

It is necessary that you know the essential points of every instrument, court proceeding, or whatever you are about to abstract. Also to know what is a regular form provided for the state where the work is being done. To do better work, one should have a knowledge of the law of real property, and the better knowledge one may have of this branch of the law, the better abstracter one may hope to become "granting, of course, character and honesty of purpose." In abstracting, all of the essential facts must be set out in an orderly form as they appear in the instrument. I have seen facts so badly mixed up in abstracting that when the abstracting was completed, it would be impossible to tell with any degree of certainty as to what the legal effect of the instrument would be.

We have a class in abstracting that is based to a considerable extent upon the conclusions of the abstracter. This is wrong from the standpoint of the title examiner, as well as from the standpoint of the abstracter, for all that an abstracter is called upon to do is to set out facts, and all the facts that are essential to a full and complete abstract of the work at hand. From these facts so set out the title examiner may intelligently pass upon the title. Of course, this does not limit an abstracter from making notes in the abstract of facts that are not a matter of record, but when so made they should be labeled so that the examiner may know that they are not of record, otherwise he would consider them of record and pass on them as such.

In abstracting instruments that are not in the usual form in use in the state where the abstracting is being done, then a more detailed showing should be made, even to the verbatim showing. This is necessary where the form is prescribed by statute. This is especially true as for instance deeds on a form in use in one state for a conveyance of real property in another state. (If the Uniform Conveyance Act was in operation in all the states, then for present conveyances this question would not arise.) Do not take any chances in abstracting by using your own conclusions as to whether or not the instrument is a good and valid conveyance, but set up the facts and let the examiner do the rest, that is what he is paid for and so let him earn his fee.

As to what to show, I will give in some detail the showings we make in our work, which we have found satisfactory, or as nearly so as one may reasonably hope to get. To best illustrate the points I wish to make, find attached the forms referred to. In abstracting a deed, notice carefully the name or names as they appear in the first part of the deed, then compare them with the signature and again as they appear in the acklowledgment, and any other place where the names of the grantors are shown. It would be a good job of abstracting to compare the names of the grantors with the names as has already appeared in the title, and then at the proper place in the abstracting make note of irregularities or by underscoring. If the instrument is in proper form, properly executed, the name or names regular, then no special mention is made.

R. L. MAXSON.

In abstracting any instrument, watch carefully for any recitals, for in these recitals the estate granted may be changed from a fee title to one less than a fee, and in any event copy the recitals in full.

Copy descriptions fully and if the instrument shows the County and State where the land is located, as a part of the description proper, then show that too. Do not refer to the description shown in the instrument being abstracted as being the same as the description shown in another instrument. This is sometimes done to save work on the part of the abstracter, and in so doing matters of small, and what the abstracter may think immaterial irregularities may be omitted. If the description is copied each time fully, then any irregularities will be shown as a matter of fact. I have seen abstracts in which there were but one or two descriptions written out and for the rest of the abstract, the descriptions were "For description see No.—."

In abstracting mortgages and trust deeds, the general rule for abstracting deeds should be observed, and in addition thereto, the name of the payee or beneficiary of the note or notes should be shown, together with the number of note or notes and the amount of each and due date or dates, together with the rate of interest and when due, and

3

207333
Sadie E. Jones and W. F. Jones, her husband,
to
William J. Smith

QCD Dec.6-26 Dec.7-26 3 204-546 $1 &ovc
Grant,bargain,sell,remise,release,quit claim & convey unto 2nd party&their assigns, all their right,title and interest in the following tract or parcel of land lying & being in CCI desc.as fols, to-wit:
The NW¼ of the NE¼ of Sec.9 Twp. 26 N.R. 15 E. 3rd P.M
Homestead rights not released in body of deed.
Acknowledged as follows:
State of Minnesota, County of Mower, ss:
On this 6th day of Dec. A.D.1926 before me a NP within and for said Co. personally appeared Sadie E. Jones and W.F.Jones,her husband to me known to be the persons described in and who executed the foregoing instrument and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed
(N.P.Seal) James Johnson, NP. Mower Co. Minn.
My Commission Expires Feb. 1, 1930.
(This deed on Minnesota form for Illinois property.)

3

207333

Sadie E. Jones and W. F. Jones, her husband,
to
William J. Smith

WD Dec. 6-26 Dec.7-26 3 204-558 $1 &ovc

Convey: The NW¼ of the NE¼ of Sec. 9 Twp. 26 N. R. 15 E 3rd P.M. in Champaign County, Illinois.
Note: Second grantor signs William F. Jones and acknowledges as in body of deed.
Also first grantor signs without private seal, the second grantor having private seal.
Acknowledged on December 6, 1926 before James Johnson, NP, Mower Co. Minn. (Illinois form).

3

207343

Sadie E. Jones and W. F. Jones, her husband,
to
William J. Johnson, Trustee

Trust Deed Dec. 6-26 Dec. 7-26 288-421

To secure one note even date herewith for $500.00 payable to order of Mary E. Johnson, due 5 years after date, with 6% interest per annum, payable semi-annually, as evidenced by 10 interest coupons for $15.00 each.
Convey: The NW¼ of the NE¼ of Sec. 9 Twp. 26 N. R. 15 East 3rd P.M. in Champaign County, Illinois.
Acknowledged by Sadie E. Jones and W. F. Jones -- on December 6, 1926 before J. J. Wilson, Notary Public, Champaign County, Illinois.

if the interest is evidenced by coupon interest notes, show the number of coupons, the amount of each and the due dates.

It is not my purpose to give a new method of abstracting, but to give a more or less detailed statement of the methods we use, and which will be generally found to work very nicely and satisfactorily. Our constant aim should always be to improve our work and raise the standards of abstracting generally. Do not continue making abstracts in the same way as they have been done in the past, unless there be no better way, and as to whether there is or is not a better way, you should be interested enough to give the matter a fair consideration. We are now making over abstracts that were made in former years and they are being made over principally from the fact that a full and fair showing was not made in the abstracts when they were compiled. Dignify the abstract business by having the work clear and clean cut, neatly written, fully abstracted to show all the facts and properly compiled.

Accompanying this are examples of our takeoffs, showing the form we use.

DID HE MEAN PRESENT DAY JAZZ?

The introduction of a new kind of music must be shunned as imperilling the whole state, since styles of music are never disturbed without affecting the most important political institutions. The new style, gradually gaining a lodgment, quietly insinuates itself into manners and customs; and from these it issues in greater force, and makes its way into mutual compacts; and from compacts it goes on to attack laws and constitutions, displaying the utmost impudence, until it ends by overturning everything, both in public and in private.—Plato's "Republic."

Someone has suggested that raising bees will help the farmer. He might try. The farmer is accustomed to being stung by everything else he raises.

Titles Within Railroad Rights of Way

By ROSS E. PIERCE, Sacramento, Calif.

MANY individuals, including some experienced real estate men, believe that the law of adverse possession is a "cure all" which in the course of five short years effectually removes all clouds and defects in titles to lands in private possession and ownership. Every title man has frequently been referred to these beneficient statutes of adverse possession, by clients claiming under shady titles, as a mirror in which to see himself as a breeder of base technicalities. There has been a misunderstanding and lack of sympathy in many instances, because of the fact that the public is well grounded in a general way with the underlying principles of titles acquired by adverse possession, but knows nothing whatever of the numerous exceptions to this rule; to the many, many cases which arise in which the doctrine of adverse possession is not at all applicable. It is the purpose of this article to point out one class of property in which possession no matter how long continued nor how notoriously adverse will avail the possessor nothing at all in the way of title.

The Act of Congress dated July 1, 1862, (U. S. Stats. Vol. 12 P. 489), in aid of the construction of a railroad and telegraph line from the Missouri River to the Pacific Ocean provided for the railroads generally known as the Pacific Railroads, under which the Union Pacific, the Central Pacific Railroad Company of California, and the old original Western Railroad Company were organized.

Section 2 of this Act provides for a right of way over the public lands 400 feet in width and reads as follows:

"And be it further enacted, That the Right of way through the public lands be, and the same is hereby granted to said company for the construction of said railroad and telegraph line; and the right, power and authority is hereby given to said company to take from the public lands adjacent to the line of said road, earth, stone, timber and other materials for the construction thereof; said right of way is granted to said railroad to the extent of two hundred feet in width on each side of said railroad where it may pass over the public lands, including all necessary grounds for stations, buildings, workshops, and depots."

Section 3 of said act then aids the railroad by granting every alternate odd numbered section within ten miles on each side of said railroad, with certain exceptions immaterial to the point in consideration.

