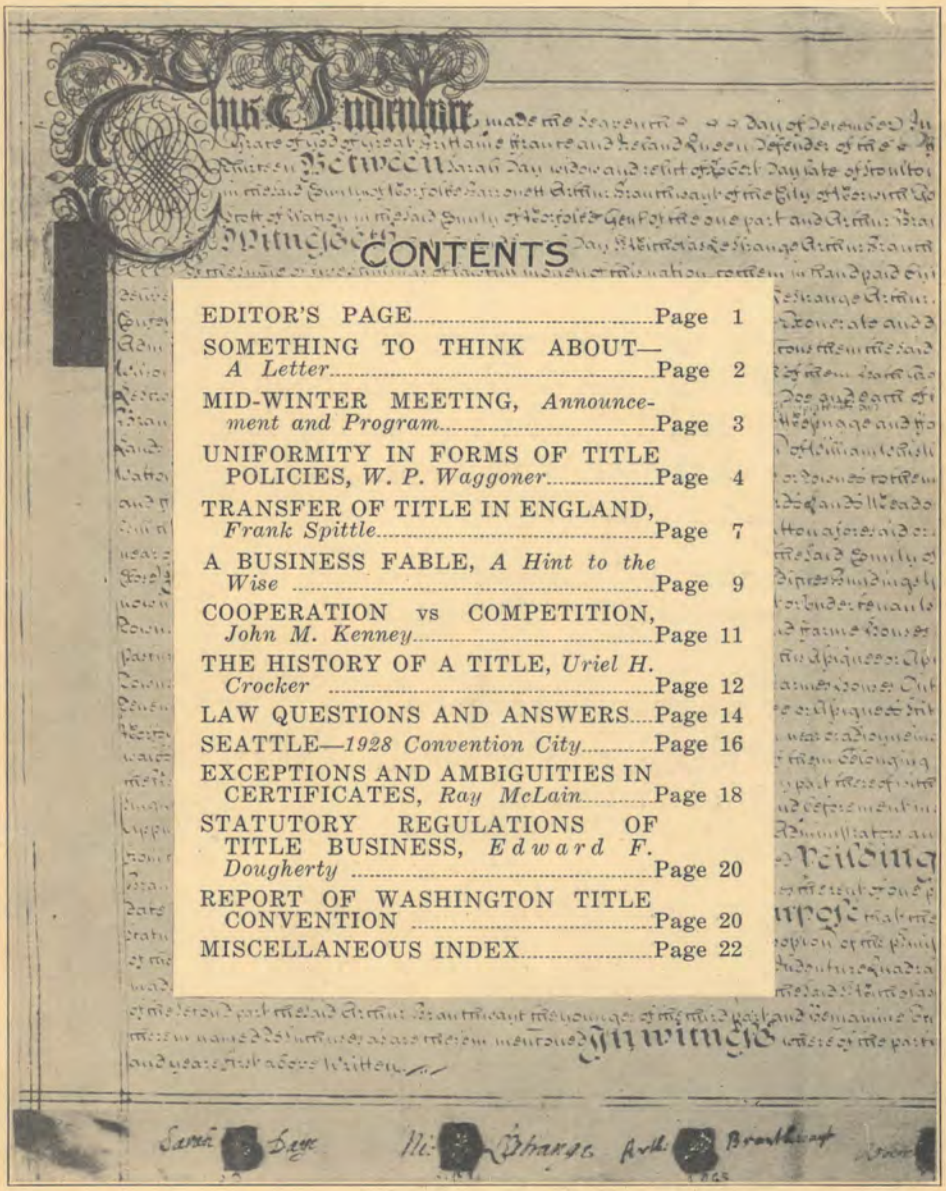
Title News

Vol. 7 *JANUARY, 1928* *No. 1*



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"Under all— but the land"

The TITLE'S the THING

Upon it depends the right to use, own and enjoy the possession of Real Estate and be able to readily dispose of it at will.

TITLE INSURANCE

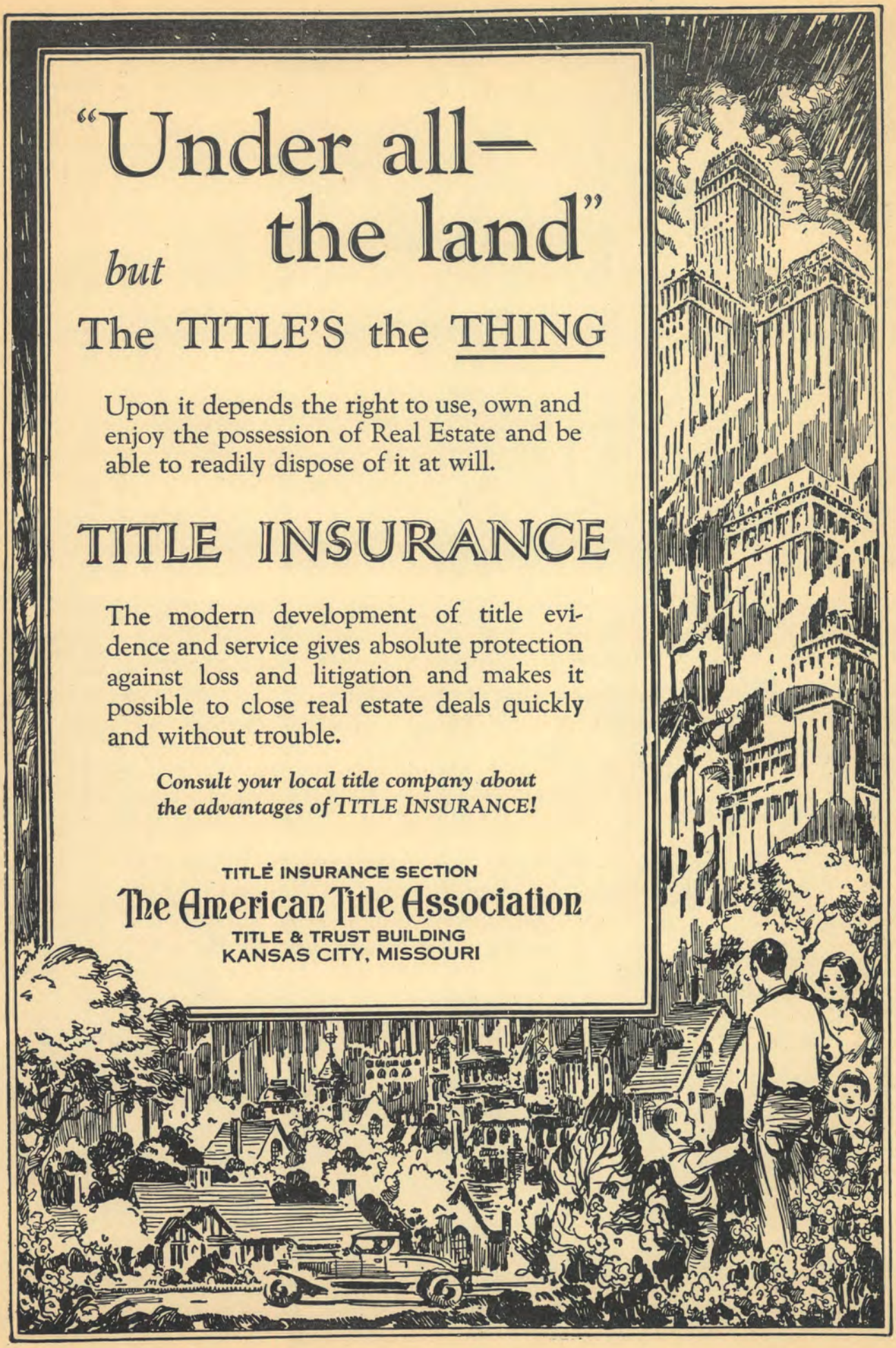
The modern development of title evidence and service gives absolute protection against loss and litigation and makes it possible to close real estate deals quickly and without trouble.

Consult your local title company about the advantages of TITLE INSURANCE!

TITLE INSURANCE SECTION

The American Title Association

TITLE & TRUST BUILDING
KANSAS CITY, MISSOURI



The above is the third of a series of advertisements being presented by the Title Insurance Section and appearing in certain national trade publications.

TITLE NEWS

Issued Monthly by and as the Official Publication of

The American Title Association

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Vol. 7 JANUARY, 1928 No. 1

Editor's Page

IF you want to get all the good things that are in this issue, you'll have to read it from cover to cover. We can't call your attention to a few special things. Every word is worth while.

GIVE special attention, however, to the Mid-Winter Meeting. The program is shown on page 3, and an inspection of it is enough to show anyone that some more history is going to be made for the title business at this session. A number of very important subjects are going to be presented. Title men from all over the country are going to be present, and if you really want to do something that will be of great benefit to you and your business, attend this meeting. There will be two days of mighty interesting business, of profitable association with other titlemen, and the Chicago Title & Trust Co. is going to entertain those present by a dinner and theater party.

THERE are three frank and to the point messages in this issue. Ye Editor wants you to read the monthly letter appearing on page 3. Then turn to page 11 and read John M. Kenney's challenge. Mr. Kenney is Secretary of the Wisconsin Association, and the youngest state official, but this indicates he knows quite a little about what it's all about. Then read Ed Dougherty's article on page 20. Mr. Dougherty is Counsel of the Omaha Federal Land Bank, and just finished a term as President of the Nebraska Association. After you read these various ideas, think them over and see if you are not impressed with their truth and pertinence.

UNIFORMITY,—given so much consideration, its feasibility and necessity in some degree so realized, and yet so hard of achievement. W. P. Waggoner gives a clear presentation of it in his article on page 4. He has been doing some good work this year upon this subject, having been appointed chairman of a Committee on Uniformity of the California Land Title Association.

The Title Hound says:

There's a lot of howling among those in the title business because of price cutting, commissions and other things the "competitor" always does.

These aren't any worse in our business than in any other, in fact not nearly so bad as most of them.

Others compete on the basis of service and quality alone and not by all runnin' a race to the cellar.

If you don't like the way your competitors do, don't run your business their way and howl about it.

If you haven't got as much business as you want, and aren't making enough money, get your old buzzer to working and try to think how many new ideas and sidelines you can add to it.

Lots of guys are making a go of their abstract businesses, but you can't find out about them by draggin' around your own yard.

Read TITLE NEWS and attend the state and national conventions. You'll add some new bones to your pile.

THE American land title scheme and system is the best in the world, despite some of its short-comings. And learning of the systems in other countries only makes us realize how far ahead we are. Frank Spittle, of Astoria, Oregon, has prepared an interesting story of the English system. Mr. Spittle was born and educated in England, spent several years in the office of a solicitor there and had first hand experience in the copyhold and common law systems of conveyancing. Thinking law too dry, he came to America seeking adventure. An accident incapacitated him from manual work, forcing him back to law. He was admitted in Oregon in 1892, was engaged in building some of the first abstract books of the state, and now specializes in probate, title and corporation law. He is counsel for the First National Bank, Astoria, and local counsel for the New York Title & Mortgage Co.

ANOTHER elusive subject—abstracters' certificates that are real, and uniform certificates within states. Oklahoma has accomplished much in both, is in fact the leading state. Ray McLain, leader in the movement, gives some pertinent facts on the subject.

BY popular request, we reprint that old-time favorite and always readable legal-title-romance, "History of a Title," by Uriel H. Crocker. This has appeared many times in many publications but will always be reprinted from time to time for the benefit of new readers.

The American Title Association

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

January 16, 1928

Fellow Titlemen:

The efficiency of service rendered by abstracters or title companies, their own welfare and success, are all dependent upon the consideration they themselves give to these matters, and the mediums they provide to be available or used to accomplish the necessary.

Everyone knows that the title business has many problems, and there is much needed work that must be done. Likewise everyone knows that the state organizations with the assistance of the national association are the agencies for conducting the work. Nothing will be accomplished by indifference, an insufficient amount of moral support, actual work and effort by an interested personnel, or lack of funds. By reason of years of effort, a great interest has been created in both the state and national associations. An army numbering into four figures is enthusiastically conducting their activities and more stand by waiting, even anticipating an opportunity of being called into the work.

But the pathetic part is, that both the state and national associations are trying to conduct present day activities on an antiquated financial basis. There is not a state association that is sufficiently financed to really do any work. Many a local waiters, dish-washers or other menial work group has more financial support than any of the state title associations, and some more than the national.

The state associations need to be provided with some sum greater than a few paltry dollars. The American Title Association should be provided with an adequate amount secured upon a dependable and equitable basis. A scheme is now being considered and worked out that will provide funds for both state and national association maintenance and that will equalize the expense among the members according to their ability and proportion.

Be prepared to give this consideration when it shall be presented.

Sincerely yours,

Richard B. Hall

Executive Secretary

Mid-Winter Meeting and Joint Conference Next Important Affair

Program Most Pretentious Yet Attempted—Designed to be Informal and Provide Maximum of Discussion

An event second in importance only to the Annual Convention is scheduled for this month. It is the Annual Mid-Winter Meeting and Joint Conference of State and National Officials. This meeting is a great influence in the associations affairs—some think it the most interesting and practically valuable event in its activities.

The program and meeting this year are in charge of Edward C. Wyckoff, Vice President of the Association, and ex-officio Chairman of the Executive Committee. The program has been planned to get away from cut and dried routine matters, formal presentations and discussions, and to provide for an actual study and discussion of practical every day matters of importance, problems of the business, and consideration of the work of the state and the national associations.

There will be four subjects formally presented the first day. The question of "marketability" as it affects title insurance will be presented. A treatise on its being incorporated in title policies and covered thereby will be given by Stuart O'Melveny, Executive Vice President of the Title Insurance and Trust Co., Los Angeles. The opposite theory, it not being included, and methods used in handling questions arising therefrom, will be given by J. M. Dall, Vice President of the Chicago Title & Trust Co.

Ed F. Dougherty, Counsel of the Federal Land Bank, Omaha, an ardent supporter and advocate of the title associations and titlemen, is going to tell what his observations are upon the abstracter and state title associations. This should be good as Mr. Dougherty has been in close business relations with abstracters for some time, and also just finished a term as President of the Nebraska Title Association.

Bruce Caulder, chairman of the membership committee, is going to tell some interesting things about membership qualifications, requirements for state associations, and how the title business can be improved thereby, or will such make any difference?

The Illinois Abstracters Association sometime ago started a title examiners section. That group developed into quite an organization and has taken a very active part in the state associations affairs. R. Allan Stephens of Springfield, President of the section will tell of the desirability and advantages such an organization can be to state title associations.

It is anticipated that these matters, together with the discussions of them and others that will be presented by some of the association officials, will take up the first day. That evening, the visitors will be entertained at dinner and a theatre party by the Chicago Title & Trust Co.

On Saturday morning, it is anticipated that the Open Forum session will bring the liveliest and most interesting session ever held at a title meeting. A number of subjects have been chosen. Everyone is requested to study them in advance and come prepared to take part in the discussion and several have already signified they are going to be heard on various matters.

