Title News

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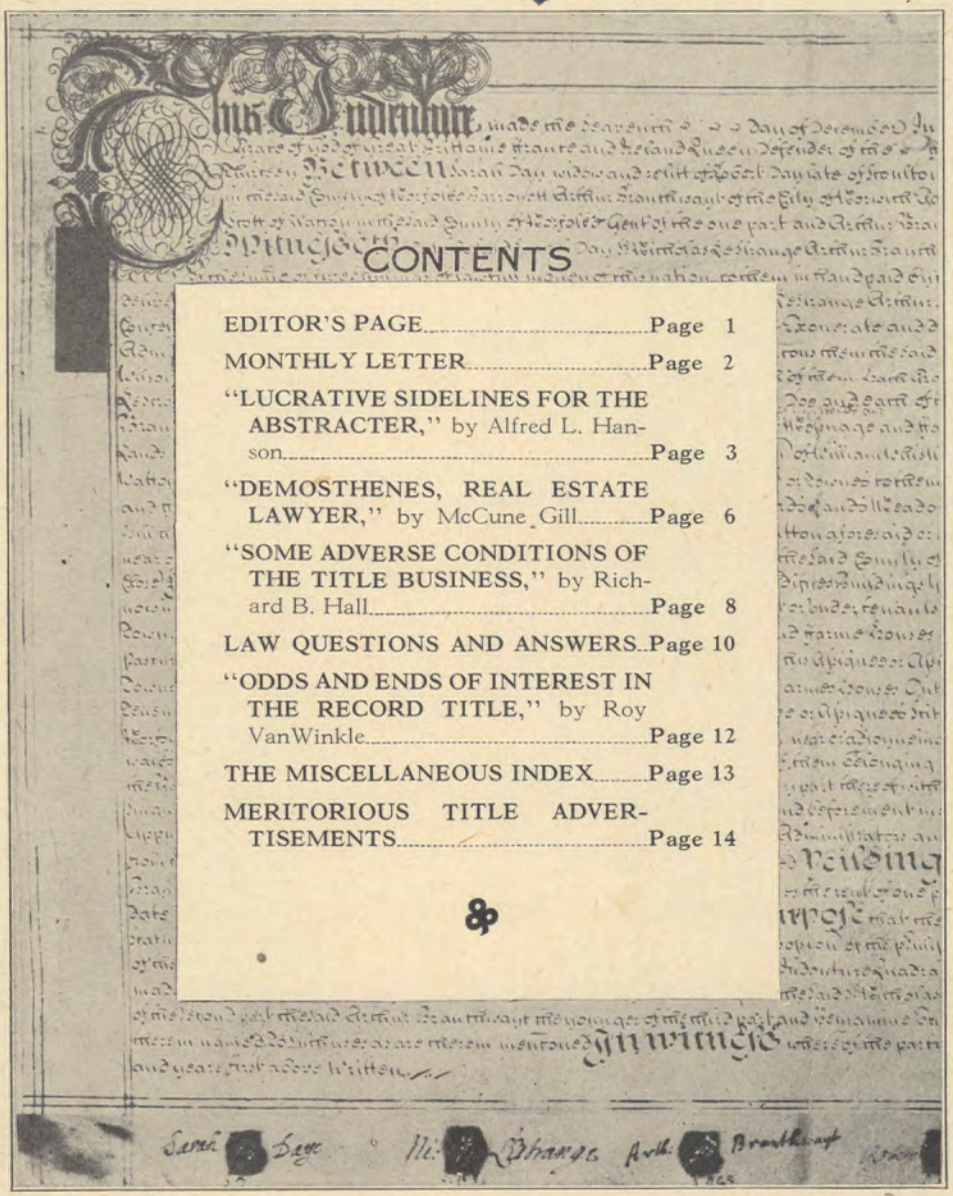

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THE GHOST THAT HAUNTS EVERY DEAL

Uncertainty of Closing

Real Estate Transactions

—more often than from any other reasons, fail of final closing, because of

Title Technicalities and Defects, *or some of parties "backing-out"*

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reduce to a minimum, the elements of chance from these two everyday hazards; provide facilities that assure the Realtor his efforts have not been in vain; make negligible the ever present bugaboos of time, exasperating title and closing details, and protect the interests of buyer, seller and broker.

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The American Title Association

TITLE & TRUST BUILDING
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TITLE NEWS

Issued Monthly by and as the Official Publication of

The American Title Association

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Vol. 7 JULY, 1928 No. 7

THIS issue has some very interesting and valuable articles and information because the things dealt with and presented are practical and to the point. Sometimes we wonder to what extent TITLE NEWS is read. It reaches every member and many extra copies are sent out to those interested and who would be benefited by it. Only matters of actual value and interest appear. Space has to be conserved and made the most of, so everything in it should be read.

Those who continually and thoroughly read it will be benefited in a way and to an extent hard to estimate.

We wonder though at times just how many treat it like other publications—chuck it aside or imagine they do not have time to read it or lay it away to read some future day and in which case of course it is never done.

TITLE NEWS is one of the principle activities, endeavors and profitable things done by the association. The cost of issuing it is the major item of expense. The association can afford to issue it even though it is a costly endeavor, but you cannot afford to not read it.

BY THE time this issue reaches the members, the Seattle Convention will have convened and ended. The advance reservation indicated a large attendance, and certainly an enthusiastic one. Those who were there will of course be repaid many, many times for being present. They will benefit many ways, directly and indirectly.

Those who were not there can eagerly await the August issue of TITLE NEWS which will contain the report of the proceedings.

THE idea of Regional Meetings is not a myth as many states have found out. Oregon was their birth-place and testing ground and the results in that state are too well known to need further comment. Montana staged them on a state-wide basis and the benefits resulting were reported in a recent issue of this magazine.

In the past few weeks, Oklahoma, Iowa, Idaho and Washington have conducted them upon a systematic, thoroughly prepared, state-wide plan and the results are going to change the condition of the abstracter and the status of his business in each of those states. In the states that have not evidenced any interest in them or as yet conducted them, money is being lost everyday as well as things of necessity not being accomplished.

A systematic, result getting scheme for their conduct has been worked out and it is hoped that in the course of the coming year, they will be put over in every state.

Questions and Answers

Question: What's the matter with this titleman?
Answer: He doesn't read TITLE NEWS.

Question: What is the reason this titleman looks so good and has such a nice business?
Answer: He reads his TITLE NEWS.

ALL businesses are on the constant lookout for additional lines and activities they can add to their endeavors so that they will have as many revenue producing sources as possible. Every business including that of the abstracter, can find these other things to incorporate in their activities. Many abstract offices do many more things than just make abstracts. These sidelines are logical things too. Likewise everyone likes to hear of what he can do to make more money.

