

# Title News

Vol. 7

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No. 2

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**THIS JOURNAL** made its debut on the day of December 1st in the year of 1921. It is a publication of the Title Examiners' State Organization, and is published monthly. It is a publication of the Title Examiners' State Organization, and is published monthly. It is a publication of the Title Examiners' State Organization, and is published monthly.

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Sarah Sage      M. J. D'Angelo      Arthur Brant



# Why

more and more  
Realtors  
are recommending

## TITLE INSURANCE

Title Insurance provides that, if the title to a man's property is ever contested, it will be defended, without charge to him, and he will be indemnified in case of loss.

Court records all over the country show volumes of litigation concerning disputes over property. Title Insurance is the only thing that can adequately protect landholders against trouble and loss due to defective titles.

Title Insurance saves time both for Realtors and for their clients because it gives added assurance to prospective purchasers and makes possible quick closing of real estate transactions.

Also, Realtors know that lenders are usually more ready to lend money

on property if their security is assured by Title Insurance.

Title Insurance protects Realtor's clients to the utmost, insuring their complete satisfaction.

When the Realtor advises Title Insurance, the buyer always appreciates the fact that the Realtor has his best interest at heart.

You, as Realtor, should be thoroughly familiar with the many and varied advantages of Title Insurance. In your locality there is a company specializing in the issuing of Title Insurance policies. Stop in and let one of the officers of that organization tell you how Title Insurance can help you to build for a better and bigger future.

TITLE INSURANCE SECTION

# The American Title Association

TITLE & TRUST BUILDING  
KANSAS CITY, MISSOURI



## IMPORTANT!

The 1928 dues for Members of  
The American Title Association  
were due January 1st and must be paid by  
March 15

*The Directory Number of*  
**TITLE NEWS**

will be the April issue. On March 15  
the membership records and mailing list of  
the Association will be revised and final  
copy for the Directory prepared.

It is therefore very important that state  
association members who have not already  
remitted for their state dues, do so at once  
so their membership will not lapse and they  
lose the benefits of affiliation.

Please give both your state and national  
associations your cooperation and assist-  
ance in this.



## *An Open Message to the Members*

Every business has experienced great changes and perplexities during the past few years. The title business has come in for its share of them, in fact the last four or five years have brought as much to it as any business probably ever experienced. There have been changes of all kinds, advancements, improvements, problems.

Our business always has, and always will have perplexities and adversities the same as all others. It is rather amazing, however, to find out that the most prevalent and pertinent problems of the title business to-day were the same ones of common concern twenty years ago and have been with us all this time.

It has been the custom of the American Title Association to send to the members at frequent intervals, a questionnaire asking for information on their problems, what the business needs and suggestions how the national association could serve them and overcome these difficulties. The answers and data given in each of these several investigations, both yesterday's and today's, show an identical summary. A review of the activities and proceedings of both state and national associations verify this conclusion. In other words, the title business has been infested with the same problems and things of an unsatisfactory nature for an entirely long enough period. It is about time they were handled as other vocations, industries and professions have handled theirs—minimizing them, or eliminating entirely by organized action.

Added to these old ones are some modern tendencies and influences that have appeared to mock or try our ability, if not hack our existence. Many of these new ones have come during the past four or five years, for verily the time within that period has been a dizzy one for business, especially the title game.

The next few years will be even more so. The title business is at the threshold of a new epoch—it is just beginning to find itself and the future will be just as great as the titlemen care to make it and exert themselves to achieve the possibilities.

They will however, because those in the business are alert to the situation. It is needless to tell you that the activities of the state and national associations are responsible for exciting this consciousness, and creating the enthusiasm and eagerness for getting into action.

The state associations have been increasingly active the last few years. The national association has assumed an entirely different aspect because of the intensive work it has done in permanently establishing itself, in its marked degree of increased usefulness and efficiency, in building a groundwork and formulating a definite plan to launch and conduct a constructive program that will bring about the results necessary to develop and promote the efficiency of the business and benefit not alone those in it, but its clients.

To bring this about will require that every member of the association be brought into the movement. Naturally the first thing necessary is to establish a contact with all of them in order that each may be informed of conditions, of what must be done, of the program outlined and the plan for carrying it out.

There are three points or mediums of establishing the necessary contact.

First: Attendance at state association conventions.

Second: Attendance at the Annual and Mid-Winter meetings of the American Title Association.

Third: Reading TITLE NEWS and other printed mediums.

The first two of course are the most direct, for at

them one not only gets first hand information but immediately becomes drawn into activities and the spirit of things. The third reaches the greatest number, is thoroughly practical and would be entirely effective if those reached would make it a special point to give their intense attention and consideration. There is no question but what TITLE NEWS is the only point of contact many members have with either their state or national associations.

As a result of the work done by the national association, the situation is thoroughly understood, the machinery provided and a constructive program will shortly be presented. This will be sponsored by the American Title Association through the respective sections and with the assistance and cooperation of the state organizations. Its success will depend upon every member becoming interested and active. Remember, however, that everything done by the title associations is only to help you and your business. They exist and operate solely to benefit you. They are your organizations.

You will, therefore, within the immediate future hear a great deal of the things that must be and are going to be done. They will be presented at the coming national meeting, the next few of which will be epochal events because of the practical aspects to be emphasized and the resulting benefits and action. They will be presented to the state associations at their conventions, and it is hoped, in Regional Meetings in every state. They will also be given detailed and emphatic presentation through TITLE NEWS, special national association publications, and those of states issuing bulletins.

No comment is necessary on how great it would be if everyone could attend conventions. All cannot do that, however, but everyone can be informed and benefit by reading of the plans, developments and things done and by taking part where and when able.

Future issues of TITLE NEWS are going to be full of things everyone should know. Read every word of each number. Announcement is made elsewhere in this issue of a new series of articles that will appear and will tell you some helpful and interesting things. There will be many others. The March issue will contain the complete report of the Mid-Winter Meeting and you will find more real beneficial and profitable information in its text than anything that has ever yet been presented that way. This applies equally to abstracters and title insurance folk. You are also going to receive special bulletins, pamphlets and announcements. Give them your attention.

But the big thing I am trying to hammer home is that there is an organization, an influential agency back of your business working in a definite, practical way to help make your efforts and investment all you want them to be.

It is the culmination and result of years of tireless, energetic, unselfish work. The title business will never be anything more than those in it make of it. There must be a lot done in the next few years, and we will have to do it ourselves. It will have to be done through the medium of the associations. You will have a part to play and the active interest and hearty support of everyone will bring great rewards.

*Richard B. Hall*

Executive Secretary.



# TITLE NEWS

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The American Title Association

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## Editor's Page

I RECENTLY attended a state convention and one of the speakers called attention to the fact that the abstract business was getting a black eye and bad reputation in many communities because the various abstracters knocked their competitors so much. He stated that it was generally supposed to be an unorganized, unethical cut-throat, big discount granting business and the abstracters themselves were responsible for the standing their business had.

This could be very true, because it is quite common to blame competitors for the bad situation in many places. It is strange, too, that it is always "the other fellow" and words fly thick and fast in describing the deplorable condition caused by him.

Stop to think of it, this word-of-mouth knocking is a sure-fire method of spreading things, and every time one tells of his unethical competitors' practices, he just lets his buying public in on the secret that low prices, cut rates and discounts are the vogue and easy to get.

To stop knocking and boost might change the picture.

THERE are some special things you should know about and you will find announcements of them in words and pictures on pages One, Two, Three, Four, Nine, Fourteen.

ANOTHER fine article by McCune Gill. He certainly supplies these columns with some wonderful material. When things are told by him, they have an individuality and "twang" all the author's own. How many people could dive into ancient history, especially old deeds, documents and such things and tell you about them in the way Gill does?

Read the story beginning on page 5, and find out how little times have changed and likewise appreciate the ground work for things of the present day that the ancients built for us. Page 7 also shows you where the idea for the cover of TITLE NEWS came from.

### The Title Hound says:

DON'T EXPECT APPLAUSE—  
DESERVE IT



*If anything is picked on maybe there's a reason. I hear some growlin' now and then from abstracters and titlemen because the public don't seem to appreciate their efforts and the work they do.*

*The title business is one of the most important of the essentials and should command a lot of respect just like a police dog. If it is sorta looked down upon in some places, maybe the fault's its own, just like it is with a lot of us dogs. Now days you sure have to stand up for yourself, get into things, growl a lot, bite when you have to, and make everybody think you're the real pup.*

*You've got to keep the old head up, pointed ahead, ears cocked to the wind and that gleam in the eye.*

*Strut your stuff and you'll get the glad hand. You won't hear any applause if you sulk around, wag your tail and want to lick everybody's hand. That just brings kicks and abuse.*

IF YOU want to know if Regional Meetings are worth while, ask any abstracter in Montana. They certainly put them over in that state, and helped the business. They overcame distances, mountains, and the elements, for the thermometer never registered warmer than five degrees below zero during the week they were being held.

Bill Clarke's bear skin overcoat came in mighty handy on that trip, just like it did during the weather that prevailed in Chicago during the Mid-Winter Meeting.

THE Mid-Winter Meeting was a real event and it was a most valuable and interesting session. The full report of it will appear in the March TITLE NEWS.

In the meantime while you are anticipating reading about it and profiting from the things done there, pay your state association dues, and begin getting things in shape so you can attend the Seattle Convention.

THE name of C. C. Kagey is a familiar one to a host of the titlemen of the country. He is a titleman in the full extent of the word, maker—examiner. One of the pioneers of his state and the national associations and one of the sponsors of the first title examiners' section of a state association.

This has been a valuable part of the Illinois Association and other states could well follow the suggestion as told by Mr. Kagey in his article.

### New Address

The executive office of the Association is now located in Suite 905, Midland Building, Corner Thirteenth and Baltimore.

Mail to the American Title Association or Richard B. Hall, Executive Secretary, should hereafter be addressed to them

MIDLAND BUILDING  
Kansas City, Mo.



# Plan **NOW** a **Combination Convention and Pleasure Trip**

The Twenty-second Annual Convention of the Association, by meeting upon the Pacific Coast, affords the greatest opportunity possible for a combination business and pleasure trip.