The program follows:

PROGRAM

Annual Mid-Winter Meeting and Joint Conference State and National Association Officials

Chicago, Ill. January 27-28, 1928

Headquarters, Sherman Hotel.

Friday.

9:30 A. M. Call to Order by Chairman, Edward C. Wyckoff.

Address of Welcome and Message from President, Walter M. Daly.

Report of Executive Secretary, Richard B. Hall.

Report of Treasurer, J. M. Whitsitt.

Discussion on Insuring Marketability. By Stuart O'Melveny, Executive Vice President, Title Insurance & Trust Co., Los Angeles, Calif. J. M. Dall, Vice President, Chicago Title & Trust Co., Chicago, Ill.

Discussion, State Association Membership Requirements—Would they be Beneficial? By Bruce Caulder, President, Lonoke Realty & Abstract Co., Lonoke, Ark., and Chairman of the Membership Committee.

Adjournment for Luncheon.

2:00 P. M. Discussion, Observations on the Abstracter and State Title Associations. By Ed. F. Dougherty, Counsel, Federal Land Bank, Omaha, and Retiring President, Nebraska Title Association.

Discussion, Active Title Examiners Sections in State Associations. By R. Allan Stephens, Springfield, Ill., President of Title Examiners Section, Illinois Abstractors Assn.

6:00 Dinner, Bismarck Hotel.

Theatre Party, Palace Theatre.
Delegates will be guests of the Chicago Title & Trust Co.

Saturday.

9:30 A. M. Reports of Officers of State Associations.

Report of Chairman of Title Insurance Section, Edwin H. Lindow.

Report of Chairman, Title Examiners Section, John F. Scott.

Report of Chairman, Abstracters Section, James S. Johns.

Open Forum Discussion.

The following subjects will be presented and discussed:

How to sell abstracts and title insurance in rural communities.

How to educate property owners to have title examined.

Regional Meetings—how can they be organized, and will they increase the benefits of association work.

(Continued on next page)

Experiences and results of holding Regional Meetings.

Should state laws require substantial deposits as a prerequisite to incorporation of a title insurance company.

Are chain title companies justified.

Membership in state associations, what should fees be.

Some suggestions and methods for keeping-up membership.

Can the American Title Association render real assistance to the state associations—what work would be helpful to them—should not national association make definite suggestions to state organizations—can suggestions be made that will help standardize conduct and practice of business applicable to the various states—what should be the relation between state and the national associations.

How can the standards of the abstract business be raised—will elimination of the curb-stone abstracter help—does payment of commissions help or hinder higher standards—would a uniform form and style of abstract help—would a uniform certificate be of value—is it feasiable and desirable to have a law in the various states for the licensing of all abstracters?

National advertising—can it be done—how should it be handled and through what mediums.

Is title insurance gaining or losing.

Credits and handling of accounts.

How serious is the federal lien question.

Uniformity in Forms of Title Policies

By W. P. Waggoner, Los Angeles, California

California has been recognized as one of the leading States in the development of the title business. Title Insurance is now being recognized as a commercial necessity throughout the United States, and we of this association must study this feature of our business from every angle and familiarize ourselves with it, if we are to meet the future demands for title service and maintain our leadership.

We are all familiar with the, shall I call it, "evolution" of the title business from abstracts to certificates and from certificates to guarantee and policies of insurance.

The growth and development of a given community has largely determined the kind of evidence of title which would meet the needs of that community. In smaller communities where transfers are few and loans made locally, the abstract system is sufficient. The abstracter, his plant, his competency and the general basis of his work are all known to his clients, as is also the attorney who has passed on the abstract and in addition to that, and perhaps of more importance to such clients is the fact that they know the property and condition of title from common knowledge of the community and have known it for years. In many instances they will take the abstract and opinion and put it away without so much as looking at it, accepting it as sort of necessary evil. As the community develops, new people come in, and loans are made from persons or firms representing capital from outside financial centers. In these cases the party directly interested does not, from personal knowledge, know the property and must rely upon the abstract and attorney's opinion for his security. As he has selected his own attorney, his element of unknown security or insecurity, rests with the abstracter. In many, if not most instances, the attorney is not a local man and therefore is not acquainted with the abstracter, immediately the question arises as to his equipment and ability, as to what matters have been examined and how fully they have been covered. Each abstracter has his own ideas as to what he should cover and how it should be shown and sets up his forms accordingly. Each examining attorney has his own opinion on the subject and often returns the abstract with his request for certain corrections, changes and additional information. In time the abstracter changes his form in one particular or another to meet the requirements of such attorney. As the ideas and requirements of attorneys in different communities vary, so abstracts in those communities differ.

As the large insurance and loan companies began making loans generally throughout the United States and evidences of title from different communities were forwarded to the companies' examining attorney, such attorney not only had to investigate the abstracter but had to familiarize himself with the forms and practices of each different community and would often return the abstract for additional information or explanation to meet his own ideas, and at this stage a desire for more uniformity began to manifest itself. In looking over the reports of the Abstracters Section of the American Title Association, we find that body making every endeavor to meet this demand and to meet it by uniformity in abstracts, certificates and practice.

W. P. WAGGONER,
Vice President and Manager, California Title Insurance Co., Los Angeles.

In an article before the Atlantic City Convention on "Uniformity," Ray McLain, Chairman of the Abstractors Section, said,

"The people who are acquainted with your certificates are limited in number; but when you adopt a uniform certificate throughout the state, the acquaintance with the certificate is not limited; it is generally known throughout the state, and not only throughout the state, but in other states, and when that certificate is seen in an abstract, it creates a confidence that cannot be there in any other way, except by long acquaintance with your own particular company."

In Southern California, as laws became more complicated, title business increased, and attorneys began to specialize in different branches of the law, the abstract was discarded for the Certificate of Title. Each title company retained its own examining attorneys who passed on the abstract as compiled and whose opinions were certified by the company. This Certificate of Title was soon accepted as a more satisfactory evidence of title, but its value was based on confidence of the public in the issuing company. In time curb-stone companies who did not have the facilities or ability to issue a certificate showing the true condition of the title so certified, appeared in the field and as a protection to the public and to insurance marketability of their own evidence of title, the more responsible companies changed from the Certificate of Title to the Guarantee of Title, thus insuring the purchasing public that the issuing company was under state supervision and that the evidence of title was protected by a deposit with the state. This evidence of title was satisfactory locally although each company developed its own form, following generally the form of the largest company, with changes to meet the

ideas of the executives and attorneys of such individual company.

The change in Northern California was from the certificates and abstract to policies of Title Insurance, but here again, while the policies were basically similar, each company developed and until recently retained its own individual form.

At first, as was the case with abstract communities, business relating to transfers of and loans on real estate was done locally, and as people were accustomed to the evidences of title in their respective communities, the form used locally was always most satisfactory.

With the rapid development of California as a whole, the business began to spread and where real estate operations had been local they became statewide, so we find Northern California bankers and real estate operators requesting the same evidence of title in the South which they received in the North, and Southern California operators wanting the same in the North to which they were accustomed in the South. The old adage says "When in Rome do as the Romans do," but it is a human trait to want to change that adage to read "When I am in Rome, Rome should be as I wish it."

California, in its development, became a most attractive field for Eastern capital and as the large insurance and loan companies sent money out here they received with each loan a different evidence of title from different communities and a differently worded form from each company, and while the local bank or loan company was familiar with the form and knew its protection, the foreign company was not and could not understand why the provisions of forms should differ. Accordingly they began to prepare forms of their own to meet their own ideas, probably on the theory that as long as the people in the business were not agreed on what constituted the best evidence of title, they might as well take a hand and get one to suit themselves.

We should work on the theory, or rather fact, that all titles are fundamentally the same and that the requirements of loan companies are basically the same.

Let us consider, for a moment, fire insurance policy forms, conceding that the cases are not entirely parallel, yet we may be able to benefit by the experience of these companies.

While England is conceded to be the home of insurance, the writing of fire insurance in the United States had its origin in Philadelphia and spread from there. The Commissioner of Insurance in New York is perhaps the dominating factor of the business and rulings from his office are promptly complied with by all companies.

In the development of fire insurance nationally, each company adopted the New York form of policy, primarily, because its provisions have been litigated and construed by the courts. In California certain conditions existed which led the various companies to make some changes in this form. Basically these changes were the same, but the wording of the clauses differed to suit the requirements of the legal departments of the various companies. Among the most important changes was the earthquake clause, which provided that the company did not insure against loss by fire due directly or indirectly to earthquake. Up to the time of the disastrous fire of 1906, the public paid little attention to the wording of such clauses, as no considerable loss had ever been occasioned thereby, but following the fire, certain of the issuing companies took the attitude that the fire was at least indirectly due to earthquakes and that therefor, under the provisions of their policies, they were not liable. The controversies which took place at that time are matters of common knowledge, and while most of the companies decided to pay at least a part of the losses as a matter of policy, because of the various forms of policies and the rulings of the different companies, some losses were paid dollar for dollar, some on a pro-rate basis and some not at all. The fire and controversy following it brought the matter directly before the public, which up to that time had, in most cases, purchased its insurance without particularly studying the contract and with the belief that ample protection was afforded. Because of this public interest, the matter was taken up with legislators all over the state and in the ensuing session of the legislature, was one of the foremost subjects before that body. Realizing that the legislature was going to take steps to force upon the insurance companies a standard form of policy in the State of California, the companies immediately sent representatives to Sacramento to assist in the drafting of the bills so as to protect against legislation which would be unfair to their business and a long bitter fight was waged on the bills in committees and on the floor. The main objections of the insurance companies were based on the fear that the proposed form would have clauses which had never been construed by the courts and that accordingly the companies would not have the proper protection. As between themselves, however, the insurance companies could not agree what changes should be made and where they were safe and where not.

It is the opinion of some of the insurance men that considering the standard form of fire insurance policy as their creation, the legislature at each session feels that it must have the matter brought up and regulated a little more. Bills are continually being introduced from, and to take care of, communities writing smaller policies which, if enacted, would work hardships on those writing in communities where policies are larger. Some of the companies feel that having the forms controlled by law is perhaps an advantage over attempting to establish them through an association, as it might be very difficult at times to hold some of its various members in line; however, the parties with whom I have discussed the matter have agreed that had the insurance men themselves settled upon a standard form, the matter could have been handled with more ease and perhaps to the greater advantage of the insuring companies and the public.

Originally then, standardization of fire insurance policies was not done at the initiative of the insuring companies, but was forced upon them by the public through legislation.

Since the original enactment, the companies have taken the initiative in many instances in insuring different classes of risks: business risks, residence risks, etc. It has been the custom of the various companies to write into the California Standard Form, in their own language, the description of these risks and the specific provisions relating thereto. Owing to the different wording used, disputes have often arisen when more than one company has insured the same property, as to which company should pay the loss. This led to the companies getting together through a Standard Form Bureau and standardizing and printing the riders for the various classes of risks.

Casualty companies have not yet adopted a standard of policy, as the business is comparitively new and includes a great many different lines. The general opinion seems to be that these policies also will eventually be standardized, either voluntarily or by reason of the demands of the public for standardization.

Each year the title business is becoming more complicated, new laws are being enacted creating new hazards, the public is demanding more and more in service and is criticizing the business because of difference in rulings, form, prices and practices of the different companies. In looking back, we find that up until recently, the development of our business has been local and the dominating influences have been the customs and practices of the local community. Now, however, we find it being influenced to a great extend by outside interests and demands.

Is there any better way for us to gain the confidence of these outside interests than by working out our problems uniformly and educating the public to the fact that we do know our own business and are agreed among ourselves that we are giving them all the protection that knowledge affords?

The problem of uniformity is not local. The following is a letter received from Mr. Richard Hall, National Secretary, in reply to a wire asking for information on other states.

"Your wire received and I am glad to know that California is interested in the matter of uniform policies. This is in line with the activities of many

states, and it has become so important that the American Title Association has been requested to investigate the matter and see if it could not encourage the movement. Probably the strongest committee ever appointed for any association activity was formed last month and is now working. Harry Bare of Ardmore, Pa., is Chairman of this committee. The other members are Stuart O'Melveny of Los Angeles; Pierce Mecutchen of Philadelphia; George L. Allin of New York; Benjamin Henley of San Francisco; Worrall Wilson of Seattle, and J. M. Dall of Chicago."

"The New York Board of Title Underwriters has adopted a uniform policy and this is in use throughout the State of New York. This form is being accepted generally as the model form to be adopted universally. Pennsylvania has just agreed upon uniform forms, and they will be adopted at their state convention now in session. Tennessee, with its five or six companies, has done the same and Texas will make a report at its convention in July, which will be a recommendation for adoption of a standardized form."

"There are several points in favor of this, as you can readily comprehend. Local conditions of course, may make for certain exceptions in 'Schedule B' different than where applicable generally and to fit some particular condition. I can see no reason, however, why the 'front page' or body of the policy and the back page or fine type conditions should not be the same throughout the United States, both for owners and mortgagees. As you probably know, the main talking point for a uniform policy is, that such a policy is the same anywhere used in the United States and once an examiner in New York, Texas, or any other place, becomes acquainted with it, the mere fact that the words 'Standard Uniform Policy' appears on the policy from any state, is assurance of its being something with which he is familiar.

"I am quite sure this would be a good thing for California to do, and I know that it is possible. There may be a few sticklers who will hold out for a time for certain things, but experience has shown, there is no real difference and these hold-outs are usually over trivial matters.

"I trust this information will be of some value and assistance to you and if I can give you any more data or help, let me know."

Mr. Hall later forwarded copies of the standard form adopted by New York Board of Title Underwriters referred to. The schedule and condition sheets of each are the same. There are three owner's policy front or insurance sheets; one for individuals, and one for corporations, and one for joint tenants. These forms are identical with the exception of three or four words referring to the insured. There are two mortgagee's policy front sheets, differing only in reference to the insured, and omitting from the owner's sheet the clause relative to payments made under the policy to any mortgagee.

There is also an insurance sheet for guarantor of mortgagee policy which is similar to but not identical with the mortgagee's policy.

Mr. Fehrman, past president of the American Title Association, in his address before the Atlantic City Convention, lays stress on the fact that standardization of forms and more uniform rates, is placing the title business on a much higher plane.

In his paper before the convention, Mr. Harry C. Bare of Ardmore, Pa., says, "Uniformity is certainly possible within states and in my opinion, it is also possible nationally." He classifies the basic elements of title insurance as follows:

A. The insuring company for a consideration agrees to insure a particular person or other legal entity or the particular proper persons claiming under the insured against all loss, not exceeding a stated amount which the insured may sustain by reason of defects in title not specifically excepted in the policy, etc., a mere change in phrasing, that is similar in every one.

B. The estate or interest being insured together with the particular real estate as shown.

C. A schedule or statement is made of the objections to title which are excepted and not insured against.

D. A statement is shown on the policy of the general conditions under which the policy of that particular insuring company is issued.