Al Hanson, one of the prominent abstracters of his state, and supporters of the Nebraska Title Association has prepared an interesting article on this subject. It was given at a recent convention of his state organization and is reprinted so everyone can get the value from the things discussed.

McCUNE GILL can find more interesting things about law, titles, etc., and likewise tells them in an interesting and readable manner. Who would have thought that Demosthenes was a title examiner or title lawyer? Read McCune's article and find out.

ANOTHER of the series of articles about the title business written by the executive secretary appears in this issue. This is the third and there are more to follow. They are intended to show the various prevalent things about the business, its problems, and conditions. Suggestions will also be made for remedying them and the presentations of these facts and findings are to show the titlemen in general what are existing conditions, and explain the things the association intends to do in its program of activities to eradicate and improve them.

ROY HINKLE, attorney of Hailey, Idaho, and once an abstracter, knows some of the little ins and outs of the game. He likewise is interested in the abstracter, his problems, and in the Idaho Title Association. He has written a most interesting article on some things that will sound familiar to all readers.

The American Title Association

OFFICE OF EXECUTIVE SECRETARY
KANSAS CITY, MO.
MIDLAND BUILDING

July 10, 1928

Fellow Titlemen:

In the course of things when the various problems and matters of the abstract business have been discussed, there have been much pro and con about some statutory regulations and legislative prescriptions defining the status and responsibility as well as standing of the abstracter and the abstract business. It cannot be argued or disputed that the abstract business has stood alone in this respect and either defied or escaped such recognition and elevation as have been given other vocations.

The principle reason for this has been the old worn out theory and bogie-man, that would we go before a legislature and ask for measures that would establish and define prestige, responsibility, qualifications and a professional standing for the abstracters, we would be slapped in the face and penalized for wanting to elevate our business, by having adverse measures enacted against us.

Is it not enough to make one think when you stop to consider that we cannot be buried, secure a divorce, get our hair cut, be united in matrimony, have our corns removed, relieved of the toothache, our appendix removed, or in fact get anyone to do hardly anything who is not qualified and authorized to do so, except get an abstract. As it now is and has been for years, it is anybodys business and despite the fact that it is involved with requirements of skill, efficiency, facilities for rendering service and legally defined responsibility, anyone who wants to and can secure a pen and ink or typewriter simply has to open up shop and start to make them. Is this the right situation?

Sincerely yours,

Richard B. Hall

Executive Secretary

Lucrative Sidelines For Abstracters

By Alfred L. Hanson, Fremont, Neb.

At first, when asked if I woud take this subject and present it I was hesitant. In fact I declined, as my first reaction was that he wanted me to discuss such sidelines as real estate, insurance, loans, and the hundred and one lines that are sometimes the fore-runner on letterheads of the legend "abstracts of title," the former being something I do not pretend to know anything about. These businesses when found with abstracts are not always the sidelines, in fact more than likely the abstract business is the sideline. One cannot tell whether the dog is wagging the tail or the tail wagging the dog. Now these various businesses have their place all right in certain communities where there is not enough abstract business to keep a man busy, and it is not for me to say when the abstract business should be combined with some other kind and when not, but I never see such a combination without thinking of the abstracters in a town of about 3,000 inhabitants in Kansas where I once spent six weeks. There were seven abstract companies there, if you would call a one-man outfit a company. As far as I could see only one of these pretended to be an out-and-out abstract company, or at least he was the only one who put his abstract business first and hired a girl to do his typing, and even he dabbled in real estate in a small way as his finances permitted. But of the others, one was an auctioneer, two were straight real estate dealers, one was a real lawyer and another was a one-horse lawyer, who also sold Reo trucks and anything else he could see a nickel in. I do not know why the most of them even tried to do any abstracting as they were not in their offices a third of the time. I suppose all of them working more or less with real estate and seeing great profits being made in abstracts could not bear to see that easy money slipping out of their hands. But the point I want to bring out is that the man who devoted all his time to abstracting in that town or at least most of it, was the man who was the successful abstracter in that place. He had all the business he could attend to, in fact you had to wait on him to get work done. He was in his office or had some one there (not off holding an auction sale or trying to sell somebody some land when you called to have an abstract made) and was recognized as THE title man in that place. I may be subject to contradiction, but I do not think it possible for a good real estate man to be a good abstracter, or for a man to look after his insurance business properly and be a good abstracter, or for an auctioneer to make any kind of an abstracter. Of course, in some communities where the abstract business is light it is necessary that some other line of business be added to make a living, but one or the other of his lines suffers. If he is naturally an abstracter, his other lines suffer, and if he does not care especially about abstracting but is just doing it because nobody else is, needless to say the quality of abstracting suffers. Abstracting is peculiarly absorbing; that is, one cannot sell tractors or cry a sale and at the same time dash off a few entries on an abstract. One almost has to eat, drink and breathe abstracts (if such a thing can be done without sneezing) in order to do abstracting properly.

All this rather lengthy prelude leads up to the statement I want to make that an abstracter must look for his sidelines in his own business. For instance, a farmer can raise corn, oats, wheat, cattle, hogs, sheep, make butter, sell milk, apples and pumpkins and still be a farmer. All the various activities he has are based on the same thing—the raising of produce from the soil. Similarly, a carpenter has a great variety of subjects he can work on, a dwelling, church, school, cupboard, or screen windows, all having to do with the same thing—working with wood. But as soon as a farmer starts taking on a few contracts for buildings in town, or the carpenter tries to run a farm at the same time he is building, one or the other of his businesses is going to suffer. It is the same identically with an abstracter. Or too, in having two or more main interests that are widely divergent in character one's equilibrium or balance is spoiled and a crash may come. Such a man is like the dog in Mack and Moran's "Two Black Crows" that lost its tail, "he has nothing to guide him, nothing to balance him." In other words, in jumping from one business to another, as one would have to, one's attention is never devoted entirely to either subject and no progress would be made in either.

ALFRED L. HANSON.

I am indebted to Mr. Herman Eastland, Jr., of Hillsboro, Texas, for the loan of the manuscript of an address he made before the national association convention in Detroit which Mr. Dougherty very kindly got for me. It was his manuscript, in fact, that changed my ideas as to what sidelines of an abstracter might mean. Some of the things he mentioned I am familiar with, but others were new to me; for instance, abstracts of title on automobiles. I suppose an abstracter would not have to go back any farther than the manufacturer—that is, he would not have to go back to the iron or tin mine (as the case may be) from which the ore was mined. Even so, it seems like it would be very difficult to trace a car's ownership where it is registered in different counties, or even in different states. It would be possible, no doubt, but it seems to me it would be unsatisfactory, although maybe no more risky than real estate titles. Like anything else that is new one should not form prejudices against it until it was thoroughly investigated. This is something that would be right in an abstracter's line.