## **See the West, the Rockies, the Desert, the Pacific Northwest, California**

*Lowest Railroad Rates:* The Summer Tourist Tickets are available at this time, and are the lowest ever offered.

*Diversity of Routes:* Go one way, back another. Direct Routes, or the great "Circle Trip"—to the Northwest, then down the coast of California, stopping at Los Angeles, San Francisco, San Diego, Mexico.

*Stop-over Privileges:* Allowed at all points coming or going.

*Side Trips:* All the scenic wonders of the West.

## **See the places you have always wanted to see, or would delight in visiting again**

Alaska	Rainier National Park	Bryce Canyon
Canadian Rockies	Yellowstone	Death Valley
Banff, Lake Louise	Hawaii	Colorado Rockies
Glacier National Park	Grand Canyon	Indian Detour

and the many others within reach

The Executive Secretary will be greatly pleased to help you with your plans, give information and render every assistance possible.

**Decide now to attend the**

# **AMERICAN TITLE ASSOCIATION**

**CONVENTION *at* SEATTLE**

*June 26-27-28 and 29*



# Deeds and Wills in History

By McCune Gill, St. Louis, Mo.

In so far as history is a mere list of dates, kings, and wars, it bears little of practical interest to us. But so much of history as shows the origin of the things we do every day and the reasons for them, is, I believe, worthy of our consideration.

Who first invented wills and deeds? No one knows. But this we do know; that at the very dawn of written history we find them in a high stage of development; and that actual examples of these instruments are available representing every epoch from those remote days to the present.

Some of the earliest examples are from Egypt. This one (Fig. 1) dates from B. C. 2548, and reads thus,

*"I, Uah, give to my wife Sheftu, the woman of Gesab, all things given to me by my brother, Ankh-ren. She shall give it to any she desires of the children she bears me. It is the deputy, Gebu, who shall act as guardian of my son. Done in the presence of these witnesses, Kemen, decorator of columns; Apu, doorkeeper of the temple; Senb, son of Senb, doorkeeper of the temple. Second year, Amenemhat IV."*

So modern does this papyrus will appear, it seems it might still be probated,—if it were not for the difficulty of proving its execution after forty-four hundred years. That these fragile paper documents should have survived the wreck of empires seems most surprising, but we find that they are rather numerous, due to the fact that the Egyptians had the habit of stuffing their mummies with what to them was waste paper but to us is a mass of priceless relics.

Next is a warranty deed written on a clay tablet, (Fig. 2), from Assyria or Babylon, of date B. C. 672. It reads like a page from a record made yesterday.

*"Dira has bought from Dairu Kurban for 30 shekels of silver, (and the price is fully paid), three houses and*

*a court with one door, in the City of Nineveh, adjoining Naharu, and Kurma. Claim there shall be none. (Seal.) Before the witnesses, Ardimmu, Lusakin, Summa. The month Ab, 23rd year of the reign of Sennacherib the King."*

Another of these Chaldean deeds is from the Recorder's office at Ur, written at the time when Abraham lived there. Names of the dim past seem more human to us when we see deeds that their associates acknowledged before the Royal Scribes (or Notaries), wherein they warrant the title *"or may the great gods exterminate their race."*

Our friends the ancient Hebrews knew all about closing real estate deals. One of Jeremiah's investments in the year 586 B. C. is described in a way that might apply to any of our present day transactions.

*"And I bought the field of Hanameel, my uncle's son that was in Anathoth, and weighed him the money even 17 shekels of silver; and I subscribed the evidence, and sealed it and took witnesses."*

An example of the entailed farms of the Hebrews is cited in the Book of Ruth, and we hear in Genesis that Abraham paid 400 shekels of silver *"money current with the merchant (no personal checks), for the cave of Machelah, including the trees."*

Plato, the philosopher of ancient Greece, seems a hazy sort of figure until we read his will, a very real and human document, which took effect at his death in 347 B. C.

*"These things has Plato left and bequeathed. The farm of Hephaestiades, it is forbidden to sell or alienate, but it shall belong to my son Adimantes. Further, I give to my son three mines in cash, with three due me from Euclid the gem engraver. I free from slavery Diana, but Tychon and Appoloniades shall continue the slaves of my son,*

*Adimantes."* And so on with other provisions.

Notice in this Greek deed from Alexandria, in the first century B. C., the careful description of the parties, as well as the very modern way of setting out the property; not to mention the war stamps to help pay for some of the Ptolemaic wars.

*"In the reign of Ptolemaios there was sold by Pamonthes, aged 45 years, red haired and with a scar on the cheek, out of a piece of level ground, 8000 cubits of field, bounded south by Royal St., north and east by lands of Periclides, west by the house of the Tagai. It was bought by Nicheldes, the less, son of Azos, aged 40, bald-headed, for 60 pieces of brass, the seller securing the validity of the title. Witnessed by Appolonius, President of the Exchange, and Registered for payment of war tax at the tables of Dyonisius the Collector."*

The Romans were expert in the art of drawing wills. Notice the contest clause in this one of about 600 A. D.

*"I Flavius Pauli, of the school of couriers, son of Paul of blessed memory, wish and direct that Cyria, the wife who has been joined to me, shall inherit her clothing and ornaments found in my house, together with the half share of the said house, which was sold to me by Epiphanius. I wish that Manna shall have the remaining share, and the small spoons and two chests. I wish that if Cyria my wife proceed against this, my will, she shall take six solidi of gold. I have requested these witnesses to insert their testimony after my signature."*

The "small spoons" about which the testator was so solicitous have no doubt disappeared during the thirteen centuries since his death, but his will is still a very living document.

The early people of Britain readily adopted the Roman forms. Their first

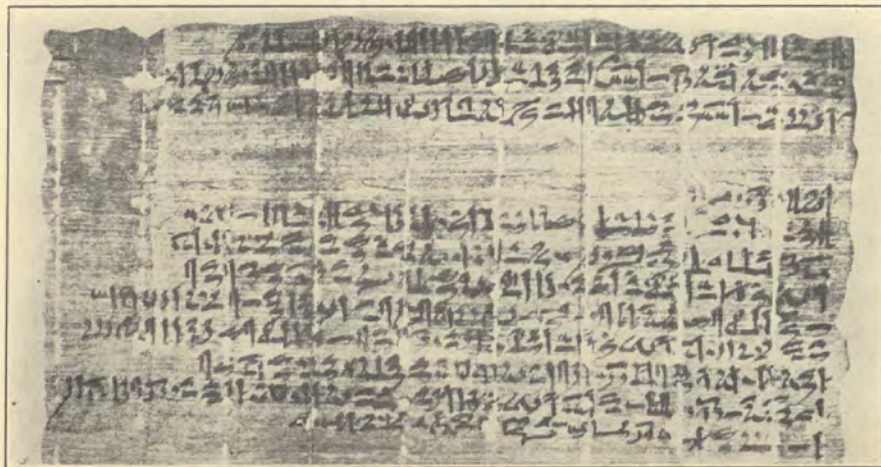


Fig. 1.  
Egyptian Will, B. C. 2548  
(on papyrus, sealed on outside)



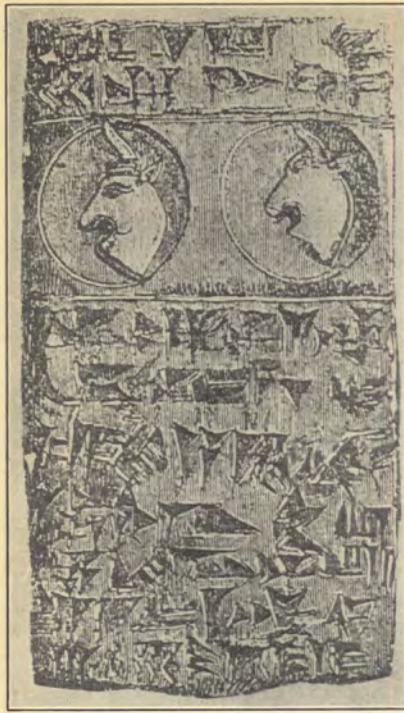


Fig. 2  
Babylonian Deed, B. C. 672  
(clay tablet, seals impressed)

deeds were in Anglo-Saxon, but Latin soon became the language of all formal documents. One of these deeds (Fig. 3) transferring a little farm in Fressingfeld, (about 80 miles Northeast of London), in the year 1430, begins as follows:

"Sciunt praesentes et futuri quod ego Johannes Geforth" (Know all present and future that I, John Gifford). Then follows a complete deed with a description, "Habendum et tenendum," To have and to hold, unto the grantee, and ending with the date, "Anno regni Regis Henrici sexti octavo," (In the eighth year of the reign of King Henry

the Sixth). One of the features of this deed is the large pendant seal used at this period.

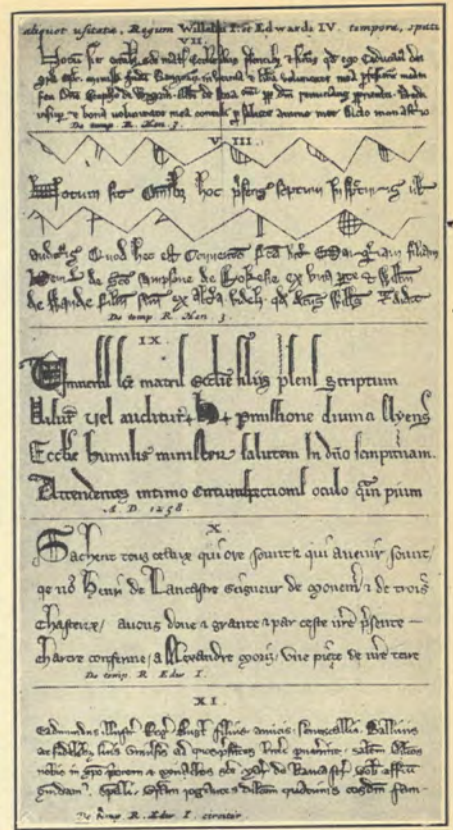
When English took the place of Latin at the Reformation, we find that the old forms were still followed. The will of Shakespeare written in 1616 reads thus:

"In the name of God, Amen, I, William Shakespeare of Stratford upon Avon in the County of Warwick." Here follows various bequests including these, "Item, I give and bequeath unto my daughter Judith 150 pounds. Item, I devise to my daughter Susanna Hall, the new Place in Stratford" (for life with various remainders). "Item, I give to my wife my second best bed," etc.