It is here suggested that everyone read this article on "Uniformity of Title Insurance Policies and Practices" at Page 181 of the November, 1926, issue of TITLE NEWS.

When we have agreed on a uniform title evidence, to cover given classes of insurance, we ourselves will be educated and our next job is to educate the public. That requires salesmanship. If you believe this plan of education and salesmanship is beautiful theory, but impossible of practical application, look at Detroit, where, in 1921, title insurance was practically unknown, and when discussed, was looked on with fear and disfavor, and where now it is the accepted form of title evidence. How was this accomplished? By education and salesmanship. If you are interested in this particular phase of the subject, the Article by James E. Sheridan, on Page 163, of TITLE NEWS for November, 1926, will be of interest.

The subject, as assigned by Mr. Henley, has not been closely followed, but it is my idea to give you the basis for any conclusions drawn, and to open a discussion of the subject on the floor.

Is uniformity desirable? We will assume the answer to that is "Yes" as all those who have discussed the matter with me seemed to be of that opinion; however, if there are any different ideas on the subject we would all like to hear them in the open discussion.

Is uniformity feasible? In my opinion it is, although it is not to be accomplished by any drastic action. Let us consider first some of the objections as they were presented.

1st. "Practices in different communities are different."

2nd. "Locally, people are accustomed to the form in vogue in their community and would not approve of the change."

3rd. "Many of the large loan companies demand their own forms."

4th. "You cannot have one form of policy to cover Owner, Mortgagee, Beneficiary, Bond Holder, Lessee, etc."

5th. It appears to me this covers all. "You cannot expect everyone to agree to drop his own form and adopt a new one."

Now let us consider possible offsets to these objections:

1st. The fundamental principles underlying the title business are the same.

2nd. The demand from the outside for uniformity is bound to have its effect on the people locally who come in contact with it. Education will remedy habits and that is what the second objection amounts to.

3rd. The form of the New York companies is not only being accepted by these companies but in many instances being demanded; in any event we must build to meet the rule, not the exception.

4th. Our problem just now is not a uniform form but uniform forms.

5th. If the law said you must, you would, so why not do it voluntarily?

Northern California has made great strides for uniformity. Talk to a Southern man on the subject, and he will say "Sure, Northern California is for uniformity if you take their form," which is about the same as saying "I'm for it if they will take mine." I believe the greatest obstacle to overcome in agreeing upon standardization is the attitude of "Sure, I am for a standard form but it should be *my* form."

At a meeting of the Southern California Advisory Committee, in commenting on the advantages to be gained from such meetings, Mr. O'Melveny said that every problem had one correct answer and that discussions of each problem would disclose that answer.

While principles are the same, practices and forms differ. In each instance, there is one best practice—one best form. An open discussion would, after a time, find the correct answer and when found, it would be best for everyone.

As soon as we are educated in title insurance work and can ourselves uniformly recognize what is best, we will be able to convince the public generally of it. Loan companies and real estate men, will all be with us, but when we are not agreed, and therefor, put up a broken front as to what is right and what is wrong, we certainly cannot convince the people outside the business that we are right as a group

or that we, individually, are right and everyone else in the business is wrong, and expect to promote confidence in our profession.

Apply this to the large loan companies. If we could convince them that we understood our business thoroughly and were working on fundamentals, not individual opinions, they would, in time, accept our policies, realizing that we know more about the business than they do, and that our forms give them better protection than their own creations.

A real study of title insurance will disclose whether one form or more is best. Let us pass that for the present and strive to get each individual form uniform. Uniformity is feasible, if we among ourselves will take a broad view of the subject and study and discuss it with the object of not forcing our own ideas but of finding the best possible solution for each question.

What is to be gained or lost by all title insurance companies using similar forms?

To adopt a form arbitrarily before we are educated to it ourselves and have sold it to the public, particularly where such a form would be in conflict with the evidence of title to which we have been educating the public, would probably be a detriment in some localities.

To adopt a uniform form or forms with a knowledge that they were the best that could be had and to educate the public to a point where it would be sold on that form, is of course ideal and would be of advantage to all companies.

To adopt uniform forms in any event and without discarding all other forms, begin to use them in as many places as possible, would undoubtedly raise the standard of title profession.

The committee on Uniformity appointed by Mr. Glassock from the Southern California Advisory Committee, decided to learn something about title insurance before attempting any recommendations. Accordingly Mr. White of the Title Guarantee and Trust Company has made an exhaustive study of laws and decisions affecting title insurance and has just submitted a brief on the subject for consideration. Our next plan was to brief all the various forms of policies and applications and with this as a basis, attempt to prepare a form to submit to the Association, concentrating our efforts first on a Mortgagee's form.

I believe that uniform policies can be adopted by a sufficient amount of real study to the subject and work in getting it properly presented.

Transfer of Title in England

By Frank Spittle, Astoria, Oregon

Some day you may be strolling through rural England and fall in love with a country cottage or an ancient hall, or be wandering through one of the cities and see a business corner which strikes your fancy, and being opulent, as Americans usually are who have time to wander through England, determine to become the owner of whichever of these properties seems to tempt you most.

The natural thing for you then to do will be to discover the owner, or the estate agent who has the property in charge. I say estate agent advisedly, as distinguished from real estate agent, for in England there is no such thing as the latter. Should you ask one of these men if he is a real estate agent he will probably elevate his eyebrows and ask you if, by that term, you mean to imply that he might be an artificial estate agent or not quite up to the mark in his profession.

In your dealings with him you will find that he is very well qualified, for he has put in many years of training before receiving his certificate to act as such.

Having found the owner, either directly or through the estate agent, you will naturally, as an American, rattle the money in your pocket and suggest that he come with you to the nearest lawyer, or solicitor, as he is properly called, and make out a deed, as you are booked to sail on the Leviathan in a couple of days.

Here you will be disillusioned. The transfer of property in England is more in the nature of a ceremony than a transaction, and if you get your title transferred in a month you will be doing very well.

In order to clearly understand the methods used in making the transfer of title, one must go back to the fundamentals.

Anciently, or at least since the time of the Norman Conquest in 1066, the title to all land in England was vested in the Crown, and as the King could do no wrong, he could take what he would and hold what he took, and do with it as he pleased. Under the feudal system then existing, grants of land were made by the Crown for services rendered, usually of a military nature, and these grants were held by the grantees as over-Lords, as long as they were willing to support the King by supplying him with their own military service, and the services of their retainers, tenants and vassals, with the necessary arms and equipments to protect him against all enemies.

By the same rule grants of land were made by the Lords to their retainers and vassals as recompense for military service which they must render when called upon; and to others who could not render military service, but would farm the lands, protect the game preserves, and supply the necessary food and equipments to keep up the military establishments.

The great estates given by the King to the Lords were known as Manors, and the Lord held the title as Lord of the Manor. Parts of these he parcelled out to his tenants, and the rest which was retained by the Lord himself, was known as his Desmesne, and consisted of roads, forests, wastelands and commons, the latter being used for common pasture by the Lord and his tenants.

Estates held under this class of tenure were known as copyhold, but another kind of estate would be created by the Lord of the Manor when he would give to those of his retainers who were free men, lands which they could hold, or sell, or transmit to their heirs, and these were known as freehold estates.

Under the same system, whenever a Lord gave the absolute title to land to any of his vassals, that gift made the vassal a free man, and his title became a freehold title on which the Lord had no further claim.

To fully understand the tenacity with which an Englishman holds on to his land, one must envision the "days of old when knights were bold and barons held their sway." When a new King ascended the throne which he had wrested by force of arms from another he parcelled out the kingdom to his favorites who had fought for him. These favorites did not always get their gifts by peaceable possession. More often than not they had to fight for them, and long and bloody were the sieges and battles for possession of some of those old castles. With walls twenty feet thick, frowning battlements, towering keeps, broad moats and drawbridges to triple gateways guarded by spiked portcullises and holes through which molten lead and tar could be showered on the invaders, they stand today centuries old, reminders of the virility of the maxims, "An Englishman's home is his castle," and "possession is nine points of the law." These maxims are no empty phrases. They mean that what a man got he fought for, and what he took he held, and because of the difficulty of getting and holding it, the right of

property became so sacred as to be second only to that of life itself. While the Lords came and went with the surge of the tide of battle for royal supremacy, the yeomen-freeholders stayed with the soil.

Having discovered that the title is vested in one of the two tenures, copyhold or freehold, let us consider the method of making the transfer.

The Copyhold Title:

The Lord of the Manor is the owner of the land and the fee is vested in him. Until the passage of the Enfranchisement Acts it was practically impossible to obtain a title in fee simple to any land within a Manor, but under these Acts it is now possible to enfranchise real property by payment of the purchase price, and being released from the service, which was anciently of a military nature, to be rendered to the Lord of the Manor. Land thus enfranchised, or freed from service to the Lord, becomes freehold.

These Copyhold titles, while held at the will of the Lord of the Manor, carry certain rights which even he cannot alienate at his pleasure. These rights are determined and passed upon by an ancient system of Courts. Courts Leet, Courts Baron, and other cutsomary Courts, which mee t annually at some place within the Manor, usually at the Village Tavern where the Court is held with all the ceremonies of mediaeval days.

The Court is presided over by a Steward of the Manor, appointed by the Lord, and who is usually a lawyer, or as he is known in England, a solicitor.

The Steward appoints the officers. A Bailiff, whose duty is to serve and post all notices, keep order within the Court, and who anciently collected the fines and penalties or forfeitures which were paid or rendered to the Lord as rentals.

An Aletaster, whose duty is to test the purity of the ale, beer and bread, a Crier, Clerk, other petty officers, and a Jury.

These Courts have no powers outside of the Manors, but they determine the deaths of the Copyholders, as the tenants are called, and the rights of heirs, and their determination settles the title of the various claimants. Usually when a tenant dies, his death is proclaimed by the Crier at three annual Courts and his heirs called to come into Court to prove their claim to the title, which is determined by the Court after the third hearing.

All the proceedings of these Courts are entered into the Court Rolls, which are large leather-bound record books of vellum or the best paper obtainable, and are the permanent records or muniments of the Manorial titles.

When the title is determined by the final enrollment, the tenant swears fealty to the Lord, is given a copy of the roll engrossed on parchment, and the owner is then known as the Copyholder.

This copy contains recitals showing the descent of the title from ancestors probably centuries back, the fines and forfeitures under which the title is held, and the present payment which is accepted in their place.

Many and curious were the ancient fines and forfeitures:

"A hundred men armed and equipped to fight, with their accoutrements."

"Ten fat beasts, with two score geese, to be delivered on Michaelmas Day of every year."

"A hundred sacks of barley malt."

"Five pigs and a score of prime ewes to be brought to the Lord for Christmas Day."

"Ten ears of corn on All Hallows Eve."

Most of these have been reduced to a monetary value and are now paid in cash.

Some of the Manors contain several villages with churches and schools, the livings, or appointments, of the clergy and the appointments of school masters are within the gift or power of the Lord of the Manor. Many of the clergy receive their support from tithes or tenths of the crops which are paid by the tenants as part of their rental for the property they hold. Some Manors even include good sized towns, and I remember being shown, in quite a large town in the north of England, a house which was the only freehold tenement in the Manor. It was owned by an old bachelor, who, like his ancestors, refused to sell. The story was that one day the Lord of the Manor called on him and said, "John, if you will sell me this house I will cover your kitchen floor with gold sovereigns as the purchase price." "Will you place them on end?" said John. "No, I can't do that," said the Lord. Then said John, "Thee and me still own the Manor of H."

The Freehold:

This title is more familiar to us, as it is the allodial title, directly opposite to the feudal, and is free of all rent or service to a superior. Some of the allodial titles antedate even feudal times and their origin is lost in the haze of antiquity.

There are no public records of freehold title in England. Every freeholder preserves his own title deeds, and the Castles of the Nobility, the Halls of the Gentry, and most of the larger offices of solicitors, contain muniment rooms which are like some of our safe deposit vaults, strongly built and safely locked, and contain deed boxes for the safe keeping of these precious documents. Many of these deeds or muniments of title date back for centuries, and the earlier ones are written in Norman-French or Latin, and require experts to interpret them.

The title deeds are engrossed on parchment and these ancient documents are as fraud proof as modern banking paper.

How many of us, who read "This Indenture" at the beginning of a deed, have any idea of the meaning of these two words? The parchment deed is indented at the top with as many indentations as there are parties to the instrument. If an even number of parties, the indentations will be the same on both sides of the center, which will be a point; if there should be an odd number of parties, the indentations would still be the same on both sides, but the center will be a small V shaped cut. These indentations are checked by the number of seals on the instrument. The seals are affixed to a silk ribbon about an inch wide woven through as many cuts in the parchment as there are signatures to be affixed. The ends of the ribbon are drawn through it for the first and last seals, leaving no opportunity for extension. These seals correspond in number to the indentations on the top of the skin, as the parchment is called, and as these indentations are equal in number to the parties to the instrument, there is practically no chance of adding to, or subtracting from, the number of contracting parties. Where the instruments contain mutual covenants and are made in duplicate, the two skins are cut together so that the indentations correspond with each other.

The Habendum and Tenedum clause "To Have and To Hold" in the modern deed is one that has descended from the ages when those words meant more than the mere writing on the parchment. "By this deed you have it!" said the grantor. "Now hold it!" This the grantee proceeded to do against all comers by every means in his power. Let Baron and Squire and Knight of the shire hold joust and tourney in the Castle Court yard, hunt the stag in the forest, lead gay cavalcades of plumed crusaders, and fair ladies, in their hawking parties; let the strongest Lord steal Castle and fortress from the weaker one, let Robin Hood, Dick Turpin, and their merry men prey on all such; the sturdy British yeoman watched them all go by; tilled his land, harvested his crops, and said, "This is my home, keep out"; and no man had, nor yet has, the right to enter the home of an Englishman against his will, with anything less than a King's warrant.

Even the closing clause, "Signed, Sealed, and Delivered" is fraught with a meaning which calls to the imagination an ancestral hall, high ceiled, with deep mullioned windows, a great oaken table, pens of eagle quills, candles and sealing wax, for the solemn rite of affixing the seal, and the procession of the feoffor and feoffee, followed by members of the household and crowds of curious villagers to the tract of land which was to be transferred by livery of seisin. This was accomplished in due and ancient form by turning over to the new owner of a piece of sod of the land he had purchased.

This custom was carried into this country by the colonists and was only abrogated by the creation of Courts of Record, in which the recording of the deed has the same effect.

It is almost impossible to erase from parchment. If an error is made it can be cut off the thickness of the skin by an expert clerk, but is easily detected when held up to the light, and such changes are usually certified by initials of the contracting parties in the margin.

No change is ever allowed in a will. If a mistake is made the skin is destroyed and a new one written, so that if a will should be discovered showing any evidence of erasure, it would create immediate suspicion and call for a very convincing explanation before being accepted as a perfect document.