Speaking of automobiles, another source of revenue could be lists of owners of automobiles in counties, furnished to dealers in automobiles or automobile accessories, or automobile insurance, or the various companies who similarly could use the names of automobile owners. A current list of new licenses should be very valuable to certain people and command a good price. We have not entered this field in our county as the girls in the treasurer's office have got out these lists for some years and feel quite naturally that anyone else is intruding if they make and sell these lists and rather than have their resentment and thereby lose the co-operation such officials and clerks are able to give at times we have paid no attention to it. I believe some of these lists sell for as high as $25, although I do not know how much work it would take to make such a list.

A very valuable adjunct to an abstract business, and one that fits like a glove, is getting out daily, or semi-weekly or weekly bulletins (depending on the volume of filings) of deeds, mortgages, releases, etc., filed in the Register of Deeds office;

chattel mortgages and releases, bills of sale, etc., filed in the County Clerk's office, and judgments and suits filed in the office of the Clerk of the District Court, for the information of real estate men, credit bureaus, wholesale houses, lawyers or anyone else to whom this information would be of value. This is already being done by some abstracters in the state that we know of. In our county we have not been sufficiently alert to the possibilities of such a sideline to get control of the bulletin at the proper time, and it is gotten out now and has been for some years past by one of our lawyer's stenographers who has worked up quite a business on it. She runs it off with a mimeograph and her only investment is the mimeographing machine, which can be used for other work as well. We have been patiently waiting for this young lady to get married, or move to California, or something equally disastrous so we may have a chance to buy her business, although getting married doesn't seem to interfere with girls' business careers as it used to. In fact, they have to work all the harder to support the other half. But the nice part about this bulletin for the abstracter is that it not only directly brings in a little more money but also furnishes a fine means for advertising, something abstracters as a rule are prone to do little of. There are many ways that good licks can be got in, by direct and indirect advertising, in this bulletin, and one needn't hesitate in telling how good an abstracter he is, or the importance of having good abstracting, and maybe if he brags on himself and his work enough he will have to be really good to keep from being a liar. Or it wouldn't hurt to remind one's subscribers continually of the importance of having papers properly drawn to avoid future trouble, or other information that is helpful and this bulletin is a mighty good way to do it.

And speaking of drawing up instruments, this service is one that I think is strictly within the abstracter's province. Some think that only a lawyer should draw up deeds and mortgages and if they were the only ones that drew them it would be all right (although just the other day I ran across a mortgage that contained the wrong description, drawn up by a lawyer), but some people think any blacksmith can draw up a deed and the result is records cluttered up with poorly drawn instruments and corrective affidavits and quiet title actions. I have noticed in our business a steadily increasing activity in drawing up instruments, and one local real estate firm has us draw up all their contracts, deeds and mortgages. Of course, we do not pretend to draw up complicated legal forms or wills unless we have the advice of a competent attorney, but ordinary deeds and mortgages are more a proposition of getting the right description and the right names of the parties to the instrument than they are of legal phrases and legal technique. In any event, an abstracter is surely more qualified to make deeds than a banker, and why a banker should be expected to know anything about drawing instruments is more than I know, except that some people regard their bankers as infallible and possessed of infinite knowledge, and the bankers have probably not been as careful as they might be in informing their customers otherwise. Bankers are coming to do less and less for nothing nowadays and in the particular of drawing instruments this drives a certain amount of it to the abstracters.

Mr. Eastland, in his article heretofore mentioned, spoke of keeping on hand a supply of deed and mortgage blanks for sale. A profit to be made on the transaction, of course. This would probably be a good idea for some towns. We have one printing company in our town that specializes in legal blanks, and in addition to that printing companies in Omaha and Lincoln keep our town pretty well covered and all our people buy direct from one printing house or another. This is a good illustration, however, of the diversity of ways in which an abstract company can be of service to its own particular community in ways peculiar to that community and at the same time get something out of it to help pay for pens and ink.

One of the things in which an abstracter is supreme by virtue of his knowledge of records and plats is in the making of maps and plats. We have on hand at all times blue-print maps of all the towns in the county that we attach to abstracts, they are made that size, and it is surprising the variety of ways these can be used by attorneys, insurance men, real estate companies and others. The main expense connected with them is in making the original map and getting a tracing made on linen tracing cloth. After that the cost of the blue prints is nominal and they are worth a very good price. This, of course, is in reference to maps that are used over and over again, but there are too the single maps to show some particular thing. For instance, some months ago we were asked to make a map showing certain railroad tracks in their relation to streets, for a lawyer who was bringing suit against the railroad company for the death of a crossing watchman. This particular map, by the way, has always been a sore point with me as I had to go down to a wind-swept portion of the railroad yards on one of the coldest mornings I have ever experienced to get some measurements, and worked at top speed all morning and through the noon hour, missing my lunch entirely, into the afternoon to get the map ready for the trial, then wait around half the afternoon until the jury was selected and I could testify as to the accuracy of my map, and then have the case thrown out of court for lack of evidence to support it, and after all that didn't get a cent out of it. The lawyer, or so-called lawyer, was highly indignant when I insisted we ought to have our money. After that I am always more careful for whom I work, and there aren't many like him, which is fortunate. A rather unusual incident occurred recently which also illustrates the map-making business. A strip of land lying in the outskirts of Fremont on the Lincoln Highway, was being investigated by an oil station proprietor as to its ownership so he could enter into negotiations for its lease or purchase. It lay near the railroad right-of-way and was always supposed to belong to the railroad company, but upon the oil man applying to the railroad company for a lease they informed him it did not belong to them. So we were called in to ascertain who was the owner of the tract and found it to be a land company who had bought a large tract years ago, laid out an addition and sold all their holdings except this piece and didn't know they owned it, nor had it ever been taxed, a survey never having been made to ascertain exactly how far the railroad yards went and the supposition always being that the railroad right-of-way went up to the highway when, as a matter of fact, it did not. I mention all this in detail merely to say that an abstracter is the man to do this kind of work by reason of his familiarity with the records and the best way to get at them. On this particular tract we made two maps, once for the oil man looking for a site, and again for the land company that found out inadvertantly that it owned some land they didn't know anything about, and since then there was an automobile accident near there and we have made two maps to show the ownership of the adjoining land (this same land), one map for the plaintiff and one for the defendant. For many years we have made the maps for every paving and sewage district in the city, and during the course of years this has amounted to considerable. This improvement district mapping is something that demands absolute accuracy, but it is nice clean work, and by that I mean one is always sure of getting his pay. Every year there is quite a bit of paving put in, and there are still many streets in the city that are not paved. Then there are industrial companies wanting maps and ownership of land which they want to buy or gain access through, such, for illustration, as our sand and gravel deposits near Fremont. A few days ago a very intelligent man who was leaving Wahoo and moving to Fremont came in the office and wanted to get permission from property owners adjacent to a tract he had bought on which to erect a greenhouse, which under our zoning ordinance, was not possible without such permission, and asked us to get the names of the owners and descriptions of the property adjacent to his proposed greenhouse, in which case a map was the most practicable and graphic way to show what he wanted. One really

ought to know how to draw to make a satisfactory map, but for most ordinary purposes anyone who can hold a pen and a ruler can make a map. The better one can make a map, however, one that is good to look at and intelligible, the more jobs of that sort one gets.