One of the English deeds, dated in 1713, (Fig. 4), and beautifully written on the finest parchment or sheepskin, begins:

"This Indenture made the 7th day of December in the 12th year of the reign of our sovereigne Lady Anne by the Grace of God of Great Britain, France, and Ireland, Queen; Defender of the faith; Between Sarah Day, widow and relict of Robert Day." Here follows a verbose conveyance of the Manor of Garthings with the "messuage, farm-houses, outhouses, edifices, buildings, yards, gardens, orchards, lands, meadows, pastures, tenements and hereditaments." The grantee "Yielding and Paying to the said Sarah Day her heirs and assigns the rent of one pepercorne at the feast of St. Michael the Archangel next ensuing the date hereof."

Thus do we see how our culture and our forms of deeds and wills have come down to us together. We borrowed them from England and they in turn copied from France which took from the Romans and they from the Greeks who learned from the Hebrews, the Babylonians and the Egyptians. And



Samples of Script, taken from ancient deeds

thus do we see also that, strangely enough, the forms we typewrite today under our electric lights, to devise or convey our great buildings of steel and our widespreading farms, are the same forms used in the second year of Amenemhat IV to devise the things given to Uah by his brother Ankh-ren, and used likewise by every nation since, down to our own.

Truly the law of deeds and wills is nothing if not conservative.

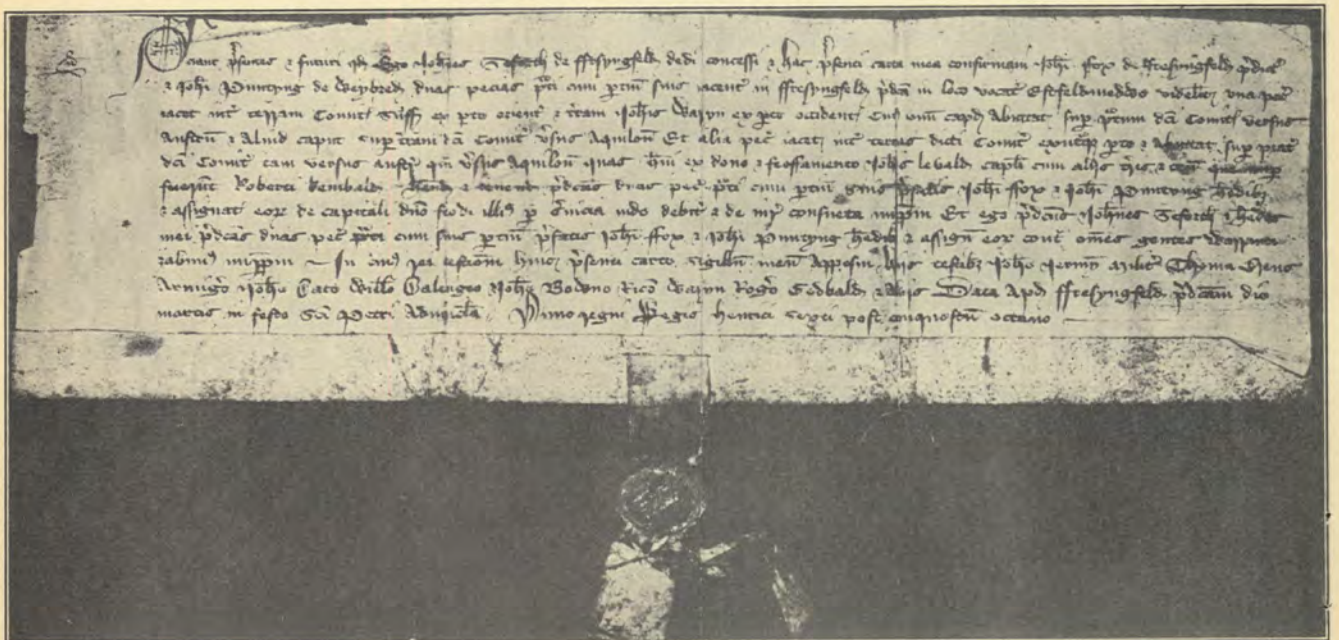


Fig. 3  
Latin Deed, A. D. 1430  
(parchment with pendant seal)







# Montana's Regional Meetings

*Montana is the first to have accomplished Regional Meetings throughout a state. The movement was thoroughly planned and then achieved under the personal direction and efforts of President Clarke of the Montana Title Association*

By W. B. Clarke, Miles City, Montana

The Montana Title Association was organized in 1909, holding meetings every two or three years as occasion demanded, usually meeting the same year that the legislature convened in the state, in order to combat adverse legislation such as the Torrens Law and inappropriate statutory regulation. There was also more or less of an effort made toward constructive advancement, especially as to uniformity in abstracting of titles and the elimination of discounts, rebates and commissions. The attendance at these meetings was usually in the neighborhood of fifty per cent of the abstracters in the state. Montana is a large state, having fifty-six counties, and the distance necessary to travel to a state meeting being very great, a fifty per cent attendance was considered good. At the 1926 meeting, it was decided to hold a meeting every year. Following this meeting, the officials of the association, in an effort toward uniformity in abstracting, planned an abstract contest. The necessary data, together with rules and regulations, was prepared, the abstracts compiled and judged, and the results were announced at the 1927 meeting. This contest brought out more than was anticipated. After the contest abstracts were all in the hands of the judges, the different contestants were asked to state the cost of the abstract had it been prepared for a client; the charges ranged from \$27.25 to \$52; the same title was abstracted by all contestants, so that it was very evident that the first step toward uniformity to be considered should be uniformity in charges.

The pamphlet issued by the national association covering the report of James S. Johns, Chairman of the Abstracter's Section, at the Mid-Winter Conference early in 1927, had been carefully studied by the officials, and, as Mr. Johns was present at our 1927 meeting, conferences were held with him, with the result that it was decided to hold regional meetings throughout the state in an effort to stabilize our charges.

A committee was appointed to draft a schedule of fees that could be recommended. The suggestion contained in Mr. John's report as to a graduated scale of certificate charges was given due consideration by the committee, and, as a result, the following schedule was recommended by the meeting:

"One Dollar per entry, except in cases of very long entries when more should be charged. Judgements and Tax Sales to be considered entries. A minimum charge of \$10 for probate or foreclosure proceedings. \$5.00 for

certificate. 25c per number for re-checking and certifying to entire abstract. In addition to the above, when the assessed valuation is over \$5,000, \$1 per thousand for each thousand of true valuation of said property, as taken from the assessor's records, up to \$50,000, and over \$50,000, 50c per thousand.

The state was divided into seven districts, the largest of which comprised eleven counties, and the smallest four. Care was taken to the end that these different districts comprised counties where the abstracters were confronted with similar problems in abstracting, such as agricultural communities, mining communities and communities where oil and gas rights were to be contended with. Meeting places were also designated where there was known to be friction between competitors, with the idea that both competitors should be sponsors for the meeting, thereby being obliged to rub shoulders with each other in making preparations. An official of the association was delegated to attend all these meetings and regional director, or sponsor, was appointed in each district.

Preliminary to holding the regional meetings, a general letter was sent out by the association to all abstractors in the state irrespective of wheth-

er they were members of the association or not; this letter was followed by letters from the sponsors in the different districts, advising of the date of the meeting and the subjects to be discussed. These meetings were held during the month of December as follows: Miles City, 5th; Billings, 6th; Butte, 7th; Missoula, 8th; Kalispell, 10th; Great Falls, 12th; Glasgow, 14th. Good attendance was had at each meeting, although there would have been much better attendance but for the fact that on the night of the 5th a storm set in and the weather continued cold, many degrees below zero, during the remainder of the month, making it exceedingly difficult for folks to be away from home. Considerable assistance was rendered by different members of one district accompanying the association official to other districts.

The plan followed at all of the meetings was for the sponsor to call the meetings to order, a temporary chairman and secretary were then elected, and the chairman called upon the association official for a statement of the purposes of the meeting and what was expected to be accomplished. The matter of the adoption of the recommended schedule of fees was first presented, then those present were polled by the secretary as to the fees charged in their different counties. A comparison of these charges evoked a general discussion of the new schedule, and, although at different times the arguments became very heated, the result was that at every meeting the schedule was adopted by all present, with the exception of two instances where there were more than one company in a county and only one of these companies represented at the meeting. In these cases, those present would not sign up an agreement until they could talk the matter over with the competitor.

The matter of discounts, rebates and commissions was then brought up, those present polled, and a discussion had. It was found that commissions or discounts were being given by a number, and in all these discussions there was not advanced one good reason why the practice should be continued.

The discussions were all confined, with considerable effort however, to the matters presented for action. After the discussion on commissions, an agreement which had been previously prepared was submitted for signature, a separate agreement being submitted at each meeting, and being substantially as follows:

"Pursuant to a resolution adopted at a meeting of the abstracters of southeastern Montana (District num-



W. B. CLARKE  
President, Montana Title Association



ber 4, Montana Title Association) held at Miles City, Mont. on the 5th day of December, 1927, we, the following abstract companies, hereby agree to adopt the recommendations of the Montana Title Association at its meeting held on July 17, 1927, relative to uniform fees for abstract work as follows:

(Here is copied schedule set out above.)

The minimum certificate charge of \$5.00 applies to re-certifications when such certificate applies to the same transaction.

We further agree that above prices are to be net and that we will not allow or pay any discount, rebate or commission, except discounts on a number of abstracts covering the same title, ordered and to be prepared at one time."

After the signing of the agreements, a permanent regional director was elected for the district. This usually closed the meeting proper, but time was taken for a general discussion of the problems local to the district. These informal discussions proved to be as valuable as the results accomplished at the regular meeting. The business of the meeting was usually transacted in from two to three hours, and the informal discussions were continued as long as there were subjects left to discourse upon. At practically every meeting a dinner or luncheon was held, some prior to the meeting, some after, and at one meeting practically all of the business was transacted during the meal.