Mortgages:

The mortgage, or dead pledge, could not be used in Copyhold estates as the feudal system did not allow any tenant in chivalry to alienate his land for any purpose, and while mortgages were in use to a certain extent prior to the Norman Conquest and afterwards, by those having allodial titles, they did not come into common use until a statute of Edward I which permitted all persons except tenants of the King to alienate all or any part of their lands at their discretion. From that time on the common law mortgage became prevalent as a means of raising money.

The mortgage-deed in itself was an absolute conveyance of the property, and provided within itself the time when the equity of redemption should expire. After that date the mortgagee became the absolute owner without any proceedings for foreclosure. The mortgagee, in the meantime, was entitled to collect all the rents and profits from the land and apply them to the payment of his interest and principal. As there was no record of these instruments, the mortgagee commonly took with his mortgage all the title deeds to the property.

Most of the mortgages contained a covenant to re-convey upon payment of the debt, so these documents came under the head of duplicate documents to which I have previously referred, and it can readily be seen that the indentations prevented fraud and constituted a very important part of the document itself.

Having now become familiar with the fundamentals of the title, we proceed with the transfer.

The estate agent will probably draw up a short memorandum embodying the terms of the sale, and will ask you to take that to your solicitor. In no event would one solicitor act for both parties.

Having presented your memorandum of sale to your solicitor, he then proceeds to find out what kind of a title you will get. He will write to the solicitor for the vendor and ask him to prepare an abstract of title. The vendor's solicitor then sets his clerks to work going over the documents in his muniment room.

At this stage you discover the reason for the numbers of "Whereas," "And Whereas," "Now This Indenture Witnesseth," etc.

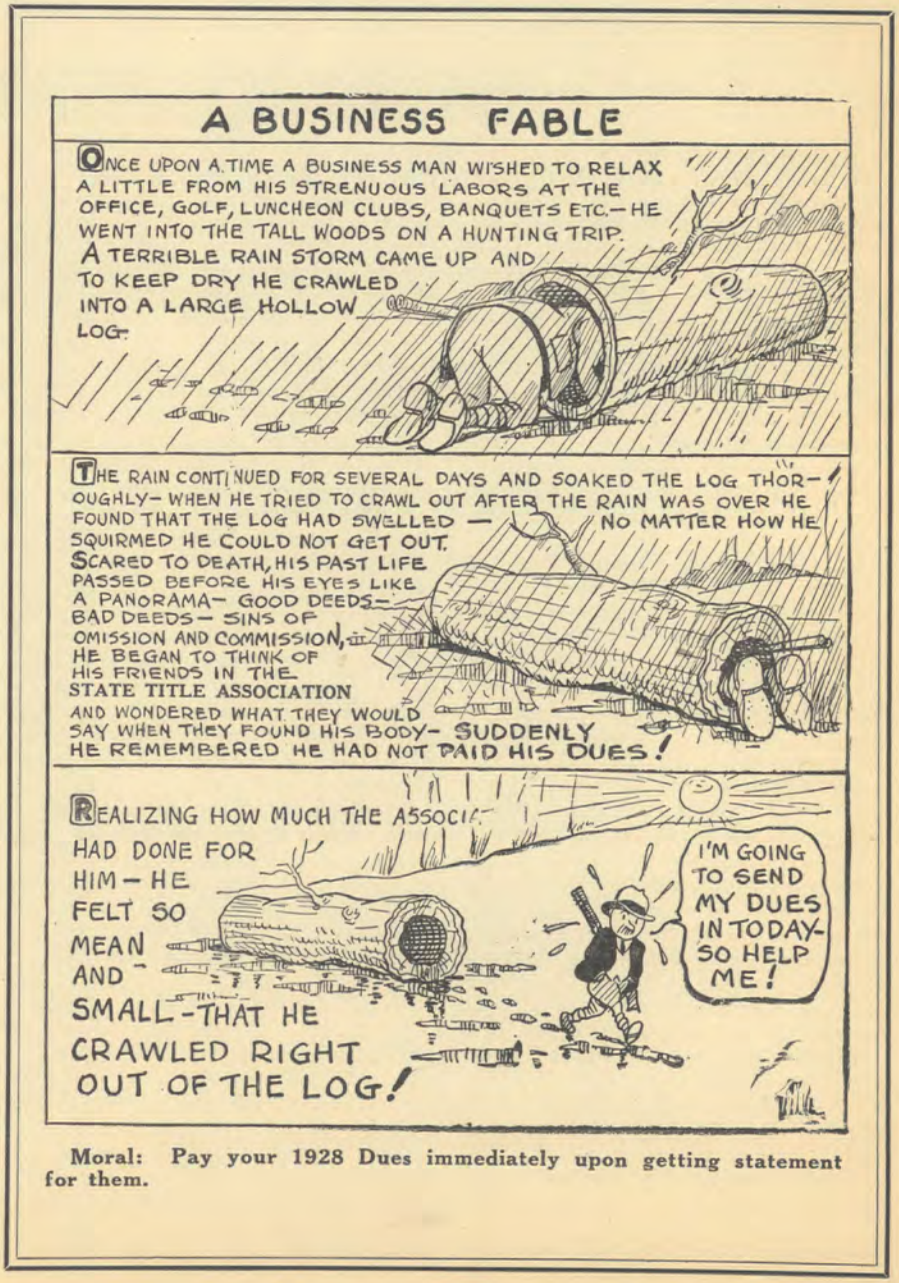
The abstract will probably first show a deed from the Lord of the Manor, or a grant from the King, hundreds of years back, and will set out in appropriate columns the various covenants and restrictions contained in the old deeds, and their modifications, if any, in later documents.

The abstract, when completed, is delivered to the solicitor for the vendee, who carefully examines it, and if he is not satisfied, prepares a set of requisitions on the title. These are sent to the solicitor for the vendor, who will again go over the title deeds and answer the requisitions. When these requisitions and others that the solicitor for the vendee may deem necessary have been fully answered, he will then by appointment with the solicitor for the vendor, examine the original title deeds. When this examination has been completed to the satisfaction of both solicitors, the preparation of the conveyance will commence.

The solicitor for the vendor will prepare a draft conveyance. This conveyance will set up the title as far back as is demanded by the solicitor for the vendee, and some explanation of the reason for the length of the conveyance and the number of recitals is now in order.

Legal instruments are charged for according to their length, so much per folio of seventy-two words. As I remember it, the charges for a draft conveyance were six shillings and eight pence per folio, for the original draft, three shillings and four pence for a fair copy, and six shillings and eight pence for the engrossed instrument.

It can thus be seen that a deed of a hundred folios would be more profitable to draw than one of the modern deeds which, under the conveyancing acts, has been reduced to nine or ten folios. As many of the estates are incumbered by mortgages, easements, rights of ancient lights, marriage settlements, trusts, etc., all of which are



Moral: Pay your 1928 Dues immediately upon getting statement for them.

necessary to be recited in each deed, the final deed practically contains an abstract of title within itself.

When the fair copy is completed it is sent over to the solicitor for the vendee. He examines it, and if it is not to his satisfaction, makes the changes he requires in red ink and returns it to the vendor's solicitor for correction. Sometimes these fair copies with their various requisitions are passed several times from solicitor to solicitor before the final draft is agreed upon. When this draft is agreed upon the deed is engrossed on parchment, and when that is ready for delivery the solicitors meet at one of the offices and exchange the purchase price for the title deeds.

If the land purchased is covered by one continuous chain of title, all of the deeds are transferred to the vendee, but if it is cut out of a larger tract, then the vendee simply gets his deed which in itself will contain a plat showing the original tract, and, of course, will contain as many recitals as are necessary to show at least a forty years' title, unless some of these titles divulge incumbrances of an earlier date.

While there are no records of mortgages, there is a record of judgments, but judgments of all the Courts of Record are kept in Somerset House in London, so that if your purchase is of a piece of country property, it will involve a search for judgments, and this search is made by the London agent of the solicitor for the vendor. Every solicitor has another solicitor in London who acts as his agent for making searches of this kind, and there are also various proctors who make searching a practice in much the same way as abstracters do in this country.

Estates of Decedents:

The will of every decedent is filed in Somerest House, but the proceedings to prove the Will or to administer estates of interstates, were formerly taken in the Ecclesiastical Courts and usually at the County Seat of every county where these Courts were attached to the Cathedral. This is not strange when one understands that anciently all Courts were presided over, and all legal matters settled, by men in Holy Orders, and even to this day the official title of a clergyman is "Clerk in Holy Orders." Under the present system the proceedings are taken in probate registries, but a Court of Probate has been established which has jurisdiction over all contests and disputes involving descent and succession.

All estates are subject to inheritance taxes and succession duties, and these, being a first charge upon the real property, must be cleared before your solicitor is satisfied to accept your title.

AN EXAMINER GIVES SOME INTERESTING EXPRESSIONS AND OBSERVATIONS

I know that the abstracter thinks that the examiner is a crank, but the examiner is helpless. In the interval between the time when Jehovah spoke through his servant, Moses, saying, "The land shall not be sold forever; for the land is mine; for ye are strangers and sojourners with me," and these later days when men contend no less unequivocally that the property of them, their heirs and assigns is theirs forever, society has produced many means, instrumentalities and agencies for the maintenance of the rights of those who have, against those who have not.

Of these, none is more helplessly and abjectly a cog in the machine than the title examiner. The emotions and passions that direct the course of majorities and enrage minorities, pass him by. Whatever considerations may sway legislatures and courts, he proceeds and reverses with them. Where others lead, he follows. He is the glorifier of regularity, the slave of precedent, the humble defender of rights that are vested. He is in many respects a pitiable figure. Obscurity is his portion, and oblivion his reward. He is neither an iconoclast nor a constructionist; neither a comforter, nor a despoiler. Under the law of economic determinism, his services, his independence, his very soul, have been foreclosed upon and sold to the highest bidder, for cash. Routine has destroyed his vision, withered his sensibilities, and paralyzed his grasp. From his title niche he looks dispassionately out upon the world conveniently subdivided into sections, townships and ranges. In and upon these, individuals may carry on their unavailing struggles against an implacable fate, tragedies may be enacted, careers blasted, hearts may bubble over in joy or be broken in grief; but no such matters come within the purview of the examiner. From the fateful day when he first thumbs the leaves of an abstract to the last of his days of unableness, he maintains the even tenor of his ways, unaffected by naught but the state of the records. Nature, as such, evokes no transports from him. Rivers, lakes and mountains are but interruption of platted and surveyed areas entailing confusion and overlapping of descriptions. Shores are either meandered or not meandered The maple sapling and the iron post are interesting insofar as they mark the boundary or corner of some owner's domain. The surge of the currents in rivers and the lapping waves upon shallow beaches suggest either accretion or reliction. He sees no grandeur, hears no mighty cadences, feels no lyric thrills. For him the world is a place of conflicting and interchanging property interests in which he has neither part nor parcel. And, it is well for his master that his mind is not distracted by the outside world. The interests of clients must be guarded. Accordingly, partitioned from his coemployees, visiting investors and borrowers, enscounced behind statutes, decisions, briefs and plats sit this censor of securities and renders his decisions, as to the sufficiency or in sufficiency of titles. No Cerebus of the infernal regions ever guarded portals with greater assiduity and severity than he guards trust funds against insecure titles. In endless succession the abstracts pass through his hands while he, clothed by his master with limited authority for that purpose, calls for deeds of warranty and quit claim, releases, waivers, affidavits, certified copies, originals and what not. He ascents the weakness and feels the infirmities in title, impartially calling attention to them all. He diagnoses, but does not heal. He wields the scalpel but applies no balm. His functions are strictly limited but within his sphere he is indispensable.

A Titleman must use skill and accuracy in his work and must have the confidence and respect of his client and the public. In the case of Vallette vs. Tedens, 122 Illinois Reports, page 607, the Court said: "Persons engaged in the business of making abstracts of title occupy a relation of confidence toward those employing them, which is second only, in the sacredness of its nature, to the relation which a lawyer sustains to his client. Such persons consult the evidences of ownership and become familiar with the chains and histories of title. They handle private title papers and become aware of whatever weaknesses or defects may exist in the legal proceedings, through which the ownership of real property is secured. They should be held to a strict responsibility in the exercise of the trust and confidence, which are necessarily reposed in them."

The above is taken from a very interesting address given before a recent convention of the Kansas Title Association and by Richard K. Hart, of Independence, Attorney for the Prairie Oil & Gas Co. of Kansas.

They are well and sincerely spoken, and will find a warm response and accord from abstracters and other examiners who might read them.

Cooperation vs. Competition

By John M. Kenney, Madison, Wis.

The abstracters and title men have advanced only a part of the long road that must be traveled before they reach the necessary stage of perfection and protection. It is true that in many states we have organizations, that we have adopted a uniform certificate and that we have reached a certain stage of friendliness and cooperation among ourselves. But as I remarked before, there is a long road yet to be traveled.

The National Association of Real Estate Boards was founded a year after the American Title Association. The local boards, in most cases, were formed a long time afterwards. Yet look what they have done in Wisconsin. There is a commission that examines the fitness of applicants for the position of real estate brokers; there is a license system for both agents and brokers; and there is the multiple listing system that aids both the broker and the customer. But one of the greatest things that the Realtors have done is to set the scale of commissions, far in excess of what they were before organization, and to have not only the members of the various boards following this scale but also the non-members. That is the greatest victory—the fact that the organized men in the real estate business are controlling and directing, and the non-organized men are following suit. This is distinctly not so in the abstract business.

I don't know why it is, but it is, that the abstracter seems to consider any attempt at cooperation, an infringement on his personal liberty. He considers that his abstract business is the kingdom where he reigns, and where he is going to reign, despite the fact that he may lose business thereby. You practically have to thrust anything new down his throat before he will accept it.

At a recent convention in Chicago, the National Association of Cost Accountants decided that only defective or obsolete merchandise should be sold below normal cost. The action of the delegates followed a report by a New York engineer, who recently questioned 696 of the country's leading manufacturers on the subject. Among other things he said that the country is suffering from a serious overdose of underpriced merchandise. He also said that a number of manufacturers did not feel that ethics is an issue in ordinary business is one of the problems which industry must face. Some justify their actions on the ground that the other fellow does it, too. In a resolution, the Convention urged business men to adhere firmly to a price policy designed to yield a reasonable profit over a normal cost.

Now cost accountants, probably more than anyone else, for that is their business, realize that a price policy must be designed to yield a reasonable profit over a normal cost, and that such a policy must be followed if a business is going to yield a fair return. Now they do not say an extortionate return, but a reasonable one. Yet how many abstract companies do have a respectable statement to send to the collector of the Internal Revenue department?