Related to this, but not requiring the actual map-making is assisting map publishers in making up atlases. I understand some abstracters in the state have done work for this same map publishing company for which we are doing some work at the present time. That is looking up the names of owners of farm lands and inserting them on a township map, showing the size and shape of the farms and in what section or sections. Then there are the hundred and one different ways in which an abstracter can help in giving information as varied as the people who ask it. We do not always charge for this information, sometimes it takes so little time that it is of more value for advertising than it would be of we charged for it: more lucrative in fact, inasmuch as we are discussing lucrative sidelines. But most of these items of information are of value to the person asking for them and would take infinitely more time for an inexperienced person to glean from the records what an abstracter can do in perhaps a few minutes or an hour, and I have always maintained that an abstracter should chrge for this service according to the value thereof to the informee, and not necessarily according to the time it takes the abstracter to perform the work.

Mortgage expiration lists is another common way in which we are asked to help. These lists are more in demand at some times than at others, depending on the demand for money from loan companies. If loan companies can place their available money without much effort there is little or no demand for such a list, and if such companies are having difficulty in placing their money there is considerable demand for lists. We have made these lists in two forms; one on cards, one mortgage to a card, and two on sheets of paper, one mortgage after the other. It has been our experience that there is so much difference in each company's requirements that it hardly pays to make up lists ahead, as what will suit one company will not suit another. For instance, one company wants all the mortgages there are on record unreleased, and another will want only mortgages over a certain amount, and so on. We have our mortgages indexed in such a way that we can give one kind about as easily as another, although if loan companies' requirements were uniform it would naturally reduce the cost of them; or else it would increase the abstracter's profits. I am not prepared to say which right now.

There is another thing that is so closely related to pure abstracting that it is sometimes by the uninformed taken for the same thing, and that is the correction of titles. I think most abstracters do correction work more or less, and I have found it very interesting. There is something very satisfying to write all over the country to find some one who can sign an affidavit, for instance, and finally, have some one write you that he can sign it. Just a few days ago we were having difficulty finding some one to sign an affidavit about a woman who apparently dropped off the face of the earth, when we got a letter from Wiscinsin in response to one we wrote, referring us to a man in Fremont who, we found upon questioning him, had all the records and facts at his finger-tips. Of course, it comes to the point sometimes where an abstracter, or anyone else for that matter, cannot correct a title without a court action, in which event an abstracter has gone as far as he can until he has the quiet title proceedings to write up. In this event, the abstracter who is also a lawyer has the chance to handle this phase of the work and has the advantage to this extent. In some places it might be warranted to have an attorney in connection with the abstract who could handle title corrections, quiet title actions, foreclosures, and any action in fact that had to do with real estate. This would not work every place, and I just mention it in passing for what it is worth. It appears to me that a complete title office would be one that could handle every phase of real estate titles, including abstracts, title corrections, real estate law, title insurance, conveyancing.

Mr. Eastland, in his paper, suggests that a business closely allied with the title business and one that could be safely handled with the title business is escrows. We do a little of it but have not pushed it at all, mostly because of lack of time. As Mr. Eastland points out, most of the escrow business done through banks is merely an accommodation to the parties to a contract without remuneration to the bank and the bank naturally cannot be expected to go to any great amount of trouble in looking after the transaction. Here is a field that could be developed it seems to me, although I do not know very much about it and have not had time to investigate it, so do not know if there are any legal restrictions to this business in Nebraska.

Each community has its own problems and opportunities. There are undoubtedly things in some communities that are an important source of revenue that in others are unheard of. For instance, Mr. Eastland speaks of lists of non-resident owners of real estate for realtors and others who might be interested in knowing who owned real estate in one's county and who lived perhaps, in another state. We have no such thing in our county; at least, the non-resident owner class is so small as to be practically nil, and those who are non-residents are in close touch with their land and local conditions; not at all like the non-resident class who buy land in some communities purely for speculation. The abstracter is a vitally important factor in the business life of any community, how important, he himself hardly appreciates. Beyond bare abstracting his importance depends entirely upon himself, how wide-awake he is to grasp opportunities, to see where there is need of his experience and supply it, how diligent he is to improve himself and his methods so he will be known as up-to-date and merit the reputation; how indefatigable he is keeping up the quality of his work, not to be weary in well doing. In developing sidelines an abstracter must do constantly as Mutt and Jeff urge of each other occasionally, "use discretion." The point I want to stress more than anything else is that the better abstracter one is, or the better the abstract office one has, the more he is called upon to do these lucrative sidelines. One thing leads to another. As in every line of endeavor a job well done is just the stepping stone to another larger one. I have purposely said nothing about how much these sidelines should yield in dollars and cents, as conditions vary in different communities. I would not say that the charge should necessarily be "all the traffic will bear," but I do think the value of the service to the person getting the benefit of the abstracter's experience should be considered along with the time taken to do the work. As one of our former county commissioners, an Irishman by the way, used to say on every occasion, sometimes pertinent and sometimes not, "the laborer is worthy of his hire."

DEMOSTHENES, REAL ESTATE LAWYER

By McCune Gill, St. Louis, Mo.

Most of us think of Demosthenes as an old fellow that wandered around ancient Athens, dressed up in a sheet, inflicting political harangues of the most violent sort on anyone who would listen.

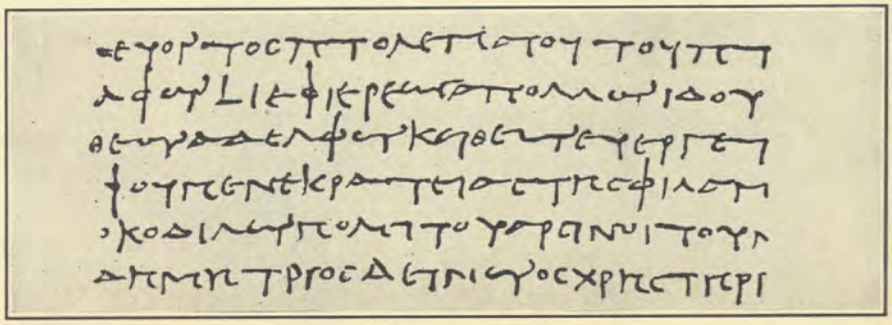
If, however, we look through his published addresses, (there are five volumes of them), we will see that a large proportion are arguments in suits involving the title to land, and the validity of wills, leases and mortgages, and a consideration of such modern subjects as descent, trusts, adoption, and the like.