Following the meeting, the regional director was instructed to forward copies of the agreement to all those who were not in attendance in an effort to obtain their signatures. Some of these have been signed up, but there are still a few who believe that they should work for next to nothing and be satisfied with what they were formerly receiving. The moral of this situation is to get all the abstracters to attend these regional meetings. When the matter is presented in the proper light by those in a position to do so, it is always better understood than by correspondence, and when one hears all the discussion and sees everyone else signing up, he is more apt to throw his lot in with the others than where there are presented no other ideas than his own.

The association has placed in the hands of every title company a display card, 5"x8" in size, which reads: "SCHEDULE OF ABSTRACT FEES

*Adopted by the Montana Title Association.*

Instruments, filed or recorded, per number or sheet.....	\$ 1.00
(Judgments and Tax Sales to be considered entries)	
Court Proceedings, per sheet, based on 8½x11 sheet.....	1.00
Minimum charge for Court Pro- ceedings .....	10.00
Re-certifying to entire abstract, per number or sheet.....	.25

## Questions and Answers



**Ques:** *What's wrong with this abstracter?*

**Ans:** *He lives where they haven't held Regional Meetings.*



**Ques:** *What makes this abstracter look and act human?*

**Ans:** *They hold Regional Meetings in his state.*

Certificate, when assessed valuation of property is \$5,000 or less ..... 5.00

Certificate, when assessed valuation of property abstracted is over \$5,000, \$1 per thousand for each thousand of true valuation of said property, as taken from the assessor's records, up to \$50,000, and over \$50,000, 50c per thousand.

The \$5 certificate charge is applicable to continuations when such continuation applies to the same transaction.

### THE ABOVE SCHEDULE IS USED BY THIS OFFICE."

Without exception, a desire was expressed that further meetings should be held, and in order to assure another Regional meeting before the next state convention, the different districts went on record asking that the state association appoint a committee to draft a uniform certificate, and that this proposed certificate be submitted to the regional meetings for discussion and approval to the end that it might be formally adopted at the next state meeting. This is the next step toward uniformity; if this is successful, the plan is to work on

uniformity in abstracting along the same lines.

There is no question but what the holding of these meetings in Montana has turned the tide toward greater association work, has created better feeling and understanding among the different companies throughout the state, especially in the different localities, and has been worth considerably more than the time and money spent on them.

At least four different situations were cleared up where there was unethical competition, or where discounts and commissions were being given to the detriment of all concerned. In one locality, the situation was tense. Two abstracters, both mighty fine gentlemen, were fighting back and forth like a couple of school kids; neither was doing the business he should have been doing, and neither was receiving a fair compensation for his work. This condition had prevailed for some considerable time and had not only placed the title business in the wrong light before the public in that one community, but was giving the business a black eye all over the state. In this instance, a separate agreement was signed up by these two competitors, in addition to the general agreement, each retaining a copy so that should there be any further back-biting, this could be used toward getting them together again. It is doubted whether these two could ever have been brought together outside of a regional meeting; neither had ever attended a state meeting, and neither would give the other an opportunity of discussing their difficulties. In these meetings an opportunity is afforded for clearing up such situations that cannot possibly be found in a state meeting or elsewhere.

Among other things that were accomplished by holding these meetings are: interest has been aroused in the state meeting and they should augment a better attendance; the work of the national association was brought forcibly to the attention of every meeting; members were urged to read the TITLE NEWS more diligently, where they will find solutions for many problems which seem impregnable to them, and the service that is rendered to the abstracters in the smaller communities cannot be estimated.

Whether or not the fee schedule adopted is continued successfully rests entirely with the individual abstracters. Montana is the first state to adopt such a schedule of charges, and the officials, after careful study, are of the opinion that it is the only system whereby they can realize sufficient from their plants to earn a reasonable wage and a return on the money invested, that it places the larger expense on the larger valued properties, where there is the most liability, and in all instances makes the cost of an abstract commensurate with the value of the property abstracted and the liability assumed.



## Title Examiners' State Organization

By C. C. Kagey, Champaign, Ill.

Slight mention has heretofore been made in these columns of the cooperation among examiners in title affairs which has been the result of the recent organization for combining individual efforts in a united program for progress. We refer of course to the Illinois Abstracter's Association.

It is only fitting that this newest movement should have come out of Illinois, for twenty years ago the great national organization, The American Title Association, was conceived and brought into being at Chicago by a small group of men gathered together by common impulse from many states. This national parent association has for several years had a Title Examiner's section with individual members in the various states, but a state organization of examiners had not before been perfected.

The Illinois movement was initiated by the invitation of one examiner to others of his acquaintance to meet together in conjunction with the convention of the Abstracters of the State. Some twenty individuals assembled at this first meeting and a regular love-fest was enjoyed. It was the first time in history that an examiner had been able to meet with the rest of his clan to con over with them his labors and his worries. Definite organization was simple and quickly accomplished, the By-Laws appended below being adopted as a guide to future action.

The motive behind the organization was discussion and the development, if possible, of uniform rules of requirements for all examiners, each of whom had previously been working independently with his own idea of what constitutes a safe or merchantable title. Those who knew were expected

to teach and those who had not such great experience expected to gain from those of greater maturity.

Illinois examiners have not in the past been mere critics of Illinois abstracters, but have rather been teachers endeavoring to secure more dependable and complete showings in the abstracts prepared for their use in passing on the validity of a title. What has been accomplished through a purely one-sided organization—organized abstracters and individual examiners—is definitely displayed in the marvelous improvement of modern abstracts from Illinois over those written a few years ago. The examiners felt that concerted action might mold the many individual requirements into some uniform code, so that the abstracter in the future, knowing the rules to be universal and not peculiar to any one examiner, might better understand what showings were to be made and how to make them.

For themselves, the organization furnishes a valuable opportunity to get together occasionally to rub off some of the rust developed by daily grind in the groove of individual work and to get a broader view of the service before the groove becomes a rut.

There is no examiner but can learn some new point, nor any three or four that cannot, working together, develop some new solution not obtainable by the individual. To this end a "Service Committee" is maintained in the organization to which any member may submit mooted questions arising in his daily work. This committee will lend its best effort to answer the inquiry, citing its authority, and more often than otherwise its answer will give relief.

The motivating impulse of the organization seems to be mutual help within, relief whenever possible without. What Illinois has begun may well be followed by others to increase interest and membership in each State Abstracters' Association.

Its officers and committee chairmen for the year as as follows:—

President.....C. C. Kagey, Champaign  
 Vice-Pres.....J. D. C. Hill, Lincoln  
 Sec'y-Treas...P. W. Gordon, Springfield  
 Service.....T. E. Kircher, Collinsville  
 Membership.....J. D. G. Hill, Lincoln  
 Program.....W. W. Cohrs, Chicago

### By-Laws.

SECTION 1—The officers of this Section shall consist of President, Vice-President, and Secretary-Treasurer chosen from its active membership, and each shall be charged with such duties as his respective office implies.

SECTION 2—The Executive Committee shall consist of the President, Vice-President, Secretary-Treasurer, and the last retiring President. It shall be the governing body of the Section in the interims between meetings of the Section. It shall have power to fill any vacancies among the offices of the Section, and such appointees shall hold office until the next annual convention.

SECTION 3—Any person or firm engaged professionally in examining abstracts of title and rendering opinions upon real estate titles in Illinois shall be eligible for membership in this Section. Membership shall be established by the unanimous vote of the Executive Committee. Memberships may be by individuals or by firms, but each membership shall be entitled to but one vote.



En Route to the 1928 Convention—Tacoma and Mt. Rainier

Courtesy Union Pacific Railroad



SECTION 4—The Annual dues shall be Five Dollars for each member, provided that when the membership is held by a firm the annual dues shall be \$10.00. Two Dollars of said dues shall be turned over to the Treasurer of the Illinois Abstracters' Association as dues to the American Title-men's Association.

SECTION 5—These By-Laws may be amended at any annual meeting of this Section, by a two-thirds vote of the members present, or by the Executive Committee by a unanimous vote thereof.

## *Seattle—Wonder City* Host to 1928 Covention

Seattle, a remarkable, one-generation city of 400,000 people, gateway to China, Japan, the Philippines, Honolulu and Alaska, is a metropolitan world-city which will intrigue the visitors who attend the 1928 convention of the American Title Association.

Seattle, City of Youth and Romance—product of nature's prodigality and American initiative—where members of the original band of twenty-one white settlers now glory in a great world city, reaching toward the half million mark.

Seattle, with no past to stop and worship, with only Today and Tomorrow in mind—instead of Yesterdays. A city which has grown culturally as well as commercially, as if answering the challenge of the beauty of her snow-capped mountains, sapphire lakes and green forests. "Wonder City," world travelers say, and that names it.

The wonder of the "Charmed Land" is the accessibility of all its delightful vacation spots in a region of snow-capped mountains, evergreen forests and inland seas. Within a few hours of metropolitan Seattle, and her interesting sister cities you can snow-ball, fish, swim, climb mountains, gather flowers or toboggan.

Mount Rainier with its alpine meadows and flowers, glaciers and mid-summer snowcoasting is five hours away. Mount Baker Forest Reserve is another veritable wonderland. Both have excellent transportation and comfortable hotels.

The majestic Cascades with their towering white peaks, thundering waterfalls and tumbling streams; the

rugged mass of the Olympic Mountains, with highways and trails cut through the virgin wilderness to the rim of the Pacific; myriad sparkling lakes, including world-famous Chelan and Crescent; Puget Sound, a picturesque land-locked sea with its unmatched San Juan Archipelago and the fjords of Hood Canal—all await your pleasure within a few hours of Seattle.

In this Surpassing Playground you can choose between motoring over paved roads through a scenic wonderland; golf on evergreen courses; yachting, salt water, lake and stream fishing; mountain climbing, hiking, camping; surf bathing and a surprising diversity of vacation attractions.

No midday heat; blankets needed every night; less than an inch of rain per month for June, July and August; average summer temperature 62°; mean annual temperature 51.40°; average rainfall only 33 inches—nature is indeed kind to Seattle.