Abstract prices have, according to the various price lists worked out by members of the Association, remained at practically the same level for the last thirty years. The prices are ridiculously low. The labor costs, which is the greatest price factor in the abstract business, has doubled and tripled, but prices are the same. The cost of paper, of typewriters, of ink, in fact the price of everything has greatly increased. Even the service on the part of abstracters has been greatly added to, and yet the prices are absolutely stable. Stability is a fine thing, but when you stand the cost of stability that has not and does not benefit you a particle, what is the purpose?

As a matter of fact you are rendering far more service for far less money than you did in 1905 or in 1915, for that matter. The great increase in costs came during the war, and they have not gone down any since. Can you name any other business which is operating on the same logic that the abstracters are? I cannot.

When you mention price to an abstracter he always replies that there is competition. Well, I can name you a thousand more competitive businesses where there is far more capital to conduct a price-cutting war, and still they are competing on the basis of service. To compete on price, they realize, would be to cut their own throat. Yet the abstracters are still cutting each other's and their own throats for a public that doesn't care a tinker's damn who wins, and the various agents sit on the sidelines yelling for more commission, knowing that they will get it.

To keep the abstract business on a high plane, where it is on such a plane, it is necessary to be dignified about it, not only in your personal conduct, but also in your product, in your advertising, in fact in every way. However, at the present, the average income of the average abstract office does not justify any further expense on your product, your advertising or anything else. As I have remarked before, costs have increased so greatly, that a great many abstracters, instead of improving their product, have been forced to produce a cheaper product. They have had of necessity to turn to cheaper labor, with the result of a constant turnover in help. They cannot afford to keep the same people in the office over a long period of time for the budget will stand only so many raises, and then new help must be started. The quality of paper that is used has been lowered, cheaper typewriters must be used, and thus the grade of abstract has slowly depreciated.

Now the only one who is going to help the abstracters is the abstracters themselves. Unfortunately, no philanthropist has investigated the situation or we would all be subsidized. And if there is any one who is to blame for the present situation the abstracters find themselves in, it is only themselves. Think it over.

The History of a Title

A Conveyancer's Romance

By Uriel H. Crocker of the Suffolk Bar

[This article aroused much interest, upon its publication some years ago in the "American Law School Review." It has since been republished many times for the ever occurring groups of new readers.]

OF the locality of the parcel of real estate, the history of the title of which it is proposed to relate, it may be sufficient to say that it lies in Boston within the limits of the territory ravaged by the great fire of November 9th and 10th, 1872. In 1860 this parcel of land was in the undisturbed possession of Mr. William Ingalls, who referred his title to it to the will of his father, Mr. Thomas Ingalls, who died in 1830. Mr. Ingalls, the elder, had been a very wealthy citizen of Boston and when he made his will, a few years before his death, he owned this one parcel of real estate, worth about $50,000, and possessed, in addition, personal property to the amount of between $200,000 and $300,000. By his will he specifically devised this parcel of land to his wife, for life, and upon her death to his only child, the William Ingalls before mentioned, in fee, to whom, after directing his executor to pay to two nephews, William and Arthur Jones, the sum of $25,000 each he gave also, the large residue of his property. After the date of his will, however, Mr. Thomas Ingalls engaged in some unfortunate speculations, and upon the settlement of his estate the personal property proved to be barely sufficient for the payment of his debts and the nephews got no portion of their legacies. The real estate, however, afforded to the widow a comfortable income, which enabled her during her life to support herself in a respectable manner. Upon her death, in 1845, the son entered into possession of the estate, which had gradually increased in value; and he had been enjoying for fifteen years a handsome income derived therefrom, when he was one day surprised to hear that the two cousins whom his father had benevolently remembered in his will, had advanced a claim that this real estate should be sold by his father's executor, and the proceeds applied to the payment of their legacies. This claim, now first made thirty years after the death of his father, was of course a great surprise to Mr. Ingalls. He had entertained the popular idea that twenty years' possession effectually cut off all claims. Here, however, were parties after thirty years' undisputed possession by his mother and himself, setting up in 1860 a claim arising out of the will of his father, that will having been proved in 1830. Nor had Mr. Ingalls ever dreamed that the legacies given to his cousins could in any way have precedence over the specific devise of the parcel of real estate to himself. It was, as a matter of common sense, so clear that his father had intended by his will first to provide for his wife and son, and then to make a generous gift out of the residue of his estate to his nephews, that during the thirty years that had elapsed since his death it had never occured to any one to suggest any other disposal of the property than that which had been actually made. Upon consulting with counsel, however, Mr. Ingalls learned that although the time within which most actions might be brought was limited to a specified number of years, there was no such limitation affecting the bringing of an action to recover a legacy. See Mass. Gen. St. c. 97, § 22; Kent v. Dunham, 106 Mass. 586, 591; Brooks v. Lynde, 7 Allen, 64, 66. He also learned that as his father's will gave him, after his mother's death, the same estate that he would have taken by inheritance had there been no will, the law looked upon the devise to him as void, and deemed him to have taken the estate by descent. What he had supposed to be a specific devise of the estate to him was then a void devise, or no devise at all; and his parcel of real estate, being in the eye of the law simply a part of an undevised residue, was of course liable to be sold for the payment of the legacies contained in his father's will. It was assets which the executor was bound to apply to that purpose. This exact point had been determined in the then recent case of Ellis v. Page, 7 Cush, 161; and Mr. Ingalls was finally compelled to see the estate, the undisputed possession of which he had enjoyed for so many years, sold at auction by the executor of his father's will for $135,000, not quite enough to pay the legacies to his cousins, which legacies with interest from the expiration of one year after the testator's death, amounted at the time of the sale in 1862 to $143,000. The Messrs. Jones themselves purchased the estate at the sale, deeming the purchase a good investment of the amount of their legacies, and Mr. Ingalls instituted a system of stricter economy in his domestic expenses, and pondered much on the uncertainty of the law and the mutability of human affairs.

By one of those curious coincidences which so often occur, Messrs. William and Arthur Jones had scarcely begun to enjoy the increased supply of pocket money afforded them by the rents of their newly acquired property, when they each received one morning a summons to appear before the Justices of the Superior Court, "to answer unto John Rogers in a writ of entry," the premises described in the writ being their newly acquired estate.

The Messrs. Jones were at first rather startled by this unexpected proceeding; but as they had, when they received their deed from Mr. Ingalls' executor, taken the precaution to have the title to their estate examined by a conveyancer, who had reported that he had carried his examination as far back as the beginning of the century, and had found the title perfectly clear and correct, they took courage, and waited for further developments. It was not long, however, before the facts upon which the writ of entry had been founded were made known. It appeared that for some time prior to 1750 the estate had belonged to one John Buttolph, who died in that year, leaving a will in which he devised the estate "to my brother Thomas and, if he shall die without issue, then I give the same to my brother William." Thomas Buttolph had held the estate until 1775, when he died, leaving an only daughter, Mary, at that time the wife of Timothy Rogers. Mrs. Rogers held the estate until 1790, when she died, leaving two sons and a daughter. This estate she devised to her daughter who subsequently, in 1800, conveyed it to Mr. Thomas Ingalls, before mentioned. Peter Rogers, the eldest son of Mrs. Rogers, was a non compos, but lived until the year 1854, when he died at the age of 75. He left no children, having never been married. John Rogers the demandant in the writ of entry, was the oldest son of John Rogers, the second son of Mrs. Mary Rogers, and the basis of the title set up by him was substantially as follows: He claimed that under the decision in Hayward v. Howe, 12 Gray, 49, the will of John Buttolph had given to Thomas Buttolph an estate tail, the law construing the intention of the testator to have been that the estate should belong to Thomas Buttolph and to his issue as long as such issue should exist, but that upon the failure of such issue, whenever such failure might occur, whether at the death of Thomas or at any subsequent time, the estate should go to William Buttolph. It had also been decided in Corbin v. Healy, 20 Pick. 514, 516, that an estate tail does not descend in Massachusetts, like other real estate, to all the children of the deceased owner, in equal shares, but, according to the old English rule, exclusively to the oldest son if any, and to the daughters only in default of any son; and it had been further decided in Hall v. Priest, 6 Gray, 18, 24, that an estate tail cannot be devised or in any way affected by the will of a tenant in tail. Mr. John Rogers claimed then that the estate tail given by the will of John Buttolph to Thomas Buttolph had descended at the death of Thomas to his only child, Mary Rogers; that at her death, instead of passing, as had been supposed at the time, by virtue of her will, to her daughter, that will had been wholly without effect upon the estate, which had in fact, descended to her oldest son, Peter Rogers. Peter Rogers had indeed been disseized in 1800, if not before, by the acts of his sister in taking possession of and conveying away the estate; but as he was a non compos during the whole of his long life, the statute of limitations did not begin to run against him, and his heir in tail, namely, John Rogers, the oldest son of his then deceased brother, John, was allowed by Mass. Gen. St. c. 154, §5, ten years after his uncle Peter's death, within which to bring his action. As these ten years did not expire until 1864, this action brought in 1863, was seasonably commenced; and it was prosecuted with success, judgment in his favor having been recovered by John Rogers in 1865

The case of Rogers v. Jones was naturally a subject of remark among the legal profession; and it happened to occur to one of the younger members of that profession that it would be well to improve some of his idle moments by studying up the facts of this case in this Suffolk Registries of Deeds and of Probate. Curiosity prompted this gentleman to extend his investigation beyond the facts directly involved in the case, and to trace the title of Mr. John Buttolph back to an earlier date. He found that Mr. Buttolph had purchased the estate in 1730 of one Hosea Johnson, to whom it had been conveyed in 1710 by Benjamin Parsons. The deed from Parsons to Johnson, however, conveyed the land to Johnson simply, without any mention of his "heirs"; and the young lawyer, having recently read the case of Buffum v. Hutchinson, 1 Allen, 58, perceived that Johnson took under this deed only a life estate in the granted premises, and that at his death the premises reverted to Parsons or to his heirs. The young lawyer, being of an enterprising spirit, thought it would be well to follow out the investigation suggested by his discovery. He found, to his surprise, that Hosea Johnson did not die until 1786, the estate having in fact been purchased by him for a residence when he was twenty-one years of age, and about to be married. He had lived upon it for twenty years, but had then moved his residence to another part of the city and sold the estate, as we have seen, to Mr. Buttolph. When Mr. Johnson died, in 1786, at the age of ninety-seven, it chanced that the sole party entitled to the reversion, as heir of Benjamin Parsons, was a young woman, his granddaughter, aged eighteen, and just married. This young lady and her husband lived, as sometimes happens, to celebrate their diamond wedding in 1861, but died during that year. As she had been under the legal disability of coverture from the time when her right of entry upon the estate, as heir of Benjamin Parsons, first accrued, at the termination of Johnson's life estate, the provision of the statute of limitations, before cited, gave her heirs ten years after her death, within which to bring their action. These heirs proved to be three or four people of small means residing in remote parts of the United States. What arrangements the young lawyer made with these parties and also with a Mr. John Smith, a speculating moneyed man of Boston, who was supposed to have furnished certain necessary funds, he was wise enough to keep carefully to himself. Suffice it to say that in 1869 an action was brought by the heirs of Benjamin Parsons to recover from Rogers the land which he had just recovered from William and Arthur Jones. In this action the plaintiffs were successful, and they had no sooner been put in formal possession of the estate than they conveyed it, now worth a couple of hundred thousand dollars, to the aforesaid Mr. John Smith, who was popularly supposed to have obtained in this case, as he usually did in all financial operations in which he was concerned, the lion's share of the plunder. The Parsons heirs, probably, realized very little from the results of the suit; but the young lawyer obtained sufficient to establish him as a brilliant speculator in suburban lands, second mortgages, and patent rights. Mr. Smith had been but a short time in possession of his new estate when the great fire of November, 1872, swept over it. He was, however, a most energetic citizen, and the ruins were not cold before he was at work rebuilding. He bought an adjoining lot in order to increase the size of his estate, the whole of which was soon covered by an elegent block, conspicuous on the front of which may now be seen his initials, "J. S.," cut in the stone.

While the estate which had once belonged to Mr. William Ingalls was passing from one person to another in the bewildering manner we have endeavored to describe, Mr. Ingalls had himself, for a time, looked on in amazement. It finally occured to him, however, that he would go to the root of this matter of the title. He employed a skillful conveyancer to trace that title back, if possible, to the Book of Possessions. The result of this investigation was that it appeared that the parcel which he had himself owned, together with the additional parcel bought and added to it by Smith, had, in 1643 or 1644, when the Book of Possessions was compiled, constituted one parcel, which was then the "possession" of one "Madid Engle," who subsequently, in 1660, under the name of "Mauditt Engles," conveyed it to John Vergoose, on the express condition that no building should ever be erected on a certain portion of the rear of the premises conveyed. Now it had so happened that this portion of these premises had never been built upon before the great fire, but Mr. Smith's new buildings had covered the whole of the forbidden ground. It was evident, then, that the condi-

tion had been broken; that the breach had occurred so recently that the right to enforce a forfeiture was not barred by the statute, and could not be deemed to have been waived by any neglect or delay; and that consequently, under the decision in Gray v. Blanchard, 8 Pick. 284, a forfeiture of the estate for breach of this condition could now be enforced if the true parties entitled by descent and by residuary devises under the original "Engle" or "Engles" could only be found. It occured to Mr. Ingalls, however, that this name "Engles" bore a certain similarity in sound to his own; and as he had heard that during the early years after the settlement of this country, great changes in the spelling of names had been brought about, he instituted an inquiry into his own genealogy, the result of which was, in brief, that he found he could prove himself to be the identical person entitled, as heir of Madid Engle, to enforce, for breach of the condition in the old deed of 1660, the forfeiture of the estate now in the possession of John Smith.

When Mr. Smith heard of these facts, he felt that a retributive Nemesis was pursuing him. He lost the usual pluck and bull-dog determination with which he had been accustomed to fight at the law all claims against him, whether just or unjust. He consulted the spirits; and they rapped out the answer that he must make the best settlement he could with Mr. Ingalls, or he would infallibly lose all his fine estate, not only that part which Mr. Ingalls had originally held, and which he had obtained for almost nothing from the heirs of Benjamin Parsons, but also the adjoining parcel for which he had paid its full value, together with the elegant building which he had erected at a cost exceeding the whole value of the land. Mr. Smith believed in the spirits; they had made a lucky guess once in answering an inquiry from him; he was getting old; he had worked like a steam engine during a long and busy life, but now his health and his digestion were giving out; and when the news of Mr. Ingalls' claim reached his ears, he became in a word, demoralized. He instructed his lawyer to make the best settlement of the matter that he could, and a settlement was soon affected by which the whole of Mr. Smith's parcel of land in the burnt district was conveyed to Mr. Ingalls, who gave back to Mr. Smith a mortgage for the whole amount which the latter had expended in the erection of his building, together with what he had paid for the parcel added by him to the original lot. Mr. Smith, not liking to have anything to remind him of his one unfortunate speculation, soon sold and assigned his mortgage to the Massachusetts Hospital Life Insurance Company; and as the well-known counsel of that institution has now examined and passed the title we may presume that there are in it no more flaws remaining to be discovered.