One of the most interesting and intricate of these suits was the occasion for the so-called Oration against Macartatus, or as we would say, the argument in the case of Eubulides v. Macartatus. It seems that one Hagnias died owning considerable property real and personal, but without widow or issue. Phylomache, daughter of his cousin, was his nearest of kin. She was immediately confronted with a law suit. An alleged will of Hagnias was produced devising his property to certain of his associates. Phylomache managed to defeat the will by proving it to be a forgery. But no sooner had she done this than she found herself the defendant in another suit, in ejectment, brought by Theopompus, a second cousin of the decedent. At the trial, Phylomache was surprised by testimony (probably perjured), tending to show that she was only a relative of the half blood, while Theopompus was of the whole blood. So she lost that suit as half blood collaterals did not inherit in Athens. And then she went to Demosthenes, foremost land lawyer of his day. A rather desperate case, you will say. Not for Demosthenes. He promptly had her son, Eubulides, adopted into the clan of Hagnias, hoping thus to avoid the plea of res adjudicata. And as Theopompus had died leaving Macartatus as his heir, we have the third law suit over the estate of Hagnias, Eubulides against Macartatus, coming to trial, wherein the plaintiff seeks to show that the relationship was really of the whole blood. Let us draw up closely and listen to the argument. It commences in a way quite familiar even to us, who live twenty-three centuries after it was spoken. *"Andres dikastrai,"*—gentlemen of the jury! Then came an explanation of the complicated issues, no easy task, considering that an Athenian jury, or dicast, ("dike," justice), was composed of from fifty to a hundred jurymen. All sorts of authority is quoted, from Solon to the Delphic Oracle. At last we hear the peroration. *"Tou paides"*—this boy—(how many lawyers since have called their clients "this boy"?) *"This boy, men of the jury, is the sacred emblem of supplication produced on behalf of the deceased Hagnias; consider that he, Hagnias, is petitioning you, the jurors, not to allow his house to be desolated by these odious monsters;"* meaning the defendants. *"And I pray you, I beseech you, I implore you, that you give us that verdict which justice and your oaths require."*

The very first public speech delivered by Demosthenes was in his own case against Aphobus. Demosthenes' father, who was also named Demosthenes, died when the future orator was a small boy, and left an estate valued at some fourteen talents of silver. Based upon the present value of the precious metals this would be about $21,000 but was really worth ten times that in its then purchasing power. The elder Demosthenes owned a sword factory, a furniture factory, numerous slaves, and a home worth half a talent or 30 minas, and had 24 minas in Pasion's bank and 6 minas in the bank of Pylades. He left a widow, a daughter, and "Junior," surviving him. In his will be devised his estate to Aphobus, Demophon and Therippides as Trustees until his children should arrive at their majority. When Demosthenes came of age in 366 B. C. it was discovered that the Trustees had appropriated most of the estate. Having received a legal education from Isaeus, himself a prominent property lawyer of Athens, the young Demosthenes was well equipped to sue Aphobus and his co-trustees, which he promptly did. His speech to the jury ended thus: *"For the sake of justice, for ours and our deceased father's sake, save us, have mercy on us, I pray and beseech you! In the name of your wives and your children, in the name of all the blessings you possess, as you hope to enjoy them, do not abandon me; for how can it be righteous, gentlemen of the jury, to refuse me redress or to allow Aphobus to retain his plunder?"*

Having obtained a judgment against Aphobus in the above action, Demosthenes set about collecting it. He levied an execution on a farm supposedly owned by the defendant. He was opposed in this, however, by one Onetor, brother-in-law of Aphobus. Onetor claimed that when Aphobus married Onetor's sister, Onetor had provided her with a large dowry, and, to secure the return of this dowry if Aphobus should ever divorce his wife, had exacted a mortgage on the very farm in question. Onetor pointed out that Aphobus had in fact divorced his sister and that therefore the said farm belonged to Onetor. But this perfect defense was shattered when Demosthenes proved that the whole thing was a plot to defraud him as creditor, and that Aphobus and his wife were still living happily together. And Demosthenes also cleverly pointed out the improbability of Onetor's taking in satisfaction of his debt, a farm with a disputed title, when he could easily have collected in cash from so wealthy a man as Aphobus. It seems that, mentally at least, our hero was indeed *"Demo"* (the people's) *"sthenes"* (strength).

The case of Appolodorus v. Stephanos is interesting to us mainly because it contains a verbatim copy, *"autographei,"* of the will, *"diatheke,"* of Pasion. (In passing, it may be remarked, that when we read Greek legal documents we are struck with the fact that, while many scientific words in English are derived from Greek, practically all our legal terms are from Latin, making the Greek law words sound quite strange to us.) The will (dated about 350 B. C.) reads as follows: *"This is the will of Pasion of Acharnae. I give my wife Archippe in marriage to Phormio. I give to Archippe for her dowry the talent charged on land in Peparethus, the talent charged on land in Attica, my dwelling house of the value of 100 minas, and all the slaves and jewelry in my house. All these things I devise to Archippe."* The will was duly signed, sealed and published and proven by the testimony of the witnesses. It seems that the Hellenes knew all about wills, they could even devise their wives.



Part of Ancient Greek Will

The oration against Callicles was written by Demosthenes for the son of Tisias, defendant in a suit over the stopping up of a drain, between two mountain farms, or *"xeros,"* near Athens. It was necessary, in ancient Greece, for the parties to a law suit to make their own pleas, (in theory, at least), and so some of these orations are worded as though they were being delivered by the parties themselves, instead of by their counsel. This particular speech begins in this entertaining fashion: *"Men of Athens, there is, I am sure, no greater nuisance than a bad and covetous neighbor, such as Callicles has been to my father and to me."* The law of implied easements for draining surface water is then quite learnedly discussed. But in this case as in some of the others, we are left to guess what the verdict was.

In the case of Pantaenetus a leasehold title to one of the silver mines of Laurium (about 75 miles south of Athens), was involved. Greece, like most of the other Mediterranean nations, considered minerals as the property of the state, and the mines were leased to individuals on a royalty basis, (just as Mexico is trying to do now with her oil wells). In the present case the owner of one of the leases conveyed the same by absolute deed, which was intended as a mortgage. This method was used to avoid the expense and delay of a foreclosure in court. (How modern that sounds!) The form of the petition is preserved. It reads *"Nicobolus has done me damage in that"*—here follows the allegations and prayer. A special plea of release and satisfaction was interposed. This "sound rule of practice," we are told, "was established ages before" the fourth century preceding the Christian era.