The Act of Congress of July 2, 1864, supplements the Act first mentioned respecting said Pacific Railroads (U. S. Stats. at Large, Vol. 13, page 356). The Act grants additional lands for rights of way for the purpose of excavations, turnouts, depots, etc. Section 4 of this Act also increased the land grant so as to include all of the odd numbered sections within twenty miles of the railroad.

The Act of Congress dated July 25, 1866 (U. S. Stats. at Large Vol. 14, page 239), aided in the construction of the so-called California and Oregon Railroad from Marysville, California, to Portland, Oregon. Section Two, with the usual exceptions, granted to the railroad the odd numbered sections to the amount of twenty alternate sections per mile (10 on each side) of said railroad with certain lieu land provisions to cover lands lost by exceptions, the lieu lands to be selected from odd numbered sections within an additional ten miles.

Section 3 of the last named Act granted a right of way, with incidental rights, to the extent of 100 feet in width on each side of said railroad; being a 200 foot right of way over the public lands.

An Act of Congress dated July 27, 1866 (U. S. Stats. at Large Vol. 14, page 292), related to the construction of a certain railroad known generally as the Atlantic and Pacific Railroad from the states of Missouri and Arkansas by the Southern route from Springfield, Missouri, via Albuquerque and Agua Frio and the Colorado River to the Pacific. Section 2 of this Act grants a right of way over the public lands 200 feet wide; 100 feet on each side of the center line.

ROSS E. PIERCE.

By section 2 of this last named Act twenty odd numbered alternate sections per mile on each side of the Railroad through the Territories and ten such alternate sections per mile through the States were granted the said railroad, with the usual exceptions, and this grant contained lieu land provisions in favor of the railroad for lands lost to it through said exceptions.

By Act of Congress of March 2, 1871, (U. S. Stats. at Large Vol. 16, page 573) the Texas Pacific Railroad Company was organized and aided. The route was generally defined as being from Marshall, Texas, through New Mexico and Arizona, crossing the Colorado River near the Southeast corner of California and thence to San Diego. Section 8 of this Act grants a right of way over the public lands 400 feet in width, 200 feet on each side of the railroad, with incidental rights for side tracks, etc.

Section 9 grants in aid of the construction non-mineral public lands to the extent of twenty odd numbered alternate sections per mile on each side of said line through the Territories and ten alternate sections per mile in California; with certain lieu land provisions to cover land lost by exceptions.

An Act of Congress dated Mar. 3, 1875, (U. S. Stats. at Large, Vol. 37, part 1, page 138, Chap. 181), was enacted to meet a situation that resulted from the adverse claims of settlers within the Union Pacific Railroad right of way and by its terms it does not relate to any of the railroad rights of way within the State of California. Section one of this Act legalizes all conveyances or agreements made by Union Pacific Railroad Company and its subsidiary companies, successors or assigns, concerning land in its right of way as granted by the Government under the Act of July 1, 1862, and apparently confirms all such conveyances made to individuals for lots or tracts within the right of way and likewise confirms and legalizes agreements made by the railroad companies restricting the limitations of said right of way. It further provides that title by adverse possession, of the character and duration prescribed by the state law, could be acquired to lands within said right of way. Said Act grants to abutting owners the portions of said right of way abandoned by the railroad.

An Act of Congress approved May 25, 1920 (41 Stats. L. 621) authorized the railroad companies to sell lands within the right of way strips to states,

counties, or municipalities, for highway, road and street purposes only; and in some cases in California the State Highway will be found to be well within the railroad right of way.

Attention is also directed to an Act of the Legislature of the State of California (Cal. Stats. 1864, page 471), which relates by its specific terms to the Congressional Act of July 1st, 1862, and particularly to the Central Pacific Railroad Company of California, and grants to said railroad company "also the right of way for said railroad and telegraph line over any lands belonging to the State, and on, over and along any streets, roads, highways, rivers, streams, water and water courses—hereby conveying to and vesting in said company all the rights, privileges, franchises, power and authority conferred upon, granted to or vested in said company by said Act of Congress." This Act does not specifically fix the width of said right of way and whether the reference to the Congressional act does so has never been determined.

As a matter of very general interest having no specific application to the present situation it is also noted that as early as May 1, 1852, (Cal. Stats. 1852, page 150), the State of California granted to the United States a right of way through this state for the purpose of constructing a railroad from the Atlantic to the Pacific Ocean.

Another Act of the California Legislature (Stats. 1861, page 615, Sec. 16, Sub. 4) limits the width of railroad rights of ways to nine rods.

There have been many miles of main railroad line within the Central Pacific grant, from Ogden, Utah, to Sacramento, Calif., and from Sacramento, via Galt, Stockton and Niles Canyon to San Francisco Bay, fenced as only 100 feet in width, thereby leaving 150 feet on each of said strips or a total of 300 feet located within the original 400 foot right of way grant apparently not claimed by the railroad company. A similar situation exists as to the 200 foot grant of the California and Oregon Railroad, as only a 100 foot strip was fenced through many of the sections. A similar situation exists along certain railroads in Southern California.

Not only were these rights of way granted to the railroad companies but also the odd sections of public land, along the railroad lines, resulting in many cases in a situation under which the railroad company later obtained a patent and then sold these same lands by specific description to individual purchasers in such manner as to clearly include all the original right of way not under fence. Purchasers paid at the established rate per acre for the land within this strip outside of such fences.

Further, the railroad companies in filing the required statements with the State Board of Equalization, year after year, returned only a description of a strip of limited width as fenced and claimed by it.

There are also cases relating to land within the original granted right of way strip in odd numbered sections patented to the railroad company, in which the railroad company conveyed to a subsidiary townsite company by quarter section description such land and this townsite company platted a townsite thereon and sold to purchasers lots within the right of way as granted by Congress.

In Northern Pacific Ry. Co. vs Townsend (190 U. S. 267); (47 L. Ed 1044; 23 Sup Ct Rep 671), a case on appeal from Minnesota, it was held that no adverse title can be acquired in a railroad right of way by a settler or by a subsequent patentee whose patent by legal description includes said right of way. It is also held that a railroad company has only a limited fee, subject to the conditions and for the purposes in the grant, which cannot be disposed of at the volition of the company. Further, that the rules of construction adopted by the states for their grants are not applicable to the Federal grants; and finally that "By granting a right of way four hundred feet in width, Congress must be understood to have conclusively determined that a strip of that width was necessary."

In Union Pacific vs Laramie (231 U. S. 190) decided Dec. 1, 1913, it was held that the relief Act of Congress of June 24, 1912 (U. S. Stats. L. Vol. 27, p. 138) was not retroactive in so far as acquisition of title to land within the Union Pacific's right of way by adverse possession is concerned.

One of the earliest California Cases involved a parcel of land within the 400 foot right of way of the C. P. R. R. Co., in Placer County. S. P. R. R. vs. Burr (86 Cal. 279) in which it was held that the grant of Congress determines the width of the right of way necessary for railroad purposes, and dedicates it to such purposes to the full width specified in the Act. The fact that long prior to the building of the railroad and, at the time of its construction, the land was in the possession of pre-emption claimants (who had not paid for the land and did not perfect their entries), was held to be wholly immaterial since it was at all such times public land of the United States.

In connection with the foregoing decision, note that section 2 of the Act of 1862 grants the four hundred foot right of way through "the public lands." Whether the holding would have been otherwise had a claimant under an entry or settlement antedating July 1, 1862, perfected his entry and obtained patent is a matter of conjecture.

As to land in a certain odd numbered section of Shasta County within the California Oregon R. R. Grant (U. S. Stats. Vol. 14, p. 239) the grant being dated July 25, 1866, it appeared that the same was, under entry of one Orrin F. Root at the date of definite location of the railroad, and that said Root never perfected his claim but subsequently abandoned the same. John A. Hibbs later entered this land and in a contest with the railroad company before the U. S. L. L. O. at Sacramento on July 29, 1885, a ruling from the Commissioner of the General Land office (Letter "F" 3541 July 29, 1885) held the entry of Hibbs was valid for the reason that the land was under entry of an individual said Orrion F. Root, at the date of definite location of the railroad line.

It must be borne in mind that this ruling by the Commissioner related to the title to the land, while the California case last cited related to the right

of way; and the language of the Congressional Act granting the four hundred foot right of way varies from the language granting the odd numbered sections.

Another parcel of Placer County land within the four hundred foot right of way of the C. P. R. R. Co. was the basis of the suit of Southern Pacific Co. vs. Hyatt (132 Cal 240) which decided that railroads are public highways and that the statute of limitations will not run against lands within the limits of the rights of way granted by Congress in aid of such railroads.