Many interesting nearby cities invite side trips and post-convention visits by boat, motor bus, airplane or rail. Tacoma—the lumber capital of the world; Bellingham—gateway to Mount Baker, famous Chuckanut Drive and San Juan Islands; Victoria—more English than England; Vancouver—metropolitan center of British Columbia; the Peninsula cities; eastern Washington; Longview; Portland, and other Pacific Coast cities—all invite the convention visitor to linger longer.

Seattle is the western terminus of four transcontinental rail lines, the Great Northern, Northern Pacific, Milwaukee and Union Pacific, and is Western American terminus for the Canadian Pacific and has through service ever the Burlington and Southern Pacific. Consequently every transportation facility is afforded the convention visitor. Seattle is also the base for the magnificent Admiral Line steamers which ply between Seattle, San Francisco, Los Angeles and San Diego, and many convention visitors who come to Seattle take advantage of the travel bargain which enables them to visit all of the Pacific northwest at the same time.

In short, a convention-vacation trip of unbelievable beauty, interest and educational value that you can't afford to miss.

## THE COURT HOUSE.

"Buildings have souls, which they acquire by a process of absorption from the men who frequent them. That is why new houses, even though there be curtains on the windows, wear for a while such an empty look, till the scars of usage lend them character; and that is why old houses, though they be shambling down at the heel and with windows leering drunkenly, have something lovable about them. At their best, they appear like wise old men or gracious ladies, serene and still and fine; but even at their worst, they wear, for all their slovenly decay, an aspect robust and dissolately genial.

"Buildings have souls which may be recognized. The church erects its spire in pride, announcing its function arrogantly. Perhaps humble folk would come more readily to worship if they might slip unnoticed through an inconspicuous door. Libraries are unmistakable; a stranger in town may recognize them before he reads the legend set above their portals. The jail confesses its unpleasant function by the iron lattice at its windows; the city hall has a nondescript and kaleidoscopic character, as though it were a patchwork formed of little pieces out of many lives.

"But the courthouse has an individuality of its own; there is something in its brooding front which suggests an all-seeing and contemplative eye. There is a dusty smell about it, like that which rises when a shelf of old books is disturbed; and there is a solidity inherent in its structure as though it partook of the immutability of ancient custom, which day by day it does perpetuate.

"Many men pass through its portals, as they go through those of the city hall; but those who come and go about the seat of local government leave their imprint on the building, while those who frequent the courthouse are more apt to bear away its imprint on them. There is an eternal character about even those laws which man designs; there is something eternal and infallible in the aspect which the courthouse in the course of years assumes."

From "A Scepter of Equity" by Ben Ames Williams in a recent Saturday Evening Post.

# AMERICAN TITLE ASSOCIATION

CONVENTION *of* SEATTLE

*June 26-27-28 and 29*



# 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 notary take acknowledgment outside his county?*

About half the States limit his authority, and acts in other counties are void. *Wagner v. Davidson*, 260 Pac. 37 (Oklahoma).

## *Can an adult be adopted?*

Usually can. *Scott v. Peters*, 158 N. E. 490 (Indiana).

## *Is signature at top of will good?*

Held good in holographic will headed "Last Will of Anna England." In re *England's Estate*, 259 Pac. 956 (California).

## *Can fee simple be cut down by later provision in will?*

The Pennsylvania Court held both ways on this point on the same day. *Cross v. Miller*, 138 Atl. 822, *Reiff v. Pepo*, 139 Atl. 244.

## *Is deed good with grantee blank?*

Held void in California where name was inserted later without grantor's presence or written consent. *Tannahill v. Greening*, 259 Pac. 1017.

## *Can a contingent remainder be destroyed by the merger of the life estate and the reversion?*

It could in Illinois before 1921, but cannot now even though created before 1921. *Wood v. Chase*, 158 N. E. 470.

## *Does dedication of street pass the fee to the city?*

City usually gets only an easement and the fee reversion passes by implication to the future owners of the lots. *Neil v. Independent*, 298 S. W. 363 (Missouri).

## *Is special statute of limitation as to tax sale valid?*

Only as to slight irregularities; and hence sale is void in Arkansas if County Clerk did not attach to the tax book a warrant of authority to the collector to collect the taxes. *Wildman v. Enfield*, 298 S. W. 196.

## *Is remainder to "children" of life tenant "surviving her," vested or contingent?*

Held contingent (as to person and event); but should have been held vested as to person and contingent as to event, that is, vested subject to be divested, by non-survival, or diminished by birth of others. *Department v. Porter*, 327 Ill. 28.

## *Can land subject to contingent remainders be condemned for road?*

It can if the damages allowed are deposited in trust for the remaindermen until termination of life estate. *Department v. Porter*, 327 Ill. 28.

## *Is devise in consideration of support defeated by Probate Court sale for debts?*

No, property devised for a consideration cannot be sold for unsecured debts. *Gammon v. McDowell*, 298 S. W. 34 (Missouri).

## *Does mortgagee get insurance if mortgagor sets fire to the house?*

He does not unless mortgage clause on policy expressly protects him against acts of the mortgagor. *Ford v. Iowa*, 298 S. W. 741 (Missouri).

## *Is insurance policy to mortgagee good if he is described as fee owner?*

No, it is void. *Foster v. Company*, 300 S. W. 7 (Tennessee).

## *Is quit claim deed in chain, notice of unrecorded adverse claims?*

It is sometimes held to be notice, but not where grantor "does grant, sell, convey and quit claim" to grantee who assumes mortgage. *Benton v. Jopling*, 300 S. W. 28 (Texas).

## *Is power of sale in will affected by subsequent birth of child?*

Held that sale under power to innocent purchaser is good and child takes his share in proceeds only. *Pashkow v. Frankel*, 139 Atl. 561 (N. J.).

## *Does marriage of testatrix to legatee revoke the will?*

It revokes the will as to the husband in New York if the legacy was "on account of kindness and services" this not being an antenuptial provision. In re *Reilly's Estate*, 224 N. Y. S. 316.

## *Who gets devise "to my surviving relatives sharing equally"?*

Those who would take by descent but they take per capita and not per stirpes (as in descent) in Kentucky. *Wooten v. Hardy*, 298 S. W. 963.

## *Does erroneous surplusage in description defeat title?*

No, hence devise of "my home in Revenna, Nebraska" followed by correct description in Mason County, Illinois, is good. *Armstrong v. Armstrong*, 158 N. E. 356 (Illinois).

## *Is a verbal conveyance of land good?*

It is if the grantee takes possession and makes improvements, and such a sale is superior even to a subsequent deed from the grantor to a purchaser. *Peterman v. Harboth*, 300 S. W. 33 (Texas).

## *Does conveyance of lot abutting railroad convey fee under railroad?*

Yes, even though lot number is followed by metes and bounds description along side of right-of-way. *Rio v. Weed*, 300 S. W. 171 (Texas).



*Are possible future born children bound by court decree?*

They are (even though finding in suit to quiet title was erroneous). *Bearss v. Corbett*, 158 N. E. 299 (Indiana).

*Must lessee of mine pay the lessor's royalty tax?*

He must, if the lease provides that he will pay all taxes. *Marble v. Oliver*, 215 N. W. 71 (Minnesota).

*Is descent to grandchildren subject to debts against deceased parents estate?*

Not in Iowa, as grandchildren inherit by substitution directly from the grandparent, and not by representation through the father. *In re Rees*, 215 N. W. 726.

*Is mortgage, requiring mortgagor to pay taxes on mortgagee's interest, valid?*

It is usurious if the amount will exceed the legal rate of interest. *Quesner v. Novotny*, 215 N. W. 796 (Minnesota).

*Is a judgment cancelled by bankruptcy?*

Not if it was rendered more than four months before the bankruptcy. *McLondon v. Bonner*, 139 S. E. 799 (Georgia).

*Is provision, in deed of filling station lot, that only certain gasoline shall be sold, good?*

Yes, and it is a covenant that runs with the land. *Gulf v. Smith*, 139 S. E. 716 (Georgia).

*Devise to wife for life, remainder to sister if she survives wife, otherwise to her next of kin; what interest have next of kin?*

None, sister takes fee simple absolute remainder. *Fleenor v. Sproles*, 139 S. E. 286 (Virginia).

*Does widow's renunciation of will prevent her from exercising power of appointment thereunder?*

She still can exercise the power. *McGee v. Vandeventer*, 158 N. E. 127 (Illinois).

*Can power of appointment "during lifetime," be exercised by will?*

It can in Illinois, *McGee v. Vandeventer*, 158 N. E. 127.

*Is a general devise an exercise of a power of appointment?*

Not in New Jersey if neither the power for the property are referred to, and testator owned other land. *Woodbridge v. Jarrard*, 138 Atl. 536.

*Does full power of disposition enlarge life estate to fee simple?*

It does in Delaware, *Grant v. Mullen*, 138 Atl. 613.

*Is provision in will forbidding contest, good?*

Held void in Oregon. *Wadsworth v. Brigham*, 259 Pac. 299.

## NEW DESIGNS

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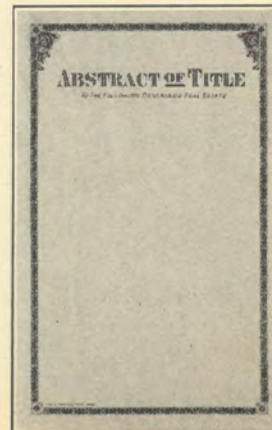
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## NEW HOME FOR TITLE INSURANCE & TRUST CO., LOS ANGELES.

Title Insurance and Trust Company of Los Angeles is building a new home office building to be completed early in 1928.

The distinctive and original American architecture exemplified in the finer new office buildings in this country, the imposing frontage of over 240 feet and the central location will make it one of the prominent office buildings of the city.

The building will be located between Fourth and Fifth Streets on Spring Street—the financial street of Los Angeles. It will be of limit height, extra heavy steel construction, with



**New Building of Title Insurance & Trust Co., Los Angeles, now under construction.**

terra cotta facing, and it will cost, exclusive of the land, approximately two and one-half million dollars.

The set-back construction that provides a large open space on each side of the building, and the extra large U-shaped inner court will give a maximum of light and air for all the offices.

On the street floor there will be space for nine retail shops, all fronting on Spring Street. The entrance to the building is through an immense vestibule and lobby 50 feet wide. Beyond the elevators there is a wide impressive stairway that leads up to the second floor.