In one of the suits with which Demosthenes was connected, his defense was the statute of limitations, which defense seems to have been amply justified as the suit was not brought until twenty years after the date of the contract, although the statutory bar was five years. After explaining to the jury the necessity for such statutes because of the death and inaccessibility of witnesses and the destruction of evidence, our counsel begs them to preserve the defendant *"as justice requires and as, by Zeus and all the Gods, he deserves. Pour out the water."* This last sentence about pouring out the water, may need a little explanation. As the Greeks had no mechanical clocks, they timed their lawyers with a klepsydra or glass water jar, from which the water escaped through a small outlet; (*"kleps"* steals, *"hydra"* water). When the jar was empty the oration stopped. In this case, Demosthenes finished before the allotted time, and hence did not need the rest of the water.

Is it not true that these old cases of Demosthenes, Real Estate Lawyer, cast an interesting historical side light on our present-day Property Law?

MAYBE TOO MUCH UNIFORMITY

We all hear every day more and more cries for uniformity. Industry and business of all kinds have been quick to grasp its benefits where practical and possible. The Bar Association has been flooded with agitation and attempts at uniformity in laws. Maybe they have had too much uniformity, or maybe it's a case of differences of opinion, something which sometimes seems to be evident when you get two or more lawyers together. Anyhow, the Wyoming Legislature came in for a little scoring recently in the 1927 Report of the Committee on Legislation and Law Reform of the Wyoming State Bar Association. The report states:

"We view with alarm:

"1st. The fact that the 1927 Legislature did not pass the uniform sales act.

"2nd. The fact that the 1927 Legislature did not pass the uniform fraudulent conveyance act.

"3rd. The fact that the 1927 Legislature did not pass the uniform stock transfer act.

"4th. The fact that the 1927 Legislature did not pass the uniform illegitimacy act.

"5th. The fact that the 1927 Legislature did not pass the uniform fiduciary act.

"6th. That many members of the Bar who graced the Legislative halls in 1927 devoted their learning and ability in providing for a state bird. Chapter 8, Session Laws of 1927, page 8, provides:

'An American icteroid (bird, genus sturnella), the bird commonly known as a meadow lark, is hereby declared to be, and made the State Bird of the State of Wyoming.'

"The same statesmen were likewise much more interested in stills, wild horses, fish hatcheries, maps for school districts, historical landmarks and memorials than they were in the uniform fraudulent conveyance act, or the uniform stock transfer act or the fiduciary or illegitimacy act. Most of these statesmen are not, and never have been members of this Association, and of course were not familiar with the discussions and deliberations of the Association in regard to the acts just mentioned. They did not feel that they could devote the necessary time to a careful reading of the suggested bills and a sufficient mastery of their provisions to the end that they might intelligently discuss them. It was unnecessary of course that they spend any time in preparing to discuss the still bill, and they had at their tongue's end orations in praise of the sweet song of the meadow lark. If these gentlemen, who admittedly were not familiar with, and had given no time to the study of the bills proposed by the Association, had remained content with their activities in connection with meadow larks, wild horses and historical landmarks, all might have been well, but in a number of instances when the bills of the Association above referred to came up, these gentlemen proceeded to indulge in attacks against them."

The plain spoken vigor of this committee consisting as it did of leading lawyers of a state may serve to remind more effete communities that very similar legislative sessions have been held at home.

RECKLESS AND IGNORANT NOTARIES

One of the discussions that has arisen in many title meetings has been that of some real regulations for granting notary public commissions, and some restrictions upon the recklessness in permitting anyone to act in such a capacity. It seems that titlemen are not the only ones who know this is an added power to fraud, recklessness and a general feeling of a lot who have commissions and the name that "don't know what it's all about."

In the March issue of the Illinois Law Review, Dr. Wigmore urges forcibly the restoration of the notary public to the position of respect which his office merits. Pointing out the fact that a notary, by taking an acknowledgment when he does not in fact know personally the persons acknowledging, can and sometimes does make possible the forgery of muniments of title, he recommends the following measures of reform: "(1) Bar associations should send a questionnaire to every notary in their jurisdictions, requesting them to state how many times in the past year they have certified acknowledgments, and in what proportion of those times they have positively known the identity of the parties acknowledging. (2) Bar association committees on professional ethics should send a formal resolution to every notary; (a) stating the requirement of law; (b) formulating some simple rule of thumb for guiding the notary as to the meaning of 'personal knowledge.' (3) Bar associations should notify all law printers to revise their forms for acknowledgment so as to print the certificate in full and in large type, and to place in capitals the clause 'KNOWN TO ME TO BE THE PERSON,' etc." In the main, as Dr. Wigmore points out, the laxity of notaries is due to mere carelessness, and a reminder such as he suggests will suffice. But there have been cases of actual fraud, and to prevent these a fourth suggestion may be added that the bar associations memorialize each governor on his inauguration requesting that he require proper credentials of character and standing of every applicant for a notary's commission. It may be convenient but it certainly is not necessary that every real estate office clerk should be invested with powers so capable of abuse as those of a notary public.

SOME ADVERSE CONDITIONS OF THE TITLE BUSINESS

By Richard B. Hall, Executive Secretary

No business travels upon a path of roses. Everybody and everything has adversities and certain things that are not satisfactory. The title business cannot be the one exception in this any more than it can in other seemingly fundamentals. The only difference with the title industry from most others is that it has failed to definitely analyze the situation and undertake to eliminate them as far as possible, at least improve the unsatisfactory elements connected with its well being.

There are certain very basic influences that work against it from the very start, just the same as other businesses have to contend with certain things. These particularly affect the abstracter, at least the rank and file of them and practically all title offices except possibly those in the larger places. Now and then one will find an individual abstracter who has conquered them, or maybe the few abstracters in a place have used their senses and gotten together instead of cutting each others throats and letting these things stand in their way:

The title companies in the cities, whether the larger abstract companies or title insurance offices, do not feel the oppression of these certain things so much. They are in an atmosphere of better chances so we will particularly deal with these as they effect the smaller fellow—the great majority of those in the business, and those under Jim John's classification of "Simon Pure" abstracters.

Granting everything else and all other things are fine, the abstracter is confronted at the very out-set with the following:

First: The available volume of business is limited, and the abstracter cannot, through any effort or means of his own, increase it or make more.

Second: No one ever uses the services of a titleman, or abstracter, until it is absolutely necessary and he is needed.

Third: Expense involved in title work is begrudged because people are unacquainted with it, they cannot see its necessity, and they would gladly dispense with it entirely and wonder why they cannot sell their property without such "red tape."