One of the most thorough and far reaching cases in California, was rendered in Central Pac. Ry. Co. vs. Droge (171 Cal. 32) . . . Droge and his predecessors in interest had been in possession of a portion of the four hundred foot strip railroad right of way of the C. P. Ry. Co. in San Joaquin Co., for some forty years. Droge also could trace title out of the railroad company itself, the land in controversy being within the four hundred foot right of way strip and also in an odd numbered section subsequently patented to the railroad company, from which Droge made deraigned title. Further he had paid for the land in controversy at the established rate per acre and the positive character of his adverse possession for a period of forty years was unchallenged. In accordance with the rules of the Federal Courts, however, the Supreme Court of California held:

First: That the Act of Congress of July 1, 1862, was a conclusive determination that the entire four hundred foot strip was necessary as a railroad right of way.

Second: That the estate granted by the Act of Congress in said right of way was an estate in fee for a special public purpose and the railroad could not alienate any part of the said right of way.

Third: That the title to a public way cannot be acquired by adverse possession.

Fourth: That the Act of Congress of June 24, 1912, granted relief only to settlers in the Union Pacific Railroad right of way and further that said act was not retroactive.

Fifth: That a certain state act authorizing railroad rights of way nine rods wide did not limit the width of a grant by Act of Congress.

Sixth: That the fact that the railroad company had been paid for the land occupied by Droge, did not estop it from claiming the right of way to the full width of four hundred feet, it being impossible for the railroad to lose any part of the right of way without authority of Congress.

Trade and Professional Associations

By C. D. GARRETSON

Chairman of the Business Methods Committee of Rotary International

(Reprinted from "The Rotarian")

We now come to the last of our Business Methods programs, "Trade and Professional Associations," which is really a continuation of our discussion of the Competitor Relationship.

The thought is that now that we have been thinking about the relations between employer and employee, between buyer and sellers, and between competitors, we have gradually crystallized our opinions as to the desirable, fair methods which we would like to pursue in our business, and thus turn to our trade association as a vehicle through which to impart our desires to others who are facing the same problems we are, and who have the same desire as we have to help eradicate the unfair method. There is no question but that all those in our trade or professional association help to create the problems we face; but they also speak the same language, and meet the same conditions of trade as we do.

By meeting our fellow-members of a trade or professional association, we develop friendship, and there is no question but that this friendship develops understanding, and causes men to work in harmony, and creates a desire to help each other.

With these two forces put to work, good must be the output, and an intelligent competition is created. Intelligent competition helps all in a craft or profession, because it eliminates many of the wasteful practices of competition, and dignifies the craft or profession in the eyes of the public,—dignifies that craft or profession if, for no other reason, than that it cannot be kicked around like the hound dog.

Therefore, it must follow that active membership in one's trade or professional association is, while it may be considered an expense of time, effort and money, an expense which brings handsome returns. It may also be considered as insurance, with the added advantage that we do not have to die, or have a fire, in order to get a return.

There are many men in business, however, who are not members of their trade association. Others are members and pay their dues, but contribute nothing else. These two classes put little or nothing in and get little or nothing out. But when asked why they are not active in their association they invariably criticize those who are "running the association," or tell you that the association is "not doing anything."

Then there is the other class, those who contribute money, time, and effort to their trade association and its work. They get much out, but because they must carry not only their own load, but the load of the first two classes as well, they do not make the progress to which their efforts entitle them. Some even get discouraged at times, in trying to help those who seem not to want to be helped. Yet when these loyal members of a trade association, by herculean efforts, do "put over" something which is of benefit to their trade, those who have had nothing to do with it, do not hesitate to appropriate that benefit whatever it may be, to their own use. Those who take without giving, as in this incident, are accepting charity just as certainly as if they were standing on a street corner with a tin cup in their outstretched hand. How do you feel toward a beggar? You may pity him but you despise him. But how do you feel toward the beggar who is able to work, and can get a job, but who prefers to accept charity?

Are you an active member of your trade or professional association?

Think this through.

By active participation in our trade or professional association we can make our contribution to our craft or profession to help put it on a higher plane both for ourselves while we are here, and leave it higher and nobler for those who follow after us. We can build our individual business partly by ourself, but we can build it so much faster, and at the same time so much more permanently, when we work with all those others in our same craft or profession. The best vehicle for working with those in your same vocation, is your trade or professional association.

A trade association inspires the progress and reflects the standing of the business it represents, but can only do these and be effective in the measure the support of its members permits.

Marketable Title

By LLOYD L. AXFORD, Detroit, Mich.

In every sale of real estate, in the absence of a stipulation to the contrary, there is an implied covenant that the purchaser shall receive a marketable title.

The Michigan court of last resort has defined the term as follows:

"A marketable title is one of such a character as should assure the purchaser the quiet and peaceful enjoyment of the property and one which is free from encumbrances."

In applying the judicial definition (to a marketable title) the courts have said that the expresion is neither the equivalent of a perfect title nor the opposite of a bad title, but merely a title concerning which there is no fair or reasonable doubt. This does not mean a title free from all possible defects, nor can a purchaser demand a guaranty that the title will never be questioned. Absolute or mathematical certainty of the ownership of land is an unknown quantity. Reasonable doubt does not include suspicion; it is confined to probability. If the evidence of title is such that an ordinary, prudent man, fully advised of all the circumstances, who desired the property, would purchase it without discounting the price because of the condition of the title, it may be said that the title is marketable.

In other words, the doubt that is recognized under the rules of law must be such as to affect the value of the estate, not frivolous nor captious niceties, but such as will probably entail loss or litigation upon the purchaser.

The evidence of title is derived through the public records, and evidence of witnesses. In the examination of the evidence, the question for determination is, will the evidence, if offered in a court of justice, be received and establish title?

Suppose there are technical defects in the record evidence, are they such that the seller's title is subject to a successful attack? The examiner replies, "It may be."

Mr. Examiner, if the party whom you claim has an outstanding interest in the property is produced, would you bring the proper action against the present claimant to recover the land or the outstanding interest?

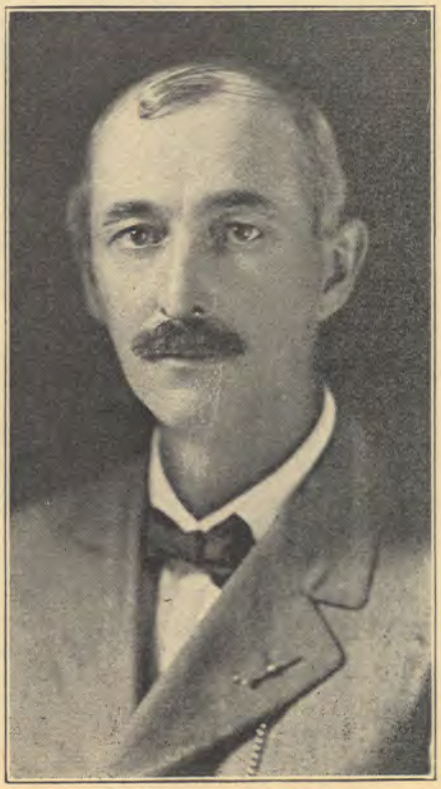
Not one objection in ten thousand made by examiners of titles will stand the suggested test.

There is but one remedy in the courts of justice for the recovery of land by a claimant, the action of ejectment. This action lies in boundary disputes and for the enforcement of tax titles. The next time you meet a lawyer friend, enquire how many ejectment cases involving the title to land (not boundaries or tax titles) he has participated in during his legal career. You will not find one lawyer in twenty that ever prepared a declaration in ejectment, and lawyer number twenty will have been more than twenty years at the bar.

To assert or defend an action in the courts requires testimony written or oral. Death and nomadic tendencies make the perpetual preservation of testimony impossible. The rules of law meet this condition with the Statute of Limitations. If you have rights in land, assert them in the courts of justice within fifteen years after they first accrue, or your rights are forever barred. Fifteen years open adverse possession will give title to land superior to that derived from any other source, and in this state bare possession without grant of any kind is sufficient. *Such a title is marketable* by the express decision of the Michigan Court, a principle presented and argued by Mr. Benton Hanchett, a lawyer not only of distinguished ability but without a peer at the Michigan bar, and that decision has never been deviated from.

"In applying the judicial definition (of a marketable title), the courts have said that the expression is neither the equivalent of a perfect title nor the opposite of a bad title, but merely a title concerning which there is no fair or reasonable doubt.

"Absolute or mathematical certainty of the ownership of land is an unknown quantity. Reasonable doubt does not include suspicion, it is confined to probability."



LLOYD L. AXFORD.