In conclusion, we may say that Mr. William Ingalls, after having been for some ten years a reviler of the law, especially of that portion of it which relates to the title to real estate, is now inclined to look more complacently upon it, being again in undisturbed and undisputed possession of his old estate, now worth much more than before, and in the receipt therefrom of an ample income which will enable him to pass the remainder of his days in comfort, if not in luxury. But, though Ingalls is content with the final result of the history of his title, those lawyers who are known as "conveyancers" are by no means happy when they contemplate that history, for it has tended to impress upon them how full of pitfalls is the ground upon which they are accustomed to tread, and how extensive is the knowledge and how great the care required of all who travel over it; and they now look more disgusted than ever, when, as so often happens, they are requested to "just step over" to the Registry and "look down" a title; and are informed that the title is a very simple one, and will only take a few minutes; and that So-and-so, "a very careful man," did it in less than half an hour last year, and found it all right, and that his charge was five dollars.

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.

Can creator of trust reserve power to change beneficiaries and to revoke trust?

Yes. Siter v. Hall, 294 S. W. 767 (Kentucky).

Is attestation clause to will necessary?

No; the signature of the witnesses is all that is required. Wehrkamp v. Burnett, 256 Pac. 630 (Colorado).

Is remainder to life tenant's "Issue" divided per capita or per stirpes?

Per stirpes in New York. In re Steven's Estate, 222 N. Y. S. 714.

Is deed by life tenant under power of sale good if consideration is nominal?

No, there must be a real sale for adequate consideration, and not a gift. Merchants v. Russell, 157 N. E. 338 (Massachusetts).

Does residuary clause carry lapsed specific devises?

It does in some states although not at early common law. In re Bankers Will, 222 N. Y. S. 511 (New York).

Can widow mortgage unassigned dower?

Originally she could not but can now in some states. Pollack v. Columbia, 214 N. W. 363 (Wisconsin).

Need an affidavit be signed by the affiant?

No. Lewis v. State, 256 Pac. 1048 (Arizona).

Is construction mortgage, recorded before filing of mechanics' liens, superior to liens?

Not if the mortgage bonds are delivered and paid for after the liens are filed. Title Company v. Thompson, 113 So. 117 (Florida).

Can a devise in fee simple be cut down by a later clause in favor of others?

There are 24 decisions by the Supreme Court of Missouri holding that a fee cannot be cut down, and 25 holding that it can, (including Sorrenson v. Booram, 297 S. W. 70, June 25, 1927).

Is cutting wood possession?

It is if cut from a woodlot used in connection with the farm. Central v. Rollins, 138 Atl. 170 (Maine).

Is demurrer appearance?

Yes, and gives jurisdiction of defendant, State v. District, 257 Pac. 1014 (Montana).

Is unrecorded deed superior to subsequent attachment?

It is in California. Finnie v. Smith, 257 Pac. 866.

Can agent claim commission if seller's wife refuses to sign?

Yes, Campbell v. Campbell, 296 S. W. 9, (Tennessee).

Can an unincorporated charitable association take devise?

Not in some states, Fisher v. Lester, 223 N. Y. S. 321.

Is Federal Court, construing will, bound by State Law?

Yes. Smith v. Sweetser, 19 Fed. (2nd) 974 (Indiana).

What effect has use of assumed name on title?

None, title is good even though name used was not the party's correct name. Knaught v. Baender, 257 Pac. 606 (California).

Does alimony bar dower?

It does in Rhode Island. Brown v. Brown, 138 Atl. 179.

Can easement for wagons be used by automobiles?

Yes, Mateodo v. Capaldi, 138 Atl. 38 (Rhode Island).

Can abstract of title be used as evidence of title?

No, Dimon v. Wright, 214 N. W. 673 (Iowa).

How can minor's homestead be sold?

Only by his guardian and not by his father's administrator. Hart v. Wimberley, 296 S. W. 39 (Arkansas).

How long has tenant to remove fixtures?

A reasonable time, and two months is too long. Henderson v. Robbins, 138 Atl. 68 (Maine).

Can title to minerals be severed from title to the land?

Yes, either by conveyance, exception, or reservation. Hager v. Stakes, 294 S. W. 835 (Texas).

Is title to land beneath navigable waters governed by State or Federal Laws?

By State laws, Fox v. Railroad, 47 U. S. Sup. Court 669.

Can landlord bring suit to quiet title against tenant?

No. Ault v. Miller, 157 N. E. 7.

Is bequest of $5.00 "to any person claiming to be my heir," binding?

No; for example, it does not legally mention or provide for legitimized child. Wadsworth v. Brigham, 259 Pac. 299 (Oregon).

Is lease avoided by insufficient acknowledgment?

It is binding on those who actually know of it. Logan v. Keith, 158 N. E. 184 (Ohio)

Does description by metes and bounds along edge of street carry title to center?

Yes, even though street is not mentioned, and was established by prescription only. City v. Eisenmayer, 297 S. W. 460 (Missouri).

Is equitable adoption by agreement good?

It is in many states, but statutory proceedings must be followed in Washington. In re Reimer, 259 Pac. 32.

Are growing crops realty or personality?

Realty, at least until they are matured. Elliott v. Dodson, 297 S. W. 520 (Texas).

Does estoppel apply against married woman?

It does in Arizona. Hall v. Weatherford, 259 Pac. 282.

Is foreclosure sale good if sold in bulk instead of in parcels?

Usually must be sold in parcels, but sale of 320 acres in bulk held good in North Dakota. Greene v. Newberry, 215 N. W. 273.

Can U. S. Court direct receiver to sell free from lien of mortgage?

Yes, but sale will be set aside if proceeds are less than amount of mortgage. Seaboard v. Rogers, (U. S. C. C. A. N. Y.) 21 Fed. 2nd 414.

Is spendthrift provision in will good?

It usually is, if applied to a trust but not to a legal estate. Eubanks v. Moore, 297 S. W. 791 (Texas); Mizell v. Bazemore, 139 S. E. 453 (North Carolina).

Who must be parties to suit to appoint successor trustees under will?

All beneficiaries including remaindermen. Huston v. Weed, 242 Ill. App. 495.

Does foreclosure of mortgage cut out corporate franchise tax after date of mortgage?

No, the franchise tax is a superior lien. Seaboard v. Rogers, 21 Fed. 2nd 414, (U. S. C. C. A. N. Y.)

Are water rights realty or personality?

Realty, and hence subject to unlawful detainer. Neuzell v. Rochester, 259 Pac. 632, (Nevada).

What is meaning of clause "if devisee dies without heirs?"

It means "if he dies without issue." Clark v. Clark, 139 S. E. 437 (North Carolina).

Does remainder to class vest per stripes or per capita?

This varies in different States; thus held per stirpes in New York ("Decendants"), and per capita in South Carolina ("heirs of body share and share alike"); in re Frech, 224 N. Y. C. 285; Durant v. Reames, 139 S. E. 203.

Does devise of "land west of creek in Conway County" carry land outside of county?

Held that it does if land is west of creek. Lockhart v. Lyons, 297 S. W. 1018 (Arkansas).

SEATTLE—1928 CONVENTION CITY

There is a fascination about Seattle, the magic one-generation city, where the American Title Association will hold its Twenty-second Annual Convention.

It is difficult to write about the beauty of Seattle without sounding like a "piece of publicity" or a bit of horn-tooting exaggeration, and yet one may hardly tamper with the truth in order to sound honest; and if one be honest, how can he begin without saying that Seattle is the most beautiful city in the world? Because it is. The late Frank Carpenter, oracle of pictorial geography, declared; "In my opinion, the title to the world's city of greatest scenic beauty lies between Seattle and Constantinople." And he knew the cities of the world.

Situated on numberous hills, it faces to the west the intimate, though lordly, Olympics. Mount Ranier looms close in the southern sky. Mount Baker uses the north, and the sun rises rose-pink over thte majestic Cascades, reflected in the waters of great Lake Washington.

The vision of its builders have foregathered the high beauty spots and reserved them for the people. Over twice the area of New York's Central Park is included in its park system, in which one may swim in fresh or salt water, picnic, canoe, fish, play tennis or golf, ride horseback for miles through real woods, drive through formal landscaped beauty, listen to band concerts, feed peanuts to the animals in the zoo, or take a book and lie on the grass—all of these and never feel crowded. All these parks are connected by superb boulevards. For miles one may catch, at every turn, such vistas of mountains, lake and sea as people travel miles to get briefly from a summer hotel, but are commonplace to the resident.

This natural God-bestowed beauty of the city has its effect upon the psychology of the people—real estate men advertise their property first of all "view lot" or "unobstructed view of mountains and lake," and that is what the people demand—and get.

From rustic cottage to near palace, it is the city of homes. Every man owns his own home—a flower garden and a million dollar view. Such a home-owning city would inevitably reflect itself in a wealth of smart department stores; in a metropolitan hotel system; in some of the proudest schools in the country; in the noble University of Washington that stands classically on a hill; the renowned Cornish Musical Art Center; in cultural and religious activities; the famous Orthopedic Hospital for children—and finally in its extraordinary friendliness and hospitality.

Seattle is the gateway to the Orient, being the nearest American port. Great 20,000-ton ships warp into the docks bringing silk, tea, hemp, rice, china-ware and vegetable oil, and take away tractors for Siam, radios to Timbuctoo, and an amazing army of articles to other remote corners of the world, from toothpaste to locomotive. It is the gateway for Alaska, which sends out gold, copper, fish and furs to a waiting world. Who has not seen Seattle's "waterfront" has not "seen America first." Seattle has become America's greatest port in Oriental trade and next to New York and Boston in value of foreign imports, and second only to New York in number of people entering the United States through port cities.

Grave Orientals, big Norsemen from Bergen, gallant schooners from Alaska, maybe a barkentine from Australia, tramp steamers from anywhere or nowhere, lend an air of romance and wonder to an ever-alluring waterfront! Stately, rhythmic, unhurried and with profound dignity, they enter the crescent-shaped harbor—five miles from tip to tip,—and pour forth their many-scented cargoes.

So, Stranger, you have seen the rest, come now and see the Best.

It is—well, it is just what publicity says it is—"America's Playground." Beautifully so. It can't be helped that it is in America and not in Europe—the only thing that can be remedied is that provincialism that despises home beauty.

It is America's Playground—the last big, unspoiled beauty spot left for tired folks to come and play in. Seattle's hospitality is waiting for the convention delegate, to show him the friendly spirit of the Charmed Land. Combine business with pleasure by attending the coming convention.

Seattle as a convention city "knows how," and the hospitality will be typically Western.

From a straggling frontier mill town, clinging tenaciously to stump-covered hillsides, cut off from the world by the snow-capped Cascades, to a thriving, throbbing metropolitan city of 475,000 souls, is Seattle's answer to the "can't" of a skeptical world.

The hills were washed into the flats to provide sites for palatial homes; towering office buildings and expanding industrial plants. The Cascades were bored through and giant electric locomotives pull great trains through the mountains without a thought. Four trans-continental rail lines, the Great Northern, Northern Pacific, Milwaukee and Union Pacific, make Seattle their western terminus, making through connections for Canadian Pacific, Burlington, and Southern Pacific as well.

Four hours from Metropolitan Seattle with her balmy summer climate—never hot, never cold,—boating, bathing in her fresh water lakes or Puget Sound—to the winter sports of Mt. Rainier. Paved highways, and both rail and bus service connect the two.

Be sure your convention trip makes allowance for a week or more's vacation in this Evergeen Playground.

The Canadian Pacific boats, the Admiral Line, Alaska Steamship Company and a score of other lines and companies provide Seattle with coastwise and trans-Pacific steamship passenger service. Ask about one-way boat between Seattle and Vancouver, San Francisco or Los Angeles in connection with your regular railroad ticket to Seattle.

Daily airplane passenger service connects Seattle with Portland, Los Angeles, Chicago and points east.

Just at first—before you have had time to think it through—Seattle may seem to you quite the typical large American city—just at first. For there will appear all the lares and penates of the modern city—skyscraping office buildings, all the traffic and trucking and trekking of the thoroughfares, streets as perilous to cross as in the best of cities, and folks passing in endless procession just as they do in Chicago or Cleveland or Boston. THEN it will come to you—"Why this city is only a few years old—a one-generation city!"

You will be as reverently proud of Seattle as pilgrims from the West are reverently proud of Bunker Hill or Concord Bridge . . . far-flung, last outpost of the "course of empire"—old as the world is old—young as tomorrow is young—historic—prophetic—consummation—Seattle.

Seattle has no slums—no narrow business streets. It is one of the best lighted cities in America. It has less illiteracy than any other American city, save one. It has the lowest annual average death rate of any large city in the world. The mild year-around climate, due to the Japan current, embraces enjoyable seasonable changes, yet without extremes of heat in summer or cold in winter. Nature has been prodigal in her gifts to the city, with an environment of extraordinary beauty and inspiration and the cooperative Seattle Spirit has been quick to take full advantage of nature's gifts.

You're "Sitting On Top of the World" when you are in Seattle for it is only four hours from sea level to mountain top—and the scenery along the way makes you forget both time and distance.

Not only is Seattle a city of endless beauty and interest and charm, but it is, as well, the center of the great Evergreen Playground where all the lavish beauty of a generous nature has been spread.

Included in the many scenic trips which the traveler can make, using Seattle as his starting point, are Rainier National Park; Lake Crescent, a gem spot in the Olympics; Lake Kachees, over the Continental Divide of the Cascades; the Monte Cristo Alpine District near Everett; Hood Canal; a side trip to Victoria and Vancouver, the charming cities of British Columbia; the Puget Sound Navy Yard at Bremerton; the San Juan Island cruise, and trips to the big timber, the lakes and streams for fishing.

(Continued on page 18)

Mile after mile of natural beauty along the boulevards that connect Seattle's more than a score of parks and beaches. Nine fresh and salt water beaches within the city limit invite swimming, boating and other water sports.

The traveler will agree with the great Joffre, of France, who after his triumphant tour, when asked what American city had impressed him most, answered: "Seattle is, without doubt, the keystone of your Western Empire. Its picturesque majestic harbor, surrounded by the snow-crested peaks of its great mountains, made a profound impression on me. I shall never forget it. It is a city of tremendous growth. It is marvelous that within such a few years a settlement should grow to such a great world city."

Plan now not only to attend the coming convention in Seattle but to take your wife as well and make the trip your summer vacation. You can never buy so much for so little or find a happier way to combine business with pleasure.

Exceptions and Ambiguities in Certificates

By Ray McLain, Oklahoma City, Okla.

In writing on this subject I must confess that every exception which is discussed in this article has been perpetrated by my company for the specific purpose of shifting responsibility which it should have assumed itself for the customer who is paying for protection.