Let us consider these three major problems and circumstances thoroughly and separately, and then deal with more general matters.

Abstracters Cannot Stimulate Volume.

The available volume of title business in a community is absolutely limited and depends upon general business conditions. The abstracters have nothing at all to do with the amount, or increasing it. There are just as many title orders as there are real estate transactions using them. Fads, fancies, seasons, styles make no difference in abstract orders, and the abstracter cannot have any kind of a sale or selling campaign to help out in pressing times or effort to increase volume.

Another very apparent thing is that there are too many in the business. The more there are in it in a community, the less for each. Each one will get just as many orders as he attracts. It is actually ridiculous to hope that four or five abstracters can make a living, much less make any money, even make a decent day wage, and certainly not keep up a plant and set of books in communities where the entire volume will not average more than a few hundred dollars a month.

It is rather startling to find so many abstracters in the average county seat town and community. There are many places showing from two to eight abstracters where the population of the entire county will not exceed from twenty to fifty thousand, and the available volume of business will not run more than from five to fifteen hundred dollars a month. No wonder most abstracters have to sell real estate, make loans, broker insurance and otherwise compete with the class of clients who would ordinarily be their best customers, as well as sometimes have to be the village undertaker, wind-mill repairman and prairie dog poisoner on the side in order to make a living and earn enough money to pay the overhead of their abstract office.

The smaller the place, the more abstracters. The larger the city, the fewer number and this is proof of the fact that the title business has its limitations and it is costly to keep one going. Consolidations and merger are the order of the day in all lines of business but ours and it is beginning to be so there, as well as there being much evidence of the survival of the fittest. One reads daily of more and more news and reports of consolidations and uniting of efforts in all other lines. At a recent banker's convention it was emphatically stated there were too many banks, and that was one of the reasons for so many failures. If this is the case with industries and business having great sales and increased possibilities for the marketing of their products and endeavors, how about one that has such a limited field as title work?

There is only one thing that helps the abstracters in a place where there is a number of them all trying to eke out an existence—and that is a boom of some kind. It is a rare occasion when a city booms now days. Once in awhile some city will find itself favored by some circumstance or sudden turn and there will be a great volume. In rural communities there are less chances. About all are in the West where the country is still developing and unless there is that magic yet only a short lived event—the striking of oil or some other mineral development—there is not much chance. Then usually some wild catter sets up shop and helps skim the cream.

Not Used Until Needed.

In the second case, the titleman is the victim of circumstances. Like the undertaker, no one ever uses the abstracter until they just absolutely have to have him, and then it is generally the day after they need his services. Who has their abstract brought to date or a new one made just for fun, or to have it, to see what it looks like or anything else?

People will wait until the very last minute to the point where they just have to have the abstracter's services and then rush frantically in and beg for quick service. As remarked in the preceding article, they can get only so far in any real estate transaction, just the preliminary stages and then mark time until the title man has done his work. Deals and loans will be negotiated, papers all signed, other expense incurred, but all the time the abstract may be left lying on some desk or unordered until the very last minute, because they might get by without it, or else something might happen and they would not want to have any title expense charged up.

Every job is therefore a rush one. The variety and thrill of a lifetime in the abstracters life is the now and then "take your time" order or the one that need not be finished until tomorrow.

But the abstracter must be prepared to meet this situation and conduct his business accordingly. Every rush has its peak loads, its rush hours and seasons, and we are getting to be more and more every day, a nation of rush business. It used to be that the abstracter did not dare complete a job too soon or make it appear easy, at least thought he did not because someone would think he had not earned his money. It is different now, it simply means that he must furnish quick, dependable service and to do so must be prepared in every way and maintain the equipment necessary to render it. These are just some of the many increased demands and hard requirements that have been heaped upon the abstracter in the evolution of business, and which load he is hardly able to

carry—in fact it is breaking many in the business, because they still charge what they did thirty years ago.

Third is a Psychological Obstacle.

The third basic and ever present handicap is another in which the abstracter and every titleman is made a victim of circumstances and one which he is in no way to blame. It is simply a mental hazard—made by the customer.

People begrudge title charges. There are several reasons for this. It is easy and inexpensive to dispose or use for collateral, personal property. Those things can be wrapped up, seen, felt, used, carted around, traded at will, and handled easily. Why then is there delay, procedure and expense in real estate handling? So great is this wonderment, that people chafe and fret and try to make the buying, selling or hypothicating of real estate as easy as personal property, and think someone should rush to the legislature and get some kind of a cure-all act passed that will make it possible.

Likewise people have no understanding of the value or necessity of competent title work. Few people ever have the experience of a real estate deal more than once or twice in a life time. Every titleman knows that there are not as many people who know what an abstract is as those who never heard of it. I can well remember that when I was a kid and people asked me what my dad did and I said he was an abstracter, nearly everyone asked what that was. That same ignorance exists today and every abstracter finds it necessary almost daily to explain to someone what an abstract and an abstracter are.

People as a rule do not object to paying for things they understand about, and can appreciate the value of, but because they see an item of expense of abstracts, they wonder what kind of an unnecessary nuisance that is.

Another reason for this is the constant repetition. Everyone knows that anytime there is a real estate transaction and an abstract involved, it means an attorney's examination, a different opinion in addition to the any number before, and an outlay of expense to make things satisfactory.

But there is a bigger reason than any of these for the begrudging of the abstracter's bill. It is purely psychological. The seller pays the bill for making a good title to the satisfaction of the buyer. He would gladly dispense with any expense and just give the purchaser a deed or tell him to take possession. This is because the present owner has either lost or made money on the deal and any expense he finds incurred in the deal is either more from his already sustained loss, or less from his apparent profit.

Proof of this is found in the two following facts. First, the buyer has to have the title examined and pay that bill. He usually pays a much greater bill for the examination fee than the seller for the abstract charge, and yet is in a better frame of mind because he is safe-guarding himself and being sure. Second: Note the difference of attitude toward your charges in the case of a loan and that of a sale. When a man is borrowing money, has to have it, and needs it quick, he conveys the idea to the abstracter that he thinks the abstracter is one of the best fellows in the world, his services needed and valuable, and just get it out, the bill will be all right.

Other Things.

There are many others, and in some of them the abstracter has no one to blame but himself. The abstracter has been meek. He has let his customers bluff and abuse him until he finds himself actually trodden upon. He has also been carrying such a load and been dictated to and imposed upon so much that he has acquired an inferiority complex. He also shows signs of having a very bad thing for anyone to have—feeling sorry for himself and in a rut because of his lot.

It is about time he shook those things off, and there are signs that he is going to and is being led into a promised land for abstracters.