It might be inferred that fifteen years' possession is all that security requires—"fifteen years after the right of action first accrues." This requires investigation of the facts. A reminder man cannot bring his action until the termination of the precedent life estate, nor can dower be asserted during the life of the husband.

In dealing with land, you cannot jump in the dark with absolute safety, nor is it necessary that your grandfather shall have transferred his land with the same formalities as custom now requires.

In an experience of more than thirty years, I have seen but few unmarketable titles in Wayne County. These few have involved contingent remainders, limitations violating the rule commonly designated the rule against perpetuities, children born after the date of the execution of a parent's will and not mentioned.

We have mentioned the contract to sell land. There prevails a local custom in the writing of such contracts of inserting a stipulation that the purchaser "shall deliver an abstract showing a marketable title." This is different. The seller thinks he has a *contract* to sell land but the purchaser knows he has an option to buy land.

"Mr. Examiner, if the party whom you claim has an outstanding interest in the property is produced, would you bring the proper action against the present claimant to recover the land or the outstanding interest?"

Mr. Axford points to the fact that while there may be technical defects in the record evidence, is the title subject to attack as the examiner might contend it is? If so, then there is but one remedy—an action of ejectment and such a cause must rest in boundary disputes or enforcement of tax titles. Few lawyers have ever found cause to participate in such an action.

Under such a contract, it is immaterial what kind of a title you may have to the land or what the record of the title may, on examination, disclose; you have contracted to deliver an abstract of a particular kind. Whether you can buy such an abstract neither you nor any other person can anticipate. An abstract showing a marketable title means an abstract originating in a grant from a sovereign power in possession of the land at the time of the patent, with a complete and substantially perfect chain of conveyances passing title to the claimant.

Practically all of the land fronting upon the Detroit River, the Great Lakes and tributary streams in the vicinity, was private property before the American occupation. You will have to go to Paris to secure evidence of a grant of that land from a sovereign. An abstract does not show the effect of the statute of limitations. There are few abstracts of title that will meet the requirements of such a contract.

Encumbrances, even though known to the purchaser and beneficial to him, make a title unmarketable, and unless the contract of sale, otherwise provides, the purchaser cannot be compelled to consummate the sale. In this class may be noted building restrictions; easements for public utilities; leases, even month to month; automobile driveways in common with an adjoining neighbor, rights of way, and a cash buyer may insist that you finance the payment and discharge of all current taxes and mortgages with your own funds before accepting your deeds, unless your contract of sale otherwise provides. Special paving and similar taxes are as much a lien upon the land, and an encumbrance, though payment will not be required until some time in the future, as a mortgage which does not mature until five years hence.

The author makes a timely remark when he says that one cannot jump into the dark with safety when making a land deal, yet it is not necessary for one's grandfather to have transferred his land with the same formalities of today.

Title insurance is spreading as a method of determining the conditions of land titles. They insure against a loss as well as from unmarketability.

Title companies endeavor to prove a marketable title because:

"TO THE COMPANY, APPROVED TITLES MEAN DIVIDENDS, WHILE DECLINED APPLICATIONS ARE AN ABSOLUTE LOSS."

Title insurance which has been in use upon the Atlantic Seaboard for half a century is invading the local field as a method of determining the condition of land titles.

Title insurance is not a wager contract but an opinion upon the condition of the title to a particular parcel of land coupled with an undertaking by the title company that, in the event the opinion expresed is erroneous, to respond in damages to the amount of loss not exceeding the amount of the policy. Title policies usually insure against loss from failure and also from unmarketability of title. Failure of title is rare, unmarketability is not uncommon. The evidence of the title is disclosed by the public records. The title company endeavors to supply the evidence necessary to prove a marketable title, and to issue the policies free from all technical objections, but under such circumstances that any objection made in the future can be answered by facts or legal principals, and to expedite and never obstruct the sale of land. To the company approved titles mean dividends, while declined applications are an absolute loss.

Abstracts of Land Titles—Their Use and Preparation

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

The certificate of the abstract is the finishing touch, and the thing that entitles it to standing. Without it, the abstract would simply be a bunch of worthless notes and memoranda. This last part of the document, stating that it has been compiled by some craftsman, who tells whereof it came, and backs the accuracy and sufficiency of its contents with his good name, reputation and resources, makes the abstract a formal and accepted article of usage.

But it also establishes its existence, and the liability of the maker, for it has fittingly been said that the mistakes of the doctor are buried, those of the lawyer hung, but the errors of the abstracter live to forever accuse and damn him.

There are many things included in this thing—the abstracters certificate. There are moral and legal responsibilities; the guarantee of his product; like that of any manufacturer; the mark of the craftsman, such as the artist puts upon his picture, or the potter upon his piece of handicraft. But most of all, it is a cold, hard statement of facts and the assumption of responsibility that the laws of our legal system and the understood ones of commerce give and expect these certificates to contain.

Years ago, these certificates did not mean nearly as much as they have come to include. Titles were short and not complicated and abstracters made few errors. Certificates. were brief statements that the above abstract was a complete and accurate showing of the matters on record and on file in the office of the Register of Deeds and Clerk of the Court, and that there were no unpaid taxes, liens against, etc., *so far as the undersigned abstracter was able to ascertain from a careful investigation.*

Times have changed, and those who hire the abstracter to make an abstract, expect him to give them something dependable, and to be responsible for his work.

The courts have held that he is responsible, and some states have required that he post a bond for the benefit of those who do depend upon him and as a security therefore. This is a recognition of the importance in which the abstracter's work is held, and a safeguard and protection, the same as there are requirements for banks, insurance companies and other businesses, and not a penalty or slight on the abstracter as some of them might hold.

As this tightening-up and closer definition by the courts of the abstracters business came, various defenses were found by abstracters, one of which was the running of the statute of limitations against the certificate, and the other involved the question of privity of contract.

The first has been settled in some instances by the state legislatures who have defined and lengthened the time in which the certificate is in force, but more so, however, and we are glad to say, by the abstracters themselves, who recognize that they have a moral responsibility, if not a legal one, and stand by their work despite any defense they might have by reason of time. And that is right, too, because the business could not survive or live in good repute if those in it evaded their true responsibility and resorted to technicalities or legal defenses to evade their liability. Some loan companies and others too have protected themselves in this, by requiring their special certificates to be used, which contain the clause that the maker of the abstract waives any and all defense he might have by reason of the statute of limitations.

The second has likewise been settled by both abstracters and the courts. Very seldom does the abstracter receive his order and pay for work *directly* from the party for whose benefit it is being done. This formerly gave him a defense in case of an error and question

of liability, and the courts usually sustained this although based upon a mere technicality. There has been a tendency lately, however, to ignore this, and call a spade a spade, thereby making the abstracter liable for any loss by reason of his error, neglect or carelessness, and that it shall be to whosoever sustains it, by reason of depending upon his work. And the abstracter in this, too, has happily recognized his moral responsibility, and usually been willing to take his medicine.

There should be no subtle meaning or wording of a certificate, but it should come right out in the open in plain language and make a definite statement of facts—something that means something. If an abstracter is afraid to assume this responsibility and clearly define it, he should not attempt to pass his products into circulation, and should either quit, or equip himself with such necessary records and knowledge that he can do so without hesitancy.

The certificate attached to the abstract should do the following things: First, describe the land covered; second, make a clear cut and plain statement, that the above and foregoing abstract of title is a true, correct and complete abstract of all conveyances and other instruments of writing on file or of record in the office of the recorder, or other office or offices where such things are to be found; third, that the abstract contains an abstract or sufficient notation of any and all proceedings had in the civil and probate courts of the county affecting the title; fourth, that there are no judgments, mechanics' liens, foreign executions, attachments, suits pending, transcripts of judgments from the United States Circuit or District Courts, or any other such matters which in any way affect the title to said real estate; fifth, a statement about the condition of any and all taxes that are liens upon said real estate or unpaid.

These are the things to be covered, and their wording or the various things to be specifically mentioned will of course depend upon local conditions and according to the state laws.

The certificate must cover the things every abstract should include, namely, the things to be found in the office for the recording of conveyances; the probate and civil courts; all suits, judgments, and such liens of every kind; and the taxes.

There need be no hesitency about these matters, if one is specific about it, both as to the assumption of liability and naming what is supposed to be covered.

Two suggestions are offered, however, one being that it state "which in any way *affect the above described property*" as a condition for the paragraphs relating to the offices of record, suits, etc., and the other that the abstracter *not* say that the taxes are paid, or that there are no unpaid taxes against the land, but that he protect himself by saying *"Tax rolls (or records) in County Treasurer's Office on the date.....show taxes of the year.....paid."*

This last statement will protect you against changes on the treasurer's records, mistakes and other things that have been known to arise.