The Trust and Escrow Departments will occupy the entire second floor. This floor will have a 24-ft. ceiling and will be furnished in marble and hardwoods, and bronze grills, making it one of the fine banking rooms in Los Angeles.

Title Insurance and Trust Company with its over 800 employees will occupy practically five floors, or half of the new building. This is nearly a 50 per cent increase in office space over the present quarters. The third and fourth floors and a part of the fifth floor will be occupied by the several departments. On the tenth floor will be located the administrative offices, the directors room, recreation rooms

for both women and men, an officers' dining room, and a lunch counter and cafeteria for employees.

Preliminary studies and plans have been made to reduce to a minimum the lost motion in handling of orders. The course of the work has been carefully plotted. With the aid of the unusually large space on each floor, it is expected that a large proportion of the orders can be dispatched without travel from one floor to another.

After providing this liberal space for its constantly growing business the company will have nearly five floors, or approximately 70,000 square feet of rental area for selected tenants.

The garage to occupy a portion of the building in the rear will accommodate 150 cars. It will be entered either from Spring Street or from the rear.

Architects of the building are John and Donald B. Parkinson, and the Scofield Engineering-Construction Company is the general contractor.

### ADMIRABLE AND MODEL LAW REGULATING FILING OF PLATS AND SURVEYS.

The state of Florida has a most desirable and commendable law regulating the size, preparation, etc., of plats. It could well be adopted by all the states and reads as follows:

#### SURVEY LAWS, 1925.

An ACT to Regulate the Making of Surveys and Filing for Record of Maps and Plats in the State of Florida.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF FLORIDA:

Section 1. That whenever maps or plats of any land within this State are brought to a County Clerk or other

public recording officer to be placed on public record, it shall be the duty of the County Clerk or other public recording officer, before filing, to examine said map or plat and see that it complies in form with all the requirements of this Act. If this Act has been complied with, he shall so certify, with date of filing for record, on the map or plat, and also on the copy thereof required by Section 11 of this Act. Otherwise he shall return the map or plat to the owner for correction.

Section 2. Whenever any City, Town or addition thereto shall be laid out or altered as hereinafter provided, or whenever any land shall be platted into lots and blocks, within this State, the proprietor or proprietors thereof, shall cause a survey and true map or plat thereof to be made by a Civil Engineer or competent Surveyor.

Section 3. Such map or plat shall in every case be made with India Ink, or some other equally substantial and distinct method, and be made on a scale sufficiently large to show plainly all details on tracing cloth (of such size as each county may require). In case of a large plat it may require two or more sheets in which case the sheets are to be numbered, and the number of the sheets to be indicated on the first sheet below the title.

Section 4. The Plat shall have a title or name. If the plat be a Town, City or Village, the full name of such Town, City or Village must appear as the title or name of the plat; if the land platted be an addition to or a subdivision of a Town, City or Village already platted, then shall the title of the plat include, with the name of such addition or sub-

## ANNOUNCING A New Series of Articles on Pertinent Topics

*These will appear in TITLE NEWS beginning with  
the April issue*

### Subjects:

- The Keystone of Every Real Estate Transaction.
- Some Adverse Conditions of the Title Business—Their Cause and Effect.
- Impositors and Impositions.
- Some Reasons Why the Title Business Drags.
- Why the County or Any Division of Government in the Title Business?
- Introducing Title Insurance.
- The Service and Efficiency of Title Insurance.
- A Potpourri for the Abstractor.

*These articles have been prepared by Richard B. Hall, Executive Secretary of the Association. They are the conclusions and observations of a varied experience in and with the title business. The matters presented are based upon actual facts, conditions and occurrences gained from many sources.*

*The writer is greatly indebted to the many who have helped in their preparation by furnishing information, verifying the statements and conclusions and reviewing the manuscripts.*



division, the name of the Town, City or Village, as the case may be, of which such platted land is a subdivision, or to which it is an addition. The name of the County and State in which the land platted is situated should appear under the title.

Section 5. There shall be written or printed upon the tracing cloth on which map or plat shall be made a full and detailed description of the land embraced in said map or plat showing the Township and Range in which such lands are situated and the Section and parts of Sections platted. If the premises are in a Spanish grant or are not included in the subdivision of the Government Surveys, then the boundaries are to be defined by metes and bounds and courses. The initial point in the description shall be tied to the nearest Government corner, forty-acre corner, or other recorded and well established corner. The description must be so complete that from it without reference to the plat, the starting point can be determined and the outlines run. If a subdivision of a part of a previous recorded plat is made the previous lots and blocks shall be given. If the plat be a re-subdivision of the whole of a previous recorded plat the fact shall be so stated.

Section 6. In connection with the description there shall be a dedication of the plat by the owner or owners, and his or their wives, whose signatures must be witnesses, and their execution of the dedication must be acknowledged in the same manner as deeds conveying lands are required to be witnessed and acknowledged; and in all cases the title, caption and dedication must agree. In case the dedication is to be made by a corporation then it shall be signed by the President and Secretary respectively, of the corporation, by and with authority of its Board of Directors.

Section 7. In making the survey a sufficient number of permanent monuments, in no case less than two (2) and in no case more than two thousand (2000) feet apart, shall be placed either within the tract or on the exterior boundaries thereof, or both, so as to provide definite reference points from which may be located any points, lines or lots set forth on the said plat. The monuments so placed shall be of metal not less than 3 inches in diameter and 24 inches long, driven in the ground, or if smaller, to be incased in a solid block of concrete, said monuments having the reference point marked thereon. They shall have their position in reference to each other indicated by distances and angles and not less than one of said monuments shall have its location indicated on the plat in reference to the nearest Government corner or other corner referred to in Section 5 hereof. The position of said monuments shall be indicated on the plat by a small circle and shall be marked "PER-

MANENT REFERENCE MONUMENT" or the initials "P. R. M." to designate the same.

Section 8. In drawing the map or plat three inches shall be left blank on the left edge of the tracing cloth for binding in the record book. A plain designation of the cardinal points, the date of survey, and the correct scale of the drawing shall be given. The drawing shall be made in a workman-like manner and must agree with the description. All section lines and quarter section lines occurring in the map or plat shall be indicated by lines drawn upon such map or plat, with appropriate words and figures. If the description is my metes and bounds, the point of beginning shall be indicated together with all bearings and distances of the boundary lines.

All lots shall be numbered either by progressive numbers, or if in blocks, progressively numbered or lettered, except that blocks in numbered additions bearing the same name shall be numbered, consecutively throughout the several additions. Excepted parcels must be marked "Not included in this plat." The dimensions of all lots and the width of all streets and alleys shall be given on the plat. Where all lots in any block are of the same dimensions it shall be sufficient to mark the precise length and width of one tier thereof; but all gores, triangles or other lots which are not square or parallelograms, shall have the length of their sides and angles plainly defined by figures. The streets must be named or numbered and the alleys or public grounds properly designated. All land within the boundaries of the plat must be accounted for either by blocks, lots, out lots, parks, streets, alleys or excepted parcels. But no strip or parcel of land shall be reserved by the owner when recording a subdivision, unless the same is sufficient in size and area to be of some practical use or service.

Section 9. The Engineer or Surveyor making the survey or plat shall certify on the plat that it is a correct representation of the land platted and that permanent reference monuments have been placed as called for under Section 7 of this Act.

Section 10. Before said map or plat shall be presented to the County Clerk for record, the owner or owners shall cause to be placed thereon a certificate of approval by the County Commissioners, Town Board, or council, or the Board of Commissioners in municipalities having a commission form of government), or their accredited representatives, having jurisdiction over the land described in the said map or plat. However such approval shall not bind the County Commissioners, Town Board, City Council or Board of Commissioners to open up and keep in repair any parcels dedicated to the public in any map or plat so offered, but they may exercise such right at any time.

## When a Man's in a Real Hurry

—he wants SERVICE—service at any cost.

So it is with every abstracter when his "bread-and-butter" client dashes in with an abstract that must be gotten out "sooner than quick."

And here's where we come in. Our specially equipped plant and years of experience in the printing of abstracts have enabled many an abstracter to satisfy his clients' desires for speed without sacrificing one iota of accuracy. And the surprising part is that the cost is actually less than others charge.

We can help you to meet these "rush" requirements, too. If you'll just tell us your needs, we'll be glad to quote prices and send samples of our work.

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Section 11. For purposes of record the owner or owners shall present to the County Clerk in and for the County in which the land platted is a part, a map or plat of the land platted drawn on tracing cloth, together with a print or photographic copy of the tracing made on cloth.

Section 12. The map or plat on tracing cloth is to be filed by the County Clerk in his office in a book of the proper size for such papers, so that it shall not be folded, and kept in the vault. The print or photographic copy of cloth shall be filed in a similar book and kept in his office for the use of the public.

Section 13. It shall be a misdemeanor for any person or persons to molest any monuments established according to this Act, or to deface or to destroy any map or plat placed on public record.

Section 14. All laws and parts of laws in conflict with the provisions of this Act are hereby repealed.

Section 15. This act shall take effect, upon its passage and approval by the Governor, or become a law as provided by law.

Approved June 11, 1925.



## MERITORIOUS TITLE ADVERTISEMENTS

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



### Mrs. Olivere Left That Night for Europe

MRS. VIRGINIA OLIVERE, an attractive and well-to-do young widow, had been planning for several years to make a tour of Europe. Now that the time for leaving had arrived she was thrilled with excitement. Her passage was engaged, her passport was obtained, and there remained only time enough to reach New York and join her friends before the boat sailed.

But in the midst of her packing she was called to the telephone. Her real estate agent announced that at last he had found a buyer for her apartment building! Disappointment and joy intermingled! She couldn't afford to decline a handsome offer, yet closing a deal meant her vacation would be put off indefinitely.

Half crying, she telephoned her attorney for advice. Must her lovely trip be postponed?

"Why, no," he informed her, "there isn't the slightest need of your remaining here while that deal is being consummated. It can all be disposed of before you leave tonight."