The specific principle which I have in mind is that the abstracter should furnish to his customers a complete, definite and unqualified certificate as to the various searches which he made in compiling the abstract, and that these searches should cover all public records available to the abstracter and in which might be any particular thing that would effect the title of the property being abstracted or be or become a lien or charge against it. In other words, that the abstracter should not simply select certain records which he chooses to search and certify, making it necessary for his customer to go himself to other offices and make searches, or inquiries, in regard to his title. Attempts to evade full responsibility of abstract searches are found in many certificates. These certificates are qualified by ingenuous phrases which hide various circumstances behind which the abstracter may escape responsibility.

A favorite responsibility which numerous abstracters attempt to escape is names against which they certify judgments, personal taxes, etc. The certificate is qualified to read that the abstracter certifies to the names as they are filed in the abstract or written in the certificate. As a matter of fact, suit, judgments, liens, etc., against a certain party may appear under a name sounding the same as the one in the abstract but spelled differently. It is clearly in language in the abstracter's certificate that if such a name does exist he is not to be liable, yet, he is the only one in the transaction that is in a position to protect the buyer, or mortgagee, for whom he is doing the work, against circumstances of this kind. He is in a position to know when a name should be checked under other methods of spelling and he is in a position to catch either a suit, judgment, etc. against a similar name carrying the possibility of being the same person. In case there is any question he has the privilege of including it in his abstract in which case the party relying on the abstract has means of ascertaining himself the identity of the person in suit or judgment shown. He is given proper warning by the abstracter and he has fulfilled his responsibility. If the abstracter attempts to escape by qualifying the certificate as above indicated the person who is paying for his service is deprived of a warning which he is entitled to receive and has no way of knowing the hazard which he is taking. The abstracter as above stated does have a way of ascertaining this hazard.

Other Certificates are Silent as to Personal Taxes and in Some Cases Special Tax.

A number of years ago there was a question as to whether personal taxes were a lien on real estate but this was amended and there is no longer any question as to it being a lien on real estate unless the constitutionality of the law making it such is questioned and this is a function for the lawyer rather than the abstracter.

The abstracter undoubtedly has the right to qualify his certificate in case he thinks it necessary as to installments of special taxes not yet due and payable. I do not consider that he is liable for such installments in as much as the average certificate certifies to such taxes "due and unpaid." In as much as the statute specifically provides that property sold under warranty having installment of special taxes not yet due, the warranty does not cover such installment, and the buyer takes it with knowledge of this fact. If he wishes a special search made to ascertain the exact number of unpaid installments, he may ask for this to be done.

Another qualification not so generally in use but which is occasionally found is that the abstracter certifies that he has shown all matters affecting the property as indicated by the indexes in the various offices in the county court house. This is clearly an indication of irresponsibility and any person who accepts an abstract with this qualification is either ignorant of what he should have or is in a circumstance where he is unable to get a good abstract. The indexes in county offices are no part of the records and have no standing in the scheme of public recording.

After all the best asset an abstracter has in any community is GOOD WILL. It will keep his business and bring him new business when nothing else will. A customer pays the bill. Anyone who spends money for a specific thing has a great deal to say as to what he will obtain for his money. The abstracter may hide behind the old saying, "I have been in the business long enough to know what I should do and what I should not do, and how I should run my own business." That is undoubtedly true but it is not the sum total of what is necessary to conduct a successful business. As a matter of fact it is always immaterial in the scheme of conducting a successful business. A better slogan is "Our customers must be satisfied."
(Reprinted from Oklahoma Titlegram.)

The Annual Mid-Winter Business Meeting and Joint Conference

Of State and National Association Officials

Held by

The American Title Association

Will Convene in Chicago, Ill.

January 27-28, 1928

Headquarters - - Sherman Hotel

This meeting will be of direct benefit and influence to the title business.

Every member of the state and national associations is invited to attend.

Read the program of interesting and timely subjects that will be presented.

Come and benefit by listening to their presentation and discussion.

It will be pleasant and profitable to mingle with your fellow titlemen from the entire country.

Statutory Regulation of Title Business—A Forecast and Suggestion

By Edward F. Dougherty, Omaha, Nebraska

The development of the several professions engaged almost exclusively in rendering personal service may be credited to the necessities and complexities of society attendant upon the advance of civilization. It is interesting to consider the beginning and growth of each profession and to observe how the professional man was, and is, merely a product of the law of supply and demand.

Perhaps the first glimpse of the lawyer is that to be seen in the administration of the laws and customs of the ancient tribes. As the tribes grew into nations, there was need for interpreters and administrators of the laws.

We have all read about the "Medicine Man" or "Healer" in each tribe—the distant predecessor of the modern doctor of medicine and surgery. Society soon required the services of the architect, the engineer and the specialist, or professional in each field of each particular service demanded by society for its convenience or protection.

To guard itself against the incompetent, the imposter, and the quack, society was obliged to cause those who desired to render professional services, to meet certain requirements. Eventually regulations and laws were enacted after prolonged delay and determined opposition, much of which was caused by those in the professions affected.

The significance of such opposition is that it was to a great extent exerted by those who were best qualified to serve in their particular profession. It was believed sincerely by many that to put legislative or class approval indiscriminately upon the members of a profession would permit anybody to qualify and at the same time take society off its guard in the individual selection of responsible servants.

It is equally significant that now, none of the present recognized professions would be willing to return to the old order of things, because the result of laws and regulations for the professions has been, (1) the universal recognition of the profession as one of importance to society, (2) the inability of imposters and quacks to get generally into the business, and (3) the increased measure of service and efficiency resulting from high standards, and (4) the consequent safeguards to the lives and property of the members of society.

So it is then, that it must be accepted eventually for the good of society and of the profession itself, that regulations and laws should be enacted governing every profession rendering an important service concerning lives or property. It is predicted that the title profession will not be an exception. It is not desirable that it should be an exception.

Many states now have more or less adequate laws relating to the subject. In many states there are no such laws at this time. In anticipation of that which surely will come to pass, the American Title Association should take official interest in the subject. It is strong enough to be the controlling influence in proposing measures for adoption by legislatures, whereby there may be uniformity and practicability of regulations and laws relative to the title profession in the several states.

Suggestions as to what shape such regulations and laws should take may be presumptuous as well as premature, but it is obvious, without going into detail, that the abstracter should be required to meet certain qualifications to demonstrate his technical knowledge and experience, and he should furnish a good statutory indemnity bond.

It may be suggested that title insurance is the answer to society's demand for title protection, but if proper regulations and laws will make better abstracters and gain for the profession a public recognition of its worth to society, then title men should lead the way to imposing legalized control upon itself, and then title insurance will extend its volume through the abstracters, the title risk will be minimized, and insurance costs will eventually be reduced substantially to all who patronize the title profession.

It ought to be sufficient to say to title men that they have and should seize the opportunity to do for themselves in a suitable, practical and thorough manner, that which otherwise will be done by uninformed or prejudiced legislators in a manner that will not be conducive to the best interests of the profession or its patrons.

ANNUAL MEETING OF WASHINGTON TITLE ASSOCIATION.

The Twenty-Fourth Annual Convention of the Washington Title Association was held in Longview on the 11th and 12th of November, 1927. All attendance records were broken when President Groth called the meeting to order. It was a most enthusiastic meeting and the Association has the pleasure of entertaining eight members of the Oregon Title Association, including Walter M. Daly, President of the American Title Association, and F. E. Raymond, Secretary of the Oregon Association. There were also four past Presidents of the National Association present, A. T. Hastings, Worrall Wilson, L. S. Booth, and J. W. Woodford. The welcoming address was given by Mayor A. L. Gibbs of Longview, and response was made by J. W. Woodford of Seattle.

At 11 o'clock, Friday, Nov. 11, those assembled stood for one minute with bowed heads, in memory of our fallen heroes in the World War.

The American Title Association was represented by Walter M. Daly of Portland, Ore., who gave one of his most able addresses, and was followed on the program by B. L. Lambuth of Longview, and by T. W. Zimmerman, of Portland, Secretary of the Pacific Northwest Real Estate Association.

ELIZABETH OSBORNE,
Yakima,
Re-elected Secretary, Washington Title Association

The meeting then adjourned for luncheon at the Monticello Hotel, after which automobiles were furnished for a drive around this most interesting and beautiful city.

The annual banquet was held at the Monticello Hotel Friday evening, with Mr. Worrall Wilson of Seattle, acting as toastmaster. These banquets are always informal occasions which serve to bring about a spirit of good-fellowship among all of those present.

It was decided to invite the Oregon, Idaho, and Montana Associations to meet in joint session with the Washington Association in Seattle just prior to the 1928 National Convention.

The Secretary reported five new members since last meeting: Adams County Abstract Company, Ritzville; S. W. Peach and Son, Port Townsend; Republic Abstract & Realty Company, Republic; King County Title Company, Seattle; and Puget Sound Title Insurance Company, Seattle. At the request of J. W. Woodford, The Fidelity

Abstract Company, of Seattle, was voted into full membership at this meeting.

Mr. Charlton L. Hall, one of the members attending the National Convention at Detroit, gave a most interesting report of that meeting. But really, it did not seem quite fair that he should have taken this occasion to report on Walter Daly.

Mr. F. C. Hackman, of Seattle, gave us a summary of new laws passed at the last meeting of the Legislature, and Sydney A. Cryor, Chief Counsel for the Federal Land Bank of Spokane, addressed the meeting on the relations existing between the Bank and the title men. Both of these gentlemen always give most interesting and instructive talks and are given the undivided attention of all present.

The meeting closed with a luncheon at the Monticello Hotel and the following officers were elected: President, E. W. Fawley, of Waterville; Vice President, F. C. Hackman of Seattle; Miss Elizabeth Osborne, of Yakima, was re-elected Secretary-Treasurer.

A vote of thanks was tendered to the retiring President, C. H. Groth, which was also made to include Mrs. Groth, who has been much interested in Association affairs and has attended all the meetings.

Arrangements were made with Mr. T. W. Zimmerman for printing the addresses given at the convention in the Pacic Northwest Real Estate Bulletin, and these will appear at an early date.

We were privileged to have at this meeting one of pioneer workers in the Association, as well as a past President of the National Association, Mr. A. T. Hastings, of Spokane, and while not now actively engaged in the title business, he retains all of his interest in Association matters. Mr. Hastings was elected an honorary life member in the Washington Title Association and was received with much enthusiasm.

Mr. Arthur A. Anderson, of the Longview Title Company, was a wonderful host, and is entitled to a great deal of credit for the manner in which he handled the entertainment and looked after the personal comfort and enjoyment of all present. We all went home with happy memories of Longview.

The following Resolution was passed:

"WHEREAS, the twenty-fourth annual Convention of the Washington Title Association, just drawing to a close has been made most pleasant for everyone in attendance by the untiring efforts of a number of the citizens of Longview, chief of which are the officials and employees of the Long View Company, the Chamber of Commerce, the Monticello Hotel, the press, the Public Library, and the Longview Title Company, and particularly Mr. Arthur A. Anderson, of the latter company;

AND WHEREAS, the members present desire to express their appreciation of the efforts of their hosts;

NOW, THEREFORE, be it Resolved, that the Washington Title Association in convention assembled, does hereby express its gratitude for the many courtesies extended by each of those who have rendered our stay here so enjoyable.

BE IT FURTHER RESOLVED, that a copy of this resolution be spread upon the records of the Association.

Saturday, Nov. 12, 1927.

RESOLUTIONS COMMITTEE.
W. H. WINFREE, Chairman.
T. E. SKAGGS, W. H. BEARD.

The Miscellaneous Index

Items of Interest About Titlemen and the Title Business

McCune Gill keeps continually at it in the preparation of things that pertain to title matters, and particularly in regard to Missouri decisions, laws, etc. These are usually prepared in book or pamphlet form. Some are designed primarily for use in the work of his own company and its law department, but are made available to the other examiners by reason of their being published.

His latest handbook that makes easier the life and work of the Missouri attorney is a digest of Missouri cases on "A Limitation after a Fee Simple." The form in which they are presented makes them doubly valuable. In this instance, they are listed by years, then a statement made of the condition, the wording of the limitation, the ruling of the court, and the title of the case.

The technical artist is handed one in a case recently noted in the West Publishing Co's. "Off the Docket." It tells the following.

Long on Essentials and Short on Form.

Mr. Allen had retired from active practice and became a large dealer in real property. Consequently he gave many deeds and was frequently his own scrivener. After the guaranty title companies became established, they were continually asking Mr. Allen, who at times may perhaps not have crossed his t's or dotted his i's, for quitclaim deeds. This became an annoyance to him, especially as he claimed same were not necessary. So an arrangement was made that he should receive a fee for his trouble.

The very next request he refused to grant, claiming that it was so foolish that he feared future generations of abstracters would think he was the fool that desired it. But the request was earnestly pressed, and a larger bonus offered; so, after much urging, he said: "I don't want your fee. Let me have your deed." He then wrote after the description.

"This conveyance is made to satisfy that class of pestiferous conveyancers 'which strain at a gnat, and swallow a camel'—St. Matthew, chapter 23, verse 24."

He then signed and executed the deed, and same is now on the records of Essex County, New Jersey.

Edwin H. Lindow, vice-president of the Union Title & Guaranty Company, was elected manager at the meeting of the directors, Dec. 21. Harry Krull was elected vice-president, Ralph H. Frede and Howard P. Morley, assistant vice-presidents, and Thomas P. Dowd and George H. Holland, assistant secretaries.

John N. Stalker was re-elected president; Edwin H. Lindow, Harvey D. Hahn, Lawrence C. Diebel and James E. Sheridan were re-elected vice-presidents; Merrill C. Adams, secretary; Eugene A. Miller, treasurer.

Byron J. Kelly, Louis F. Becker, and Clarence W. Seery, were again chosen as assistant vice-presidents. George A. Dankers, Carl F. Rhode, D. Hazen Wode, Edwin A. Wagner, Edwin L. Hanson, and Edward Straehle were re-elected assistant secretaries.

Mr. Lindow has occupied the position of senior vice-president of the company for five years. He entered the employ of the Abstract Department of the Union Trust Company upon his graduation from the Detroit public school in 1909. He served in various capacities until a few years later, when he was appointed head of the Abstract Department. He became assistant manager of the Union Title & Guaranty Company and, in 1921, was made assistant vice-president in 1922 and vice-president in 1923. Mr. Lindow is well-known to Detroit real estate men and is particularly active in the title insurance section of the American Title Association, having been elected president of that section at the last meeting.

The promotion of Mr. Krull from assistant vice-president to the vice-presidency is in recognition of his capable work as the head of the Legal Department of the Union Title & Guaranty Company. Mr. Krull had fourteen years of practical experience as an abstracter and title examiner, before becoming associated with the Title Company, three years ago.

Mr. Frede and Mr. Morley were promoted from positions as assistant secretaries to assistant vice-presidents. Previously to his association with the Union Title and Guaranty Company, eleven years ago, Mr. Frede was employed as accountant by the Hamilton Carhartt Manufacturing Company. Mr. Morley has been actively associated with the abstracting business for many years. Before his appointment to his official position, he was the department head of the Abstracting section of the Union Title & Guaranty Company. His earlier business career included a position as assistant superintendent of the Delta Brick & Title Company, and before that, he was general manager for the John J. Schiel Concrete & Construction Company.