Another suggestion is made for the benefit of abstracters who do not copy the acknowledgment in full, or state a lot of unnecessary things about the seal, date of expiration of commission, etc., in the showing of the entries. All of these points can be covered in the certificate by adding the statement, *"All acknowledgments in regular form and complete unless otherwise noted."*

The certificate should be closed and ended by a statement as follows:

"Dated at.....this.....day of .....19...., at....o'clock, ...M. Entries No..... to..... inc." and the name of the abstracter certifying.

If court proceedings are included, as exhibits, and not as entries, then the statement should be made, "Court Proceedings in Case No. 1999, and in the Estate of John Doe, Deceased, attached."

Some abstracters follow the practice of attaching a separate certificate on a separate sheet each time, and this is placed immediately following the entries added.

In this case the certificate should state that it covers such land "From the date....." and otherwise be in the regular complete form.

Other abstracters use one certificate, placed in the back of the abstract following the chain, and it has places provided for continuations by having a number of the following phrases printed thereon: "Redated from the .....day of.....19....at.....o'clock, ...M. to include the.....day of.....19, at.... o'clock ....M. Entries No.....to..... inclusive, added."

No comment will be made on the merits of these two practices, because there are so many champions of each and it is a matter of personal choice and custom although the writer personally favors the continuation certificate, as it permits the history of the abstract to be shown at a single glance as all its various continuations can be traced from one source.

Certificates cause more trouble for the abstracter and the examiner than any other thing. There are just as many different kinds, sizes, shapes and wordings as there are abstracters. Some in fact, all too many mean nothing, and this great variety, together with the attempts of irresponsible abstracters to evade liability, have caused many loan companies and others to require their own certificates.

All this could be avoided by the abstracters of the various states adopting a uniform and sufficient certificate for use within their respective territories. Such a thing is not only possible but very practical. Some few changes or additions might have to be made to cover special conditions of the few large cities within the various states, but the general form could be the same. Some states have adopted such a thing, and rapid progress of the movement and idea is predicted within the next few years.

Further force and effect can be given by including certain phrases in certificates that will be educational propaganda.

The abstracters of one state association, using its uniform certificate, include the following phrase:

"The undersigned is a duly qualified and lawfully bonded abstracter, whose bond is a surety bond and in force at the date of this certificate; that he has a complete set of indexes to the records of said county, compiled from the records themselves and not copied from the indexes in the office of the County Clerk and this abstract therefore reflects the records of said county, and is not limited to that obtainable from the county indexes."

Another finds the abstracters using the phrase: *"This Company is a Bonded Abstract Company, having complied with the laws of the state, is a member of the State Title Association and the American Title Association, and this abstract is issued under Certificate of Authority granted by the State as provided by Law."*

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.

What is the effect of a deed "to be null and void until death of grantor?"

It is wholly void even after grantor's death, because not witnessed and published as a will. Purcell v. Baskett, 249 Pac. 671 (Kansas).

Where a river changes its channel during a flood, who owns the land between the old and new channel?

The former owner continues to own it, and it does not attach to land in rear as accretion. Sweeney v. Vanhole, 249 Pac. 669 (Kansas).

What is the effect of failure to allow minor to select guardian?

The Probate Court's proceedings are void, where statute allows such selection. Coker v. Moore, 249 Pac. 694 (Oklahoma).

Is a construction loan superior to a mechanics' lien?

No; the lien is superior unless statutes provide otherwise. Yarhola v. Company, 249 Pac. 724 (Oklahoma).

Does conveyance of strip to individual, "to be forever used as a roadway," create public or private street?

Held a private street in Washington if grantee owned land along strip. City v. Snively, 249 Pac. 788.

Is deed from life tenant and remaindermen affected by fact that remaindermen got none of the consideration?

No; the deed is good. Boyle v. Maryland, 134 Atl. 124 (Maryland).

Does "lots 46 to 50" include both 46 and 50?

Yes; especially if balance of description so indicates. Skerit v. City, 248 Pac. 6 (Colorado).

Which is superior in description, acreage or metes and bounds?

Metes and bounds. Elwell v. Weagley, 13 Fed. (2nd), 712 (Maryland).

Is innocent mortgagee protected where title is derived through fraudulent delivery of escrow?

No; Houston v. Forman, 109 So. 297 (Florida).

Does community apply to bigamous marriages?

It does as to the one not knowing of the previous marriage. Overton v. Brown, 3 La. App. 591 (Louisiana).

Does purchaser with knowledge of unrecorded claim ever take free from it?

He does if the claimant did not bring suit for many years and is therefore barred by laches even though not by limitation. McKenzie v. Rumph, 286 S. W. 1022 (Arkansas).

Can usury be avoided by making a warranty deed to lender who conveys back?

No; it is usurious, as where a $16,000 house was sold by borrower to lender for $8,000 and he conveyed back for $10,400 payable monthly. Hurt v. Crystal, 286 S. W. 1055 (Kentucky).

Is service binding if sheriff's return shows he served defendant but this is not true?

Held binding in Missouri, defendants only recourse being a suit on sheriff's bond. State v. Rakowski, 286 S. W. 420, but held not binding in Arkansas, Karnes v. Ramey, 287 S. W. 743.

Can the abstracter who prepared the abstract for a tax suit, buy at the sale?

Yes; State v. Davidson, 286 S. W. 355 (Missouri).

Can a life tenant with power to devise, create another life estate with contingent remainders?

He can if the second life tenant and remaindermen were living at the death of the first owner, otherwise the devise is void as a perpetuity. Bundy v. Trust Co., 153 N. E. 337 (Mass.).

Can a citizen acquire good title from an alien?

Generally he can if his purchase is before commencement of escheat proceedings by the State. John v. John, 153 N. E. 363 (Illinois).

If an owner warrants more ground than he owns, and afterward acquires the surplus, dues it pass to the grantee?

Usually it does, but not if the first deed, after an erroneous metes and bounds description, adds the phrase "being all the real estate now in the name of grantor." Federspill v. Mitchell, 153 N. E. 279 (Ohio).

Can description be passed if length of one side is wrong?

Held good in Georgia where three sides were correct and the fourth side was 1270 instead of 1750. Clark v. Robinson, 134 S. E. 72.

Is mortgage notice if recorded in warranty deed book?

No; not notice to third persons without actual knowledge, where mortgages and warranties are recorded in separate books. Oakdale v. Young, 2 La. App. 586 (Louisiana).

Does Purchaser "subject to mortgage" assume payment personally?

No; there must be an additional clause "which he assumes and agrees to pay." Wilson v. Mundy, 238 Ill. App. 575 (Illinois).

Is attachment against seller good where deed is in escrow?

Not if there is an actual escrow by both seller and buyer, but is good if seller only deposited deed to be delivered when purchaser paid. Covert v. Calvert, 287 S. W. 117 (Texas).

Is a growing peach crop real or personal property?

Real property as to a mortgage thereon, which must be recorded in the real estate and not the chattel records. Nicholson v. Bank, 249 Pac. 336 (Oklahoma).

Which is superior, a town-site location or a mineral claim?

If the minerals were known before the townsite entry (not patent), the mineral claim is superior; otherwise inferior. Clark v. Jones, 249 Pac. 551, (Arizona).

Is a verbal ditch easement binding?

It is if the drain is visible or purchaser knew of it. Schneider v. Cross, 249 Pac. 643 (Colorado).

Is execution sale using initials good?

Not unless identity is shown, (F. M. McCracken instead of Frank McCracken). McCracken v. Bank, 249 Pac. 652 (Colorado).

Can title to easement for irrigation ditch be acquired by adverse possession?

Yes; Miles v. Fletcher, 249 Pac. 787 (Washington).

Is a deed good between the parties even though not acknowledged?

Yes; (except dower, homestead, sheriff's deed, etc.); lack of acknowledgment, however, may be used to show non-delivery. Kimbro v. Kimbro, 249 Pac. 180 (California).

Is statement in will that property is community, conclusive?

No; the actual facts must be proven. Price v. McAuliffe, 287 S. W. 77 (Texas).

Is a trust for division at the discretion of the trustees, a perpetuity?

Held not a perpetuity in Missouri, because the testator must have meant a reasonable time for division which in this case was held to be less than 21 years. Plummer v. Brown, 287 S. W. 316.

Can a deed containing a blank be acknowledged?

Yes; Corporation v. Lange, 217 N. Y. S. 666 (New York).

Is an overruling court decision retroactive?

Held not retroactive where construction of statute is involved; hence an unindexed deed which was notice under former decision is still notice after decision is overruled in later case. Wilkinson v. Wallace, 134 S. E. 401 (North Carolina).