*We write Title Insurance on sales or loans anywhere in the Southwest. We aid local buyers and sellers in closing their real estate deals. Send for free book, "Title Tales"*

## Kansas City Title & Trust Company

*The Largest Title Company in the Southwest.*

ABSTRACTS TITLE INSURANCE - ESCROWS - TRUSTS  
 Capital, \$1,000,000. Title & Trust Bldg., 10th and Walnut, Kansas City, Mo.  
 Copyright, 1926, K. C. T. & T. Co.

*One of the extended series of "human interest and appeal" ads used by this company. The various subjects of appeal touched upon everyday occasions and caught immediate attention. They were run in the Rotogravure sections of the Sunday papers and the entire series were later reproduced in an attractive booklet.*

*The results from these ads were most satisfactory. They represent an example of high class, intelligent publicity.*



## TITLE COMPANY'S PHOTO RECORDS TWICE UPHELD BY LOUISIANA SUPREME COURT.

### Mayo Title Company's Data Held Sufficient Evidence.

The value of a title company having take-offs, copies and other information as a part of its plant has been recognized many times by the courts of various states when resort has been made to them as the only available and existing evidence. This is especially true where they are photographic copies of either the original documentary or record evidence.

It is peculiar that this should have been done twice from those of the same company, and the second being exactly one year from the first. On Jan. 23, 1923, the Lake Charles American-Press reported the following:

### The Supreme Court Renders Decision of Wide Local Interest.

A decision of great interest to holders of real estate in Calcasieu parish was recently handed down by the state supreme court.

The suit in question concerned property owned by the Prairie Farm Lands Co., and was brought about on account of a quit claim deed given in 1912 and through it a complete, though erroneous, chain of title was presented. It was shown, however, that the land had been previously conveyed by warranty deed in 1886, but as the burning of the court house had destroyed the parish books, the record of the transaction in 1886 was in the photographic and other abstract records of the parish conveyance records owned by the Mayo Title company, made in regular course of business before the fire. An effort was made to discredit these copies as evidence, but the court ruled that as the original deed of conveyance could not be found and as the parish conveyance records had been destroyed, these abstract records were admissible as proof. Had the ruling been otherwise not only would this land have been taken from its rightful owners, but the titles to most of the real estate in Calcasieu, Beauregard, Allen and Jefferson Davis parishes would have been in a chaotic condition, which would have resulted in endless litigation.

The case referred to is that of Albert Grotevant et als vs. C. A. Dorrestein, Supreme Court docket No. 23817, decided November 27th, 1922. Exactly one year later, the same paper told of another as follows:

### Abstract Record of Mayo Title Co. Is Again Upheld.

Just one year ago today The American-Press printed the story of a decision of the State Supreme court of wide local interest embracing a tract of 160 acres of land south of Lake Charles in the Prairie Farm Lands Co. tract.

Below is printed the decision in another case as far reaching in its im-



portance, or may be more so, than that of last year.

The copies and abstracts of the will and probate proceedings in the succession of Clairville Granger from the abstract records of Mayo Title Company were again accepted and upheld and upon them the probate proceedings were revived, restored and re-established.

The decision of the Louisiana Supreme court in full is as follows:

"No. 25,536, Supreme Court of Louisiana—Succession of Clairville Granger in the matter of Samuel E. Duhon and others praying for the restoration of records lost by fire—Appeal from the 15th Judicial District court, parish of Calcasieu, Thos. F. Porter, Judge.

"The petitioners in the above matter allege that they are the sole heirs of their late mother, Elise Duhon, who died in the year 1914. That their mother inherited certain property, bequeathed to her by her pre-deceased uncle, Clairville Granger, that the last will and testament of Clairville Granger was duly probated, that an inventory of the effects of said succession was duly taken and Joseph Vileor Duhon appointed and qualified as testamentary executor. That the record of said proceedings was destroyed by fire when the court house of the parish of Calcasieu was burnt on April 23, 1910. They further allege that they are entitled to have said destroyed records revived, restored and re-established as provided in Act No. 57 of 1886 as amended by Act No. 30 of 1900.

"This proceedings was taken contradictorily with all the heirs of the late Clairville Granger as provided in said Acts of 1886 and 1900.

"In their answer the defendants at-

tack the validity of the will of the late Clairville Granger and also question the validity of the proceedings in which the will was probated, and they also seek to have the relative rights of plaintiffs and of themselves in and to the succession of Clairville Granger passed upon and adjudicated. They virtually admit the burning of the court house of Calcasieu, the existence of a will by Clairville Granger, which will, in due time, was probated in the course of judicial proceedings, and the destruction by fire of the record evidencing the same.

"According to the provisions of Section 4 of the Act 57, page 93, of 1886, the only issue triable in a proceeding of this kind is whether the documents or instruments in writing sought to be restored ever did exist and if they did whether they were destroyed. These two facts being affirmatively shown, it then must appear by sufficient evidence what was the character, nature and purport of the written instrument in order to justify the court in restoring and re-establishing the same. So that the validity of Clairville Granger's will, and of the mortuary proceedings by which the will was probated, as well as the relative rights of the parties, plaintiffs and defendants, in and to the succession, are not pertinent to the issue, and these questions remain unaffected by any judgment that may be rendered herein.

"The nature of this action, as provided for in the cited acts of the legislature, implies that the only proof which can be procured must of necessity be secondary evidence because its purpose is to supply and re-establish primary evidence. If the

(Continued on page 18)

## ADVERTISEMENTS

## EQUIPMENT FOR SALE

One land tract and one lot tract blank index—of the best design and material, well seasoned, and absolutely new. Barnard make. Corduroy binding, loose leaf. Will take 25% less than cost.

Address—G Executive Secretary

## HELP WANTED

Wanted at once by title company in California town of 2500 population, middle aged woman who is experienced in general office work in abstract or title insurance office, and one who is capable of taking off daily records in Recorder's office, posting, and making up ordinary chain of title. Must be good typist, but shorthand not required. Salary \$100 per month.

J. B. DeJARNATT & SON, Inc.  
Colusa, California

## PARTNER WANTED

A partner wanted in a going business in Florida. A very attractive proposition—no stock scheme but a straight out business offer of 1/2 interest at 1/3 the inventory price of furniture and fixtures. For particulars write

A. M. HASSLER

Box 486

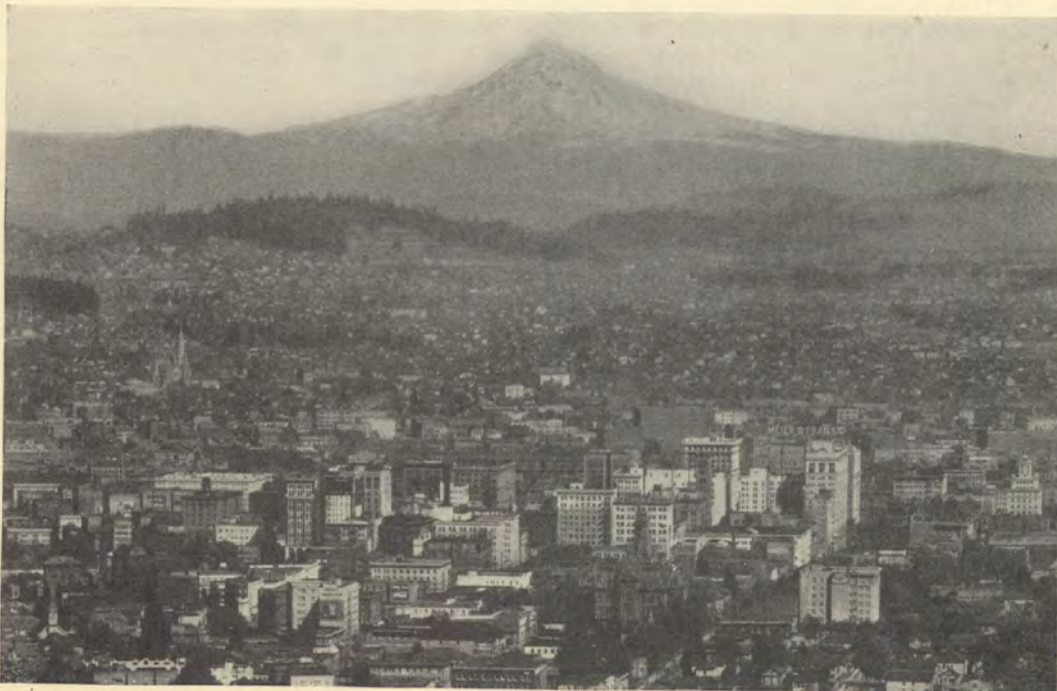
Lake Wales, Florida

## PLANT FOR SALE

Only complete set of Abstract Indexes of Wabash County, Ill. Property of the late B. A. Harvey. Address

LAURA E. HARVEY

Mt. Carmel, Ill.



En Route to 1928 Convention—Portland and Mount Hood

Courtesy Union Pacific Railroad



original documents, constituting the primary evidence, were in existence there would be no reason to institute this action. Even parol proof is admissible for such a purpose. C. C. 2279.

"On this appeal defendants question the sufficiency of the proof offered by plaintiffs, but in our opinion, the evidence, consisting of fragmentary documents, a certified copy of the will, abstracts from the records made before the fire of April 23, 1910, the identity and correctness of which are established by the testimony of reliable witnesses, is ample to sustain the judgment from which the defendants have appealed.

"For these reasons the judgment appealed from is affirmed."

It is understood that these might change the ownership of some valuable lands in the Orange oil field.

The judgment of the District court was dated June 17, 1922, by Judge Thos. F. Porter, Jr., in favor of Sam E. Duhon and co-heirs against Blanche Granger, et als.—"reviving and restoring according to the laws of the state of Louisiana, the original destroyed record, will and judgment probating the same in the succession of Clairville Granger, No. 677 of the Probate Docket of this court."

The succession was opened on October 23, 1890, showing deceased to have died October 21, 1890.

That the last will and testament of deceased was in noncupative form, by public act on September 24, 1887. On October 23, 1890, judgment decreeing the last will and testament of Clairville Granger be probated according to law, and be recorded and letters testamentary be issued to Joseph Velior Duhon and that he be placed in possession of all property of the deceased without bond.

The clause in the will that the plaintiffs are interested in is as follows:

"I give and bequeath to my niece, Madame Elise Duhon, born Benoit, wife of Joseph Velior Duhon, all my belongings, movable and immovables, which I shall possess at my death."