In the first place the abstract business is a cheap business. No one knows any logical or sound reason for present day abstract charges. They are usually what the customer makes the abstracter think is all he will pay. Abstract prices have not increased one penny in most places in the past five or ten years. They have not raised one cent in many in the past thirty years and then the abstracter wonders why he cannot make any money.

Coupled with this poor pay proposition is the worse one of the cut troat practices and giving of commissions. Abstracters have never yet learned that the basis of all sound competition, at least that of an existence is in service and not in the giving of commissions or the making of any kind of a price. The abstract business is about the same as any second hand Jew clothing store—there "ain't no set price—it's just what you'll give me or what I will have to take to keep my competitor from getting the job."

One reason for this is that it seems everyone thinks he can go into the abstract business and make those things—it's just putting a few things down on a piece of paper and it takes no brains or equipment. County officials seem to think that a few years tenure of office in a court house makes them abstracters. Lawyers, real estate men, country bankers and many others think they can do a little abstracting on the side.

In other cases some one will start up in business, and because most abstract offices have regular and satisfied clients, the newcomer will bid for business and try to get it by cutting prices or giving discounts. It's the only way he can. In others it's just a habit to have these practices, and those doing it never stop to realize that the securing of business by cut throat or rebate giving methods is a public confession of yours being an inferior product, or that you have not the efficiency or personality to get business by merit.

Another problem is the "wildcatter" who rides on every boom. Let oil be discovered or there be a boom and a hoard of people start in the abstract business to skim the cream and get something while the getting is good. They usually leave the place older and sadder for the experience of wasted effort and bills to pay. They will thumb through the records, "specialize" in continuations, or borrow legitimate abstracts and copy them to fill orders. Florida was the World's greatest example of this and the state is today dotted with many a monument of wasted energy and money lost by the mushroom abstract companies who were all going to make a fortune.

This brings to mind the sad but true realization that for some reason or other these inferior abstracts circulate around and are depended upon. It seems that any lawyer, real estate man, banker, loan company, or individual will just take any abstract that is offered to him. They have not choice or requirement. They will require other things, and look carefully into many details so as to secure dependable services and safe guards, but not so when it comes to an abstract.

There are two other everyday conditions that work against the abstracter and his business. One is the practice many real estate and loan men have of blaming the title charges for the exhorbitant expense of the deal. When the settlement comes and the seller or borrower is paid his proceeds and given his bill of expense, if he howls and complains, the real estate man or agent or loan broker will call attention to the title charges and blame that item for making it so high. The abstracter would never dare call attention to the several hundred dollars, the usual five per cent real estate commission amounts to, or to the amount of the loan commission, because the loan and real estate men are his office friends. Likewise they should not blame the abstracter for anything because his charges are niggardly in comparison to the service rendered, and after all, who helps the real estate man, loan broker, lawyer, banker and others any more than the titleman?

The last thing I wish to present as a hindrance to the title business is the idea that people have of considering all their title trouble as being caused by the abstracter. Let an attorney raise a lot of objections, let a title be picked to pieces and branded as no good and who gets the blame. Is it the examiner who raises the devil with it, is it because some one took a short cut and cheap route some time and had his papers drawn by someone incompetent to do it or even performed

the operation himself and messed it up? No, the abstracter is blamed for the whole thing because he didn't show a good title. And he usually sticks his tail between his legs and takes the blame without a word of defense.

It has been the purpose of this article to call your attention to certain existing conditions and problems and present them to view. Many of them are not our own fault. Others are. Everyone of them can be overcome and minimized. They will be when the abstracters take things in hand, get off the tread mill and realize that a hen is the only thing that can set around and make anything. They are going to be given the opportunity of remedying them and this will be through the activities of the state and national title associations. Everyone will have to do his part.

The next article will deal with some reasons why the title business drags and will show the things that are solely internal and within the power of those in the business to eradicate.

LAW QUESTIONS AND THE COURTS' ANSWERS

Compiled from Recent Court Decisions by

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Can a testator give all of his estate to charity?

He can in most states; but in others only a certain portion; thus a devise of all for masses and cemetery lot upkeep affects only half in New York. In re Beck's Estate, 225 N. Y. S. 187.

Is a public road easement a breach of warranty?

Held not in Washington if road was in use before sale; but is if grantor established road between date of contract and deed. Shaw v. Morrison, 260 Pac. 666.

Does lack of return affect the service of process?

Not if the summons was actually served, Cranston v. Stanfield, 261 Pac. 52 (Oregon), Burleigh v. Wong, 139 Atl. 18 (New Hampshire).

Is title on husband and wife affected by fact that entire price was paid by husband?

No, because the placing of the title in both names is considered as an indefeasible gift from husband to wife as to her share. Christensen v. Christensen, 158 N. E. 706 (Illinois).

Which is superior, a vendor's lien or a mechanic's lien against the purchaser?

The vendor's lien. McQuerry v. Glenn, 1 S. W. 339 (Texas).

Must lot owner who excavates protect his neighbor's building?

Not if he notifies neighbor; and ordinance compelling protection is unconstitutional. Young v. Mall, 215 N. W. 840 (Minnesota).

Must grantee sign deed to be bound by restrictive convenants?

No; he is bound even though he does not sign. Peebles v. Perkins, 140 S. E. 360 (Georgia).

Is unindexed mortgage constructive notice to subsequent purchasers?

Held that it is notice in Virginia. Jones v. Folks, 140 S. E. 126.

Do remainders accelerate if widow renounces a life estate?

They do if they are vested; and the remaindermen are entitled to the property at once. In re McIlhattan's will, 216 N. W. 130 (Wisconsin).

Is title defective because the purchase price at a previous partition sale was not paid?

Title held good in hands of subsequent purchaser without notice. Federal v. Tuma, 216 N. W. 186 (Nebraska).

Does cancellation of insurance bind a mortgagee under his Loss Payable Clause?

It does unless the clause expressly provides that the mortgagee is not bound by the acts of the mortgagor. Halpern v. National, 216 N. W. 209 (North Dakota).

Does an adopted child take remainder given to his foster parent's "children"?

Held not in Michigan. Russell v. Muroon, 216 N. W. 428 (Michigan).

Can heir of dowress elect to take fee?

No; when dowress dies, her right to elect is extinguished, even the statutory period for election has not elapsed. Braidwood v. Charles, 159 N. E. 38 (Illinois).

How can perfect title be obtained when remainders are contingent?

Only by proceeding under statutes providing for court order to sell and re-invest the proceeds. Spring v. Hollander, 159 N. E. 48 (Massachusetts).

Can will be probated four years after testator died?

The statutes of some States (as Ohio, Kansas, Missouri) prohibit probate, after a certain time, or forfeit devise, under certain conditions. Barrow v. McCann, 159 N. E. 104 (Ohio).

Is a devise diminished by advancements by the deceased to the