Is possession to mistaken line binding

No; thus if both parties thought fence was on true line, the holding is not adverse. Company v. Meyer, 109 Southern 674 (Mississippi).

Is covenant by grantee, to sell only a certain brand of oil valid?

Yes; it is a covenant that runs with the land and is binding even on future owners whose deeds do not contain such a covenant. Smith v. Company, 134 S. E. 446 (Georgia).

Can photostatic copy of destroyed deed be recorded?

It seems that it can; but will be void if the original was never delivered. Gluck v. Company, 134 Atl. 262 (New Jersey).

Does phrase "more or less" admit of addition of 30 acres to 125 acre tract?

No; Smart v. Huckins, 134 Atl. 520 (New Hampshire).

Is holder of mortage given by heir after decedent's death, a necessary party to proceeding to sell for decedent's debts?

Yes; Keenan v. Wilson, 19 Ohio App. 499.

Can husband deed land direct to his wife?

He can in Arizona, whether land was separate or community. Colvin v. Fagg, 249 Pac. 70.

Does leaving building partly uncompleted extend time for filing mechanics' lien?

This is a favorite plan of builders, but extension of lien period was denied by the Oregon Court. Stark v. Wilson, 248 Pac. 1095.

Can trustee selling under deed of trust, adjourn the sale?

Yes; Linney v. Normyle, 134 S. E. 554 (Virginia).

Is a newspaper without a Sunday edition a "daily" newspaper?

Yes; Item v. Commission, 109 So. 675 (Louisiana).

When a limited time expires on Sunday, can the act be performed on Monday?

Yes; In re Black, 14 Fed. (2nd) 245 (New York).

Is power in beneficiary to change trustee valid?

Yes; either with or without cause. In re Lower's Estate, 249 Pac. 128 (Utah).

JUST TO REMIND—

Every member of the Association to send to Tom Dilworth, Chairman of the Special Committee on Advertising, Waco, Texas, specimens of advertising matter, forms, etc., as requested in his letter of April 15th. This consideration will enable his Committee to conduct its work and make a better advertising exhibit at the Detroit Convention.

Every one who received the letter and questionnaire from Benj. J. Henley, Chairman, Committee on Rate Analysis, to answer and promptly return the form with all questions answered.

THESE ACTIVITIES ARE BEING CONDUCTED FOR THE BENEFIT AND VALUE THEY WILL BE TO THE TITLE BUSINESS.

YOUR CO-OPERATION IS NECESSARY IF THEY ARE TO BE SUCCESSFUL. IT WILL ONLY TAKE A FEW MINUTES OF YOUR TIME.

DO IT NOW!!

NEW BUILDING FOR UNION TRUST AND UNION TITLE AND GUARANTY COMPANIES, DETROIT, MICH.

A magnificent forty-story skyscraper, typifying Detroit's lofty business and industrial aspirations, and covering an entire Griswold street block, is soon to be erected by the Union Trust Company as its new home, Frank W. Blair, president of the company, announced Saturday. Plans for the new building, which will be one of the tallest and most beautiful not only in Detroit but in the country, are being prepared. It will extend along the east side of Griswold street from Congress to Larned street, on a lot 80 by 270 feet, and will be known as the Union Trust Building.

The rapid growth of the Union Trust Company, particularly in reflection of

New home of Union Trust and Union Title & Guaranty Co., Detroit, now under construction.

Detroit's amazing industrial strides since the war, has necessitated the present step. The present main building on the northeast corner of Griswold and Congress streets, into which the company moved in 1896, was originally tenanted in part by other firms, but the Union Trust gradually absorbed much of this room by taking it over as leases expired. In November, 1924, the growth of the Union Trust Company forced rental of the entire first floor of the Huron Building, just across Congress street, which has since been known as the Annex. Even this expansion proved inadequate.

The three basements and the first fourteen stories of the new Union Trust Building will be occupied from the outset by the Union Trust Company itself, the remainder, with the exception of the thirty-second floor, being leased to tenants. A larger part of this space has already been reserved. The plans call for separate elevator facilities for the Union Trust Company and the tenant firms, the arrangement being designed to promote the best interest of both groups.

Upon entering the lobby through the main, or Griswold street entrance—which will be three and one-half stories high, and deeply recessed—the visitor will find himself in a spacious lobby, as high as the entrance. Ahead of him, directly opposite the entrance, are two elevator halls in which local and express elevators operate for the convenience of the building's tenants. At his left is the second entrance opening from Congress street, and at his right are three massive stairways. The central staircase leads downward one-third of a story, into the Land Contract Department, while the staircase at right and left lead upward, converging above the middle stairway and leading into the main banking-room, two-thirds of a flight above the lobby. A vista of 250 feet, commanding the full length of both these large rooms, may be had from the lobby.

The main banking room will be one of the most striking features of the building. It will be 70 feet wide, 152 feet long, and 45 feet high, with a great vaulted ceiling. Mural paintings depicting the history of Detroit will make it one of the most beautiful rooms of its sort in the world. Ample lighting will be provided by high windows on both sides.

The offices of the Union Trust Company, above the main banking floor, will be reached by elevators entirely separate from those which serve the building's tenants. These elevators will ascend from various points in the main banking room itself, and their shafts will rise to the thirty-second floor, furnishing connection with the companies facilities there, and anticipating further expansion of the company above the fourteenth floor.

The thirty-second floor has been reserved by the Union Trust Company as a dining room, auditorium, and recreation place for its employees. The tower will be leased to tenants, under present

Many side-lines and additional profit making activities that can be added to any abstract or title office have presented themselves within the past few years.

Grab the opportunity of learning about them by attending the state and national title conventions.

THE ANNUAL CONVENTION

of the

New York State Title Association

will be held in

SARATOGA SPRINGS JUNE 24-25

An exceptionally interesting program has been arranged.

TITLE NEWS

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

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

JUNE, 1927.

plans, its sweeping prospect of land and water on four sides making it outstandingly desirable for office purposes.

The Union Trust Company, whose phenomenal growth is culminating in the present expansion step, is the oldest firm of its sort in Detroit. In its present title, it succeeds the Fidelity Loan and Trust Company, the name having been changed Oct. 9, 1891. The late D. M. Ferry, famous throughout the country as a seed grower, was its president. Business was transacted in a small bank building at 27 West Larned street.

Mr. Blair became president in 1908, when there were about 75 employees, including 30 employees of the Union Trust Building Company. The steady growth which the Union Trust has enjoyed during the 19 years of Mr. Blair's presidency has seen a commensurate increase in the firm's personnel, which now numbers 1,025. Capitalization has increased from $500,000 to $2,500,000. Prompt recognition and adoption of improved business methods, reflecting a keenly progressive spirit, have played their part in the rise of the company, its officers assert. Mechanical devices have very largely supplanted old-fashioned bookkeeping throughout the organization. Friendly contact with its customers also has figured importantly in the growth the years have brought, the Union Trust Company's slogan being "The Friend of the Family".

COMMITTEE ON UNIFORM POLICIES IS APPOINTED.

Uniformity or standardization of forms has been discussed and presented probably more than any other subject. It has been a subject of consideration and interest at every title meeting for years. It was decided at the Mid-Winter Meeting of this year to take some definite action and study the matter with a view of drafting and recommending for adoption, a standardized policy form for use throughout the United States.

A resolution was passed that a committee be appointed to conduct this work, and President Woodford announces the personnel of the Committee on Uniformity and Standardization as follows: Harry C. Bare, Chairman, Vice President, Merion Title and Trust Co., Ardmore, Pa.; Stuart O'Melveny, Executive Vice President, Title Insurance and Trust Co., Los Angeles, Calif.; Pierce Mecutchen, Title Officer, Land Title and Trust Co., Philadelphia, Pa.; George L. Allin, 285 Madison Ave., New York City; Benj. J. Henley, Executive Vice President, California-Pacific Title and Trust Co., San Francisco, Calif.; Worrall Wilson, President, Washington Title Insurance Co., Seattle, Wash.; J. M. Dall, Vice President, Chicago Title and Trust Co., Chicago, Ill.

A standardized policy has already been adopted and is in use in a number of places. It seems that such a thing is practical and feasible and its use would bring many favorable and desirable reactions. This Committee has a responsible task and one that calls for a great deal of arduous work.

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.)