#### THE LATHER OF ADVERTISING.

I hastened into a barber's shop the other day and asked if I could be shaved in five minutes. "Yep!" was the reply. The barber quickly applied the soap. He began lathering and lathering and kept on lathering until I felt sure I would miss my train. Still he kept on plying his soap brush. I was saying to myself, "Why doesn't he quit this process and get busy with his razor?" That would have been my way of shaving myself in a hurry. When he did finally take up his razor, the job was over in a jiffy. And I caught my train.

The incident, for some reason or other, begot this thought in my mind. Lathering is to shaving very much the same thing as advertising is to selling. If you do enough preliminary work

and do it properly, so that groundwork has been thoroughly prepared, then the resistance is very greatly reduced, and it is possible either to shave with less trouble or to sell goods with less trouble. A good many business men are as foolish as I would have been in trying to shave myself in a hurry. They don't use enough advertising before starting to try to get results. They don't apply enough advertising lather.

Is it not so?—B. C. Forbes in "Forbes Magazine."

#### NEW LAND SCHEME.

A few months ago the government of Australia moved to its new capital, Canberra, specially designed by an American architect and landscape gardener for the official home of the Australian Commonwealth.

Canberra is not only beautiful, but is trying out the land doctrines of Henry George. It is abolishing the land speculator. The entire Federal District of more than 900 square miles belongs to the nation. Most of it was "crown land" or as we would term it, "public domain" taken over free of charge. The rest was bought from private owners at its value for the purposes for which it was being utilized. The highest price paid was \$15 per acre.

Not a foot of this land will be sold. It was leased on the basis of five per cent of its value. Auctions have been held disposing of a few blocks by leasehold. In some cases land went at \$400 per front foot or a rental of \$20 per year per front foot. Provisions are made for periodical re-valuation of the land.

In this way, all profit from increase of land values comes to the nation, instead of to the speculator. It is expected that within a relatively short time the government will obtain enough money from the leaseholds to support the entire cost of government buildings. Also the nation will be able by keeping control of the land, to make the growth of the city symmetrical. This practical experiment in the single tax will be watched with world-wide interest.

#### THE MAN WHO QUILTS.

The man who quits has a brain and a hand  
As good as the next; but he lacks the sand  
That would make him stick, with a courage stout,  
To whatever he tackles, and fight it out.

He starts with a rush and a solemn vow  
That he'll soon be showing the others how,  
Then something new strikes his roving eye  
And his task is left for the bye and bye.  
It's up to each man what becomes of him:

He must find in himself the grit and vim  
That brings success; he can get the skill,  
If he brings to the task a steadfast will.

No man is beaten till he gives in;  
Hard luck can't stand for a cheerful grin;  
The man who fails needs a better excuse  
Than the quitter's whining, "What's the use?"

For the man who quits lets his chances slip,  
Just because he's too lazy to keep his grip,  
The man who sticks goes ahead with a shout,  
While the man who quits joins the "down and out."

#### TEACHING THEM TO DRIVE.

##### The Sweetheart.

To learn to drive the auto, dear,  
First put the lever into gear,  
Then push your left foot in like this,  
That's fine. Now teacher gets a kiss.

Now step upon the starter, so;  
That makes the precious engine go,  
Now let your left foot back like this,  
Good. Teacher gets another kiss.

Upon the gas you now must step,  
That fills the engine full of pep.  
That's great! You are a clever miss,  
Here teacher gets another kiss.

Now change to second. Now to high.  
You do that just as good as I.  
Now stop the car right here, and then  
We'll do the lesson once again.

\* \* \*

##### The Wife.

First, see your car is out of gear.  
How? By the gear-shift lever here.  
How can you tell? Why feel it. See?  
The thing is simple as can be.

Now step on that to make it start,  
Great Scott! You'll tear it all apart  
If you don't take your foot off quick  
The second that it gives a kick.

Now throw your clutch. For goodness sake!  
Your clutch! Your clutch! No, not your brake!  
Why? 'Cause I tell you to, that's why.  
There now, you needn't start to cry.

Now pull this lever into low.  
Step on the gas and start off slow. •  
Look out! You almost hit the fence!  
Here let me drive. You've got no sense.



# The American Title Association

## Officers, 1927-1928

### General Organization

**President**  
Walter M. Daly, Portland, Ore.,  
President, Title and Trust Com-  
pany.

**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.,  
Midland 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., Presi-  
dent, 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.

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#### Abstracters Section

Chairman, James S. Johns, Pen-  
dleton, Ore., President, Hart-  
man Abstract Company.

Vice-Chairman, Alvin Moody,  
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Abstract Company.

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

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Chairman, Edwin H. Lindow, De-  
troit, 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, Chi-  
cago, Ill., Vice President, Chi-  
cago Title and Trust Co.

#### Title Examiners Section

Chairman, John F. Scott, St. Paul,  
Minn., 814 Guardian Life Build-  
ing.

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 Con- vention

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Chairman, Portland, Ore.

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

James S. Johns, (Chairman, Ab-  
stracters Section) Pendleton,  
Ore.

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

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

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(The President and Secretary of  
each state association constitute  
the other members of this com-  
mittee.)

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stract and Title Guaranty Co.

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

Lester E. Pfeifer, Philadelphia,  
Pa., Title Officer, Chelton Trust  
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surance Co.

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President, Fidelity Title and  
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veyancing Co.

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Kenneth E. Rice, Chicago, Ill., Vice  
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dent, Central New York Mort-  
gage & Title Co.

E. D. Dodge, Miami, Fla., Man-  
ager, Dade County Abstract,  
Title Insurance and Trust Co.

Stuart O'Melveny, Los Angeles,  
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Title Insurance and Trust Co.

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

Edward F. Dougherty, Omaha,  
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Bank.

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

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Title & Mortgage Guaranty Co.

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ott, Asbury Park, Secretary,  
Monmouth Title and Mtg. Guar-  
anty Co.

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

Connecticut—Carlton H. Stevens,  
New Haven, Secretary, New Ha-  
ven 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.

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Chairman Philadelphia, Title offi-  
cer, Land Title and Trust Co.

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

Virginia—H. Laurie Smith, Rich-  
mond, President, Lawyers Title  
Insurance Corporation.

#### District No. 3:

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St. Petersburg, Secretary, West  
Coast Title Co.

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

South Carolina—Edward P. Hod-  
ges, Attorney, Columbia, Pal-  
metto Building.

Georgia—Harry M. Paschal, At-  
lanta, 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, Chair-  
man, New Orleans, Vice Presi-  
dent, Union Title Guaranty Co.

Alabama—C. C. Adams, Birming-  
ham, Secretary, Alabama Title  
and Trust Co.

Mississippi—F. M. Trussell, Jack-  
son, President, Abstract Title  
and Guaranty Co.

#### District No. 6:

Arkansas—Elmer McClure, Chair-  
man, 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., Kan-  
kakee, President, Kankakee  
County Title and Trust Co.

#### District No. 7:

North Dakota—George B. Vermil-  
ya, Chairman, Towner, Presi-  
dent, McHenry County Abst. Co.

Minnesota—John B. Burke, Attor-  
ney, St. Paul, Guardian Life  
Building.

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

Michigan—George R. Thalman, De-  
troit, Assistant Secretary, Bur-  
ton Abst. & Title Co.

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solidated Abstract Co.

Iowa—Ralph B. Smith, Keokuk.

Nebraska—Verne Hedge, Lincoln.

Wyoming—Chas. Anda, Casper,  
President, Natrona County Ab-  
stract and Loan Co.

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bian Title and Trust Co.

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ver, Vice President, Republic  
Title Guaranty Co.

New Mexico—D. D. Monroe, Clay-  
ton, President, Clayton Abstract  
Co.

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Co.

#### District No. 11:

California—Morgan E. Larue,  
Chairman, Sacramento, Secre-  
tary, Sacramento Abstract and  
Title Co.

Utah—Alex E. Carr, Salt Lake  
City.

Nevada—A. A. Hinman, Las Veg-  
as, President, Title and Trust  
Company of Nevada.

Arizona—J. J. O'Dowd, Tucson,  
President, Tucson Title Insur-  
ance Co.

#### District No. 12:

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

Oregon—R. S. Dart, Bend, Man-  
ager, Deschutes County Abstract  
Co.

Montana—R. H. Johnson, Scobey,  
Vice President, Montana Ab-  
stract Co.

Idaho—Henry Ashcroft, Payette,  
Manager, Payette County Ab-  
stract Co.



## State Associations

### Arkansas Title Association

President, Will Moorman, Augusta.  
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.

### Colorado Title Association

President, Carl Wagner, Fort Morgan.  
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

President, William Beardall, Orlando.  
Fidelity Title & Loan Company.  
Vice-Pres., E. D. Dodge, Miami.  
Dade County Abst. Title Ins. & Trust Co.  
Vice-Pres., O. W. Gilbert, 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. Divi-  
sion) 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.  
Secy.-Treas., Charles E. Lambert, Rockville.  
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.

### Kansas Title Association

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

### Louisiana Title Association

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

### Michigan Title Association

President, Ray Trucks, Baldwin.  
Lake County Abst. Co.  
Vice-Pres., W. J. Abbott, Lapeer.  
Lapeer County Abst. Office.  
Treasurer, Herbert W. Goff, Adrian.  
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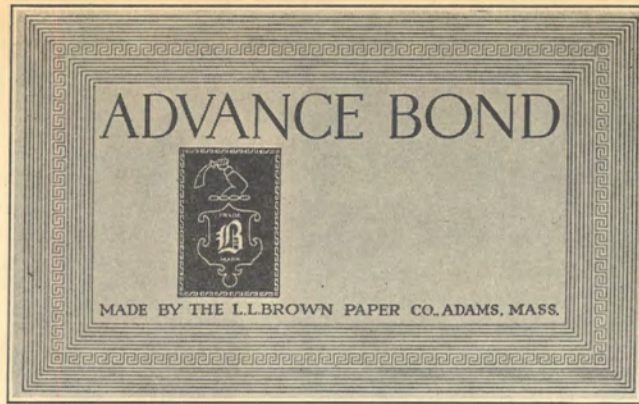
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