Mr. Dowd and Mr. Holland are both University of Detroit graduates, who have been associated with the Union Title & Guaranty Company since leaving college in 1923. Their appointments as officials of the company are merited recognitions of good work.

Roy S. Johnson, Vice President of the Albright Title & Trust Co., Newkirk, Okla, and well known to association members by reason of his many services to the state and national associations, was given an honor by being elected President of the Oklahoma Mortgage Association, at its convention held in Oklahoma City, Dec. 10. Many title men, members of other kindred organizations, have served them with distinctive service, and such activities are the cause of an exchange of good will and mutuality of interests. Those who know Mr. Johnson well, can realize that his state mortgage association will benefit from his year of leadership.

Our esteemed member and staunch supporter, John E. Potter, President of the Potter Title & Trust Co., Pittsburgh, Pa. recently made a tour through the Mississippi states. It was occasioned by the Pittsburgh-Mississippi-Gulf Tour of the Pittsburgh Chamber of Commerce The tour was unique, in that it was of an entirely unselfish nature and purely a good will tour for the purpose of getting better acquainted with the people in the lower Mississippi Valley and Gulf territory. The points visited were, Louisville, St. Louis, Memphis, Houston, New Orleans, Cincinnati At each place, title men of the city met Mr. Potter and a most enjoyable time and visit was had. As Mr. Potter said, each one of them was a juvenile title convention.

Will Rogers recently passed an all too true slam at associations and conventions. The occasion was the annual banquet of the California Realtors Association. He asserted that conventions were the most useless gatherings known to mankind. "There have been 18,732,978 resolutions passed by conventions and not one of them's ever been acted upon." He told the Realtors that "you wouldn't be here at this convention if each of you wasn't the most successful liar in his town," and defined the term "Realtor" as the new name of an old-fashioned real estate dealer who has started wearing a necktie.

The Title & Trust Co. of Portland, Ore., recently issued a most interesting publicity medium. It was in the form of a booklet containing the Last Will and Testament of Elbert H. Gary.

The complete will is given, word for word. Attention is called to the importance of having a will prepared by an expert, because often "the lawyer's fee is spared before death only to be multiplied a thousand fold after death." Advice is given to consult your lawyer and have your will drawn, and attention is called to the fact that the company is qualified to act as executor, administrator, trustee and guardian of estates. It also contains a very interesting story of Judge Gary and his keen business sense.

The American Title Association

Officers, 1927-1928

General Organization

President

Walter M. Daly, Portland, Ore., President, Title and Trust Company.

Vice President

Edward C. Wyckoff, Newark, N. J., Vice President, Fidelity Union Title and Mtg. Guaranty Co.

Treasurer

J. M. Whitsitt, Nashville, Tenn., President, Guaranty Title Trust Company.

Executive Secretary

Richard B. Hall, Kansas City, Mo., Title and Trust Building.

Executive Committee

(The President, Vice President, Treasurer, Retiring President, 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 1928.

J. W. Woodford, (the retiring president) Seattle, Wash., President, Lawyers and Realtors Title Insurance Co.

Fred P. Condit, New York City, Vice President, Title Guarantee and Trust Co.

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

Donzel Stoney, San Francisco, Cal., Executive Vice President, Title Insurance and Guaranty Co.

Term Ending 1929.

Henry B. Baldwin, Corpus Christi, Tex., President, Guaranty Title Co.

J. M. Dall, Chicago, Ill., Vice Pres., Chicago Title and Trust Co.

Sections and Committees

Abstracters Section

Chairman, James S. Johns, Pendleton, Ore., President, Hartman Abstract Company.

Vice-Chairman, Alvin Moody, Houston, Tex., President, Texas Abstract Company.

Secretary, W. B. Clarke, Miles City, Mont., President, Custer Abstract Company.

Title Insurance Section

Chairman, Edwin H. Lindow, Detroit, Mich., Vice President, Union Title and Guaranty Co.

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

Secretary, Kenneth E. Rice, Chicago, Ill., Vice President, Chicago Title and Trust Co.

Title Examiners Section

Chairman, John F. Scott, St. Paul, Minn., 814 Guardian Life Building.

Vice-Chairman, O. D. Roats, Springfield, Mass., c/o Federal Land Bank.

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

Program Committee, 1928 Convention

Walter M. Daly, (The President) Chairman, Portland, Ore.

Edwin H. Lindow, (Chairman, Title Insurance Section) Detroit, Mich.

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.

Committee on Membership

Bruce B. Caulder, Chairman, Lonoke, Ark., President, Lonoke Real Estate and Abstract Co. (The President and Secretary of each state association constitute the other members of this committee.)

Committee on Constitution and By-Laws

M. P. Bouslog, Chairman, Gulfport, Miss., President, Mississippi Abstract and Title Guarantee Co.

C. A. Loewenberg, Syracuse, N. Y., Vice President, Syracuse Title and Guaranty Co.

Walter C. Schwab, Philadelphia, Pa., Vice President, The Title Company of Philadelphia.

Committee on Advertising

Leo. S. Werner, Chairman, Toledo, O., Vice President, Title Guarantee and Trust Co.

Willis N. Coval, Indianapolis, Ind., Vice President, Union Title Company.

Ralph Burton, Detroit, Mich., Vice President, Burton Abstract and Title Co.

Lester E. Pfeifer, Philadelphia, Pa., Title Officer, Chelten Trust Company.

Jas. D. Forward, San Diego, Calif., Vice President, Union Title Insurance Co.

Committee on Cooperation

Jas. P. Pinkerton, Chairman, Philadelphia, Pa., Vice President, Industrial Trust Title and Savings Co.

Richard P. Marks, Jacksonville, Fla., Vice President, Title and Trust Company of Florida.

John F. Keogh, Los Angeles, Calif., Vice President, Title Guarantee and Trust Company.

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

Theo. W. Ellis, Springfield, Mass., President, Ellis Title and Conveyancing Co.

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

Kenneth E. Rice, Chicago, Ill., Vice President, Chicago Title and Trust Co.

Judiciary Committee

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John Siefert, Utica, N. Y., President, Central New York Mortgage & Title Co.

E. D. Dodge, Miami, Fla., Manager, Dade County Abstract, Title Insurance and Trust Co.

Stuart O'Melveny, Los Angeles, Calif., Executive Vice President, Title Insurance and Trust Co.

Oakley Cowdrick, Philadelphia, Pa., Vice President, Real Estate Title Insurance and Trust Co.

Edward F. Dougherty, Omaha, Neb., Attorney, Federal Land Bank.

Odell R. Blair, Buffalo, N. Y., President Title & Mortgage Guaranty Company.

Legislative Committee

Mark R. Craig, Chairman, Pittsburgh, Pa., Title Officer, Potter Title & Mortgage Guaranty Co.

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New Jersey—Stephen H. McDermott, Asbury Park, Secretary, Monmouth Title and Mtg. Guaranty Co.

New York—Odell R. Blair, Buffalo, President, Title and Mortgage Guaranty Co.

Connecticut—Carlton H. Stevens, New Haven, Secretary, New Haven Real Estate Title Co.

Rhode Island—Ivory Littlefield, Providence, Vice President, Title Guarantee Co. of Rhode Island.

Massachusetts—Francis X. Carson, Springfield, Vice President, Title Insurance and Mtg. Guaranty Co.

District No. 2:

Pennsylvania—Pierce Mecutchen, Chairman Philadelphia, Title officer, Land Title and Trust Co.

West Virginia—John D. Thomas, Wheeling, Attorney, Wheeling Steel Bldg.

Virginia—H. Laurie Smith, Richmond, President, Lawyers Title Insurance Corporation.

District No. 3:

Florida—O. W. Gilbart, Chairman, St. Petersburg, Secretary, West Coast Title Co.

North Carolina—J. K. Doughton, Raleigh, Vice President, Title Guaranty Insurance Co.

South Carolina—Edward P. Hodges, Attorney, Columbia, Palmetto Building.

Georgia—Harry M. Paschal, Atlanta, Vice President, Atlanta Title and Trust Co.

District No. 4:

Tennessee—W. S. Beck, Chairman, Chattanooga, President, Title Guaranty & Trust Co.

Kentucky—J. W. Fowler, Jr., Louisville, Counsel, Franklin Title Company.

Ohio—J. W. Thomas, Akron, President, Bankers Guaranty Title Co.

Indiana—Earl W. Jackson, South Bend, Secretary, Indiana Title and Loan Co.

District No. 5:

Louisiana—Lionel Adams, Chairman, New Orleans, Vice President, Union Title Guarantee Co.

Alabama—C. C. Adams, Birmingham, Secretary, Alabama Title and Trust Co.

Mississippi—F. M. Trussell, Jackson, President, Abstract Title and Guaranty Co.

District No. 6:

Arkansas—Elmer McClure, Chairman, Little Rock, President, Little Rock, President, Little Rock Title Insurance Co.

Missouri—C. B. Vardeman, Kansas City, Vice President, Missouri Abst. and Title Ins. Co.

Illinois—W. R. Hickox, Jr., Kankakee, President, Kankakee County Title and Trust Co.

District No. 7:

North Dakota—George B. Vermilya, Chairman, Towner, President, McHenry County Abst. Co.

Minnesota—John B. Burke, Attorney, St. Paul, Guardian Life Building.

Wisconsin—Julius E. Roehr, Milwaukee, President, Milwaukee Title Guaranty and Abst. Co.

Michigan—George R. Thalman, Detroit, Assistant Secretary, Burton Abst. & Title Co.

District No. 8:

South Dakota—Fred Walz, Chairman, Milbank, President, Consolidated Abstract Co.

Iowa—Ralph B. Smith, Keokuk.

Nebraska—E. B. Marcom, Omaha, Attorney, Omaha, Trust Company.

Wyoming—Chas. Anda, Casper, President, Natrona County Abstract and Loan Co.

District No. 9:

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Oklahoma—G. M. Ricker, El Reno, Secretary, El Reno Abstract Co.

Colorado—Foster B. Gentry, Denver, Vice President, Republic Title Guaranty Co.

New Mexico—D. D. Monroe, Clayton, President, Clayton Abstract Co.

District No. 10:

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District No. 11:

California—Morgan E. Larue, Chairman, Sacramento, Secretary, Sacramento Abstract and Title Co.

Utah—Alex E. Carr, Salt Lake City.

Nevada—A. A. Hinman, Las Vegas, President, Title and Trust Company of Nevada.

Arizona—J. J. O'Dowd, Tucson, President, Tucson Title Insurance Co.

District No. 12:

Washington—Hugo E. Oswald, Chairman, Seattle, Title Officer, Puget Sound Title Ins. Co.

Oregon—R. S. Dart, Bend, Manager, Deschutes County Abstract Co.

Montana—R. H. Johnson, Scobey, Vice President, Montana Abstract Co.

Idaho—Henry Ashcroft, Payette, Manager, Payette County Abstract Co.

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Augusta Title Company.
Vice President, F. F. Harrelson, Forrest City.
St. Francis County Abstract Co.
Secretary-Treasurer, Bruce B. Caulder, Lonoke.
Lonoke Real Estate & Abstract Company.

California Land Title Association.

President, Stuart O'Melveny, Los Angeles.
Title Insurance & Trust Company.
1st V. Pres., E. M. McCardle, Fresno.
Security Title Ins. & Guarantee Co.
2nd V. Pres., E. L. Dearborn, Fairfield.
Solano County Title Company.
3rd V. Pres., L. P. Edwards, San Jose.
San Jose Abstract & Title Insurance Co.
Secy.-Treas., Frank P. Doherty, Los Angeles.
Merchants Natl. Bank Building.

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The Morgan County Abstract & Investment Company.
Vice President, H. C. Nelson, Cheyenne Wells.
The Cheyenne County Abstract Company.
Secy-Treas., Edgar Jenkins, Littleton.
The Arapahoe County Abstract & Title Co.

Florida Title Association

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Fidelity Title & Loan Company.
Vice-Pres., E. D. Dodge, Miami.
Dade County Abst. Title Ins. & Trust Co.
Vice-Pres., O. W. Gilbart, St. Petersburg.
West Coast Title Company.
Secy.-Treas., Geo. S. Nash, Orlando.
Nash Title Company.

Idaho Title Association

President, Joseph W. Fuld, Hailey.
Vice-Pres., O. W. Edmonds, Coeur d'Alene, (Northern Division) Panhandle Abstract Co.
Vice-Pres., A. W. Clark, Driggs, (S. E. Division) Teton Abstract Co.
Vice-Pres., M. L. Hart, Boise, (S. W. Division) Security Abst. & Title Co.
Secy.-Treas., Tom Wokersien, Fairfield, Camas Abstract Co.

Illinois Abstracters Association

President, W. A. McPhail, Rockford.
Holland-Ferguson & Co.
Vice-Pres., Cress V. Groat, Lewiston, Groat & Lilly.
Treasurer, Mrs. Nellie P. Danks, Clinton.
Secretary, Harry C. Marsh, Tuscola, Douglas County Abst. & Loan Co.

Indiana Title Association

President, Earl W. Jackson, South Bend.
Indiana Title & Loan Co.
Vice Pres., J. E. Morrison, Indianapolis.
Union Title Co.
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Lambert Title Co.

Iowa Title Association

President, Ralph B. Smith, Keokuk.
Vice-Pres., D. G. LaGrange, Storm Lake, Buena Vista Abstract & Mtg. Company.
Treasurer, Miss Grace G. Hankins, Sigourney
W. H. Hankins & Company.
Secretary, John R. Loomis, Red Oak.
Loomis Abstract Company.

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President, Forrest M. Rogers, Wellington.
Rogers Abstract & Title Co.
Vice Pres., E. L. Mason, Wichita.
Guarantee Title & Trust Co.
Secy.-Treas., Pearl K. Jeffery, Columbus

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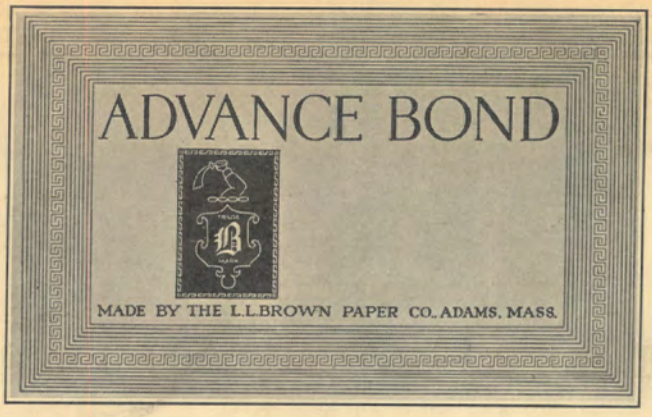

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