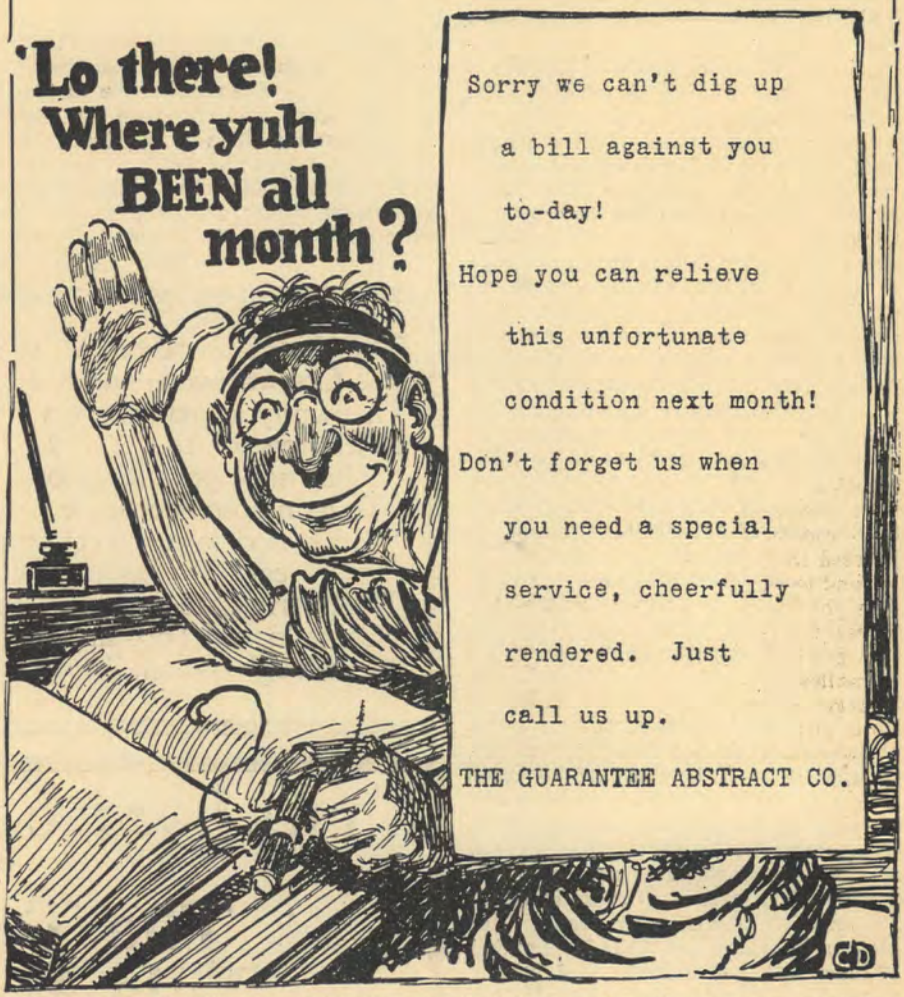
STATEMENT

The Guarantee Abstract Co., Inc.

Jno. N. Ellyson, Manager.
Georgetown, Texas.

To.....

.....



Each month this company looks over its ledger and sends a cartoon reminder, similar to the above, to all its customers who have not sent in any business during that period. A novel, good natured medium that keeps contact with clients.

A Successful State Organization

By RAY McLAIN, Oklahoma City, Okla.

Oklahoma is one of the states where the title business is conducted through abstracts of title, and abstracting, in the state of Oklahoma. has developed to a high standard.

The Oklahoma Title Association is composed almost altogether of abstracters, and has in the last six years developed into a strong organization. It has undertaken a number of activities for the benefit of its members; a few of which have not yet materialized, and several of which have been successful and very beneficial. Some of these activities have been discussed at the National Conventions, and it has been suggested that they might be interesting to the members who read the TITLE NEWS issued by the American Title Association.

One of the activities which has been undertaken by the Legislative Committee, and it has failed so far, is to obtain the passage of a law by the Oklahoma Legislature requiring that every abstracter, before he may engage in the abstract business, have minimum specified qualifications. This minimum qualification, as outlined in the law, was that each abstracter have a complete set of indexes to the public records compiled from the records in various offices and not copied from the court house indexes. The other qualification provided for a graduated bond. Oklahoma now has a bond uniform in all counties of $5,000.00. It was proposed in the new law to graduate this bond to correspond with the population in the various counties, or to the assessed valuation in the various counties in grades running from $5,000.00 in the smallest counties to $35,000.00 in the larger counties. This law has failed on the plea and activities of the curbstone abstracters claiming that the law was designed to put them out of business. In place of a law on the statute books, which they have failed to obtain, the Oklahoma Title Association has adopted a Uniform Certificate, and added a paragraph in each certificate, in which paragraph the abstracter states what his qualifications are—that is, the kind of indexes that he has, the kind of bond he filed and when it expires. This gives information to the examiner as to what facilities the abstracter has for making accurate abstracts, and places before him a definite statement as to whether his bond is alive or whether it may have expired. It is believed that this statement occurring in all of the abstracts of the members of the association will soon tend to cause a demand on the part of examiners for similar statement on all abstracts, and thereby automatically create a demand for abstracts furnished by legitimate abstracters.

Another activity wihch has been undertaken by the Oklahoma Title Association is a central office under the Secretary, where deadbeat customers are listed and the information distributed by the Secretary to members of the Association, who can thereby avoid letting these parties open accounts where they have proven to be unsatisfactory. It has also assisted in the collection of a number of bad accounts; where these parties have come to another community and required abstracts. they have frequently been unable to obtain them until they have settled the accounts they owed in other localities.

The Oklahoma Title Association publishes regularly each month a publication called the "Title Bulletin." The principal purpose of this bulletin is not so much to give news of the various abstracters as it is to keep up with the current decisions of the State Supreme Court and the new laws enacted by the State Legislature. Arrangement is made with one of the members to cover decisions of the Supreme Court as fast as ended, and any which apply to abstracters are published in the monthly bulletin. This enables the abstracter, with very little reading and with no expense, to keep right up to the minute on his job. Without this service he would frequently be ignorant of important decisions that had immediate effect upon his business. The bulletin does not aim to be a pretentious affair, but to be a modest, useful, and regular issue.

The association conducts each year a Better Abstract Contest, and a cup is awarded to the winner which proves to be an extremely valuable advertising asset to the abstracter who wins it, as well as affording a study of the methods of the different abstracters at the Annual Convention.

The Oklahoma Title Association believes in working toward uniformity, and it has accomplished a great deal by continually agitating and working on this subject.

The abstracter stood at the pearly gate,
His face was worn and old;
He merely asked the man at the gate
For admission to the fold.
"What have you done down there," asked Peter,
"To gain admission here?"
"Oh, I used to run an abstract office down there for many a year."
The pearly gate swung sharply, as Peter tapped the bell,
"Come in, old Top, and take your harp; you have had enough of Hell."

THE MISCELLANEOUS INDEX

Items of Interest About Titlemen and the Title Business

A recent issue of the "Nashville Tennessean" contains a full page write-up of the Guaranty Title Trust Co., and the story is entitled, "History of Company Having 42 Year Record of Progress in Filling Great Need Here."

It described the operations of a title company, and the place it fills in business and commercial life. A complete history of the company is also given and pictures of the officers shown. Among them are faces familiar to many members of the Association, J. M. Whitsett, President; J. R. West, Secretary and Chief Examiner, and M. B. Kirby, Assistant Secretary.

A picture of the company's office is also shown, and is given the caption, "Home of the Institution That Protects Titles."

"The Fort Lauderdale Greetings" is an interesting and very unique newspaper, in that it only prints matters of local interest and yet is a real newspaper in make-up style, etc.

A recent number contained a very interesting article on the importance of having abstracts prepared by competent, skilled abstract companies and went into detail about the importance of the abstracter and his work.

It also told of the immense amount of work and expense incidental to the building and maintaining of a set of indexes, abstracters records, etc., and described a trip through the office of Jess Ryan, the Lauderdale Abstract and Guaranty Title Co. It is good to have this kind of publicity and recognition from the newspapers, for it all helps to apprise the public of the importance of the abstracter and his work.

The Metropolitan Life Insurance Co., New York City, takes pleasure in announcing that the board of Directors on Apr. 26, 1927, appointed Mr. Frank Ewing, Assistant General Counsel of the Company.

Mr. Ewing has been a member of the Title Examiner's Section of the American Title Association for many years, and very much interested in its work. He is held in high regard and esteem by the title fraternity of the entire country.

Announcement is made of the consolidation of the Monmouth Title Co., Freehold, N. J., and the County Guaranty Mortgage Co., Asbury Park, under the name of the Monmouth Title and Mortgage Guaranty Co.

The new company has a capital of $1,000,000.00, fully paid, and resources of over $2,000,000.00. Offices are maintained in Asbury Park, Freehold, Toms River and Mount Holly, and service will be rendered to the three counties of Monmouth, Ocean and Burlington.

Officers of the company are: President, Richard W. Stout, an officer and director in each of the two companies consolidated in the merger and active in many other business and community enterprises; First Vice President, Frank C. Borden, Jr., likewise an officer and director of both former companies, officer and director of several financial institutions in the territory, and present Mayor of Bradley Beach; Second Vice President, Harry A. Watson, President of the Asbury Park and Ocean Grove Bank, Commissioner of the City of Asbury Park and active in many enterprises; Treasurer, George W. Pittenger, Treasurer of the County Guaranty Mortgage Co., and City Commissioner of Asbury Park; Secretary, Stephen H. McDermott, long connected with the Monmouth Title Co., Freehold, and Secretary of the New Jersey Title Association.

The Southern Surety Co., Des Moines, Iowa, is issuing a timely and interesting monthly newspaper entitled "Title Realty News." This is a fine medium of publicity as well as being issued in a meritorious cause. It is issued in connection with the Des Moines Board of Realtors. They furnish some of the copy and the Boy Scouts organization distributes the circulation, which was 20,000 in April.

"Clean Up and Paint Up" week came in May, and that topic featured that month's edition.

The idea which prompted the publication was to stimulate interest in real estate and the results have justified the effort.

Making abstracts on a cut price basis is the same as any manufacturer or merchant doing business at a loss—it will eventually end in failure.

It demoralizes the business for everyone; it destroys the incentive and possibility for service and brings the abstract business into bad repute.

But most of all—it brands the cut-price maker's abstracts as inferior, because no article of merit needs to be marketed on a reduced or cut price basis.

The Title and Trust Co., of Portland, Ore., announces its title insurance policies are now available in the following counties and as a part of the service of the abstract companies named: Clatsop County, Astoria Abstract Co.; Linn County, Linn County Abstract Co.; Marion County, Salem Abstract Co.; Douglas County, Douglas Abstract Co.; Jackson County, Jackson County Abstract Co.; Klamath County, Wilson Abstract Co.; Deschutes County, Deschutes County Abstract Co.

The company has also outlined a comprehensive program of advertising and publicity for its inland represent-

The Wisconsin Title Association

Will Hold Its

1927 CONVENTION

IN

WAUSAU—JULY 23

Some interesting matters will be presented at this meeting.

The abstract business in Wisconsin will benefit materially if they are adopted and carried to accomplishment.

Local Entertainment Committees

Detroit Convention, American Title Association

(Selected from personnel of our hosts and sponsors, Union Title & Guaranty Co. and Burton Abstract & Title Co.)

General Chairman
E. H. Lindow

Steering Committee
E. H. Lindow, *Chairman*
J. E. Sheridan — D. Jamieson
L. C. Diebel — Louis Burton
C. F. Berry — Ed. Munro

Sponsors
Frank W. Blair
John N. Stalker
C. M. Burton
Executive Committee of Michigan Title Assoc.

Entertainment
J. E. Sheridan, *Chairman*
C. F. Berry
J. Reynolds
E. H. Lindow
R. Schmidt
R. Burton
R. Flattery

Hotel
L. C. Diebel, *Chairman*
P. Everts

Publicity
Homer Guck, *Chairman*
A. Scheifle
George Thalman

Exhibit
Tom Dilworth, *Chairman*
C. F. Berry
A. Scheifle
G. Janiga

Registration
Cedric Morris, *Chairman*
N. Malcomson
E. Septak
T. Bergsma
C. Anderson
F. Wilcox
C. Shtuco
A. Cadieux
E. Grotowsky

Arrangements
Cedric Morris, *Chairman*
S. Earp
C. Mansfield
G. Thalman

Transportation
L. C. Diebel, *Chairman*
C. Rohde
P. Everts
R. Donahue
C. Patz
F. Pyne

Wives Entertainment
Grace Koyne
Mrs. Lindow
Mrs. Sheridan
Mrs. Diebel
Mrs. Berry
Mrs. Trucks
Mrs. Brooks
Miss Burton
Miss Wilson

atives and furnishes mats to them for their advertising copy.

Announcement is made of the appointment of Mr. Frederick W. DeCamp as Title Officer of the Associated Bankers Title and Mortgage Co. of the Oranges, East Orange, N. J. Mr. De Camp is assistant secretary of the New Jersey Title Association.

A set of new and original ideas and mediums for advertising title insurance have been issued by the Fidelity Title and Mortgage Guaranty Co., Newark, N. J.

They have been created in a most elaborate and impressionistic make-up and immediately attract the attention of anyone in whose hands they might fall.

The Washington Title Insurance Co., Seattle, Wash., announces expansion of its activities into seven counties of the state, and its service is now available in the following counties and through the agencies named: Cowlitz County, Longview Title Co., Longview; Grays Harbor County, Pacific Title Co., Aberdeen; King County, Osborne, Tremper & Co., and Seattle Title Trust Co., Seattle; Kitsap County, Thomas Ross, Port Orchard; Skagit County, Skagit County Abstract Co., and Beard Abstract Co., Mount Vernon; Snohomish County, Snohomish County Abstract Co., Everett; Whatcom County, Whatcom County Abstract Co., Bellingham.

The Bennett Land and Title Co., Greenville, Mo., is doing a very commendable advertising stunt in the publication of a little document entitled "Title News." This contains a lot of interesting items on title matters, both news and reprinting McCune Gills court decisions as furnished for the Missouri Title Association. The company reports that it is using it both as an advertising medium and an educational measure, sending it among the farmers and business men of the county, including banks, merchants, etc. Since the first issue, many complimentary letters have been received and an order from one new customer, received as a result of the idea, more than paid for several issues.

The Hudson Counties Title and Mortgage Co., operating north of Westchester County, New York, has recently doubled its capital and increased activities have necessitated that more of its office building be taken over by the title company.

The Title Guaranty & Trust Co., Chattanooga, Tenn., recently announced that it would shortly issue Title Guaranty No. 50,000 and that the applicant for that policy would receive the policy free, and the company would also prepare all papers and close that particular deal at no cost.

This company has had an interesting growth and career, and its progress is a record of its service. Policy No. 1 was issued in October 1891; No. 25,000 on Oct. 22, 1922; and No. 50,000 was issued on May 11, 1922.

There is a coincident, in that the very first policy of the company was issued for $6000.00 and Application No. 50,000 was issued for the same amount.

Rapid progress has been made in the past few years in making title insurance popular and the accepted evidence of title.

An elaborate and highly interesting book was issued by the American-First National Bank, Oklahoma City, on Apr. 22, 1927, commemorating the thirty-eighth anniversary of Oklahoma City and the American-First National Bank, parent company of the American National Co. This book tells a most interesting story of the birth and growth of Oklahoma City and its first bank, and is profusely illustrated. It tells in word and picture of the growth of this metropolis of the plains, the city built in a day by the 6,000 participants of the "run" who found themselves gathered around camp fires one night.

Considerable space is given to the story of the company's title business, in charge of Ray McLain, Vice President.

There never was a product made,
This truth you must confess:
But what some bird could make it worse,
And sell his junk for less.

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'Melveney, 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. VanDyke, 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, Chelten 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. Haeberle, 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, Freemont.
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.

Califoria, 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, L. S. Booth, Chairman, Seattle.
Pres., Osborne, Tremper & 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 Title Insurance 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.
Panhandle Abst. Co.
Secy.-Treas., Karl L. Mann, Emmett,
Gem County Abst. Co.

Illinois Abstracters Association

President, Lynn R. Parker, Lincoln.
Vice-Pres., W. A. McPhail, Rockford.
Holland-Ferguson Co.
Treasurer, Alma B. Lilly, Lewiston.
Groat & Lilly.
Secretary, Title Examiners Section, R. Allan Stephens, Springfield.
Secretary, Harry C. Marsh, Tuscola,
Douglas County Abstract & Loan 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., Pearl K. Jeffery, Columbus.

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, C. E. Tuttle, Hastings.
Vice President, Albert F. Anderson, Detroit Lakes.
Secretary-Treasurer, E. D. Boyce, Mankato.
Blue Earth County Abstract 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 Abtract 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. Dougherty, Omaha.
Federal Land Bank.
Vice-Pres., 1st Dist., Sidney 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 Mexico Title Association

President, A. E. Pettit, East Las Vegas.
Las Vegas Title Grty. Co.
Vice-Pres., L. A. Sanders.
Gessert-Sanders Abstract Co., Roswell.
Secy.-Treas., Phillip N. Sanchez.
Mora Abstract Co., Mora.

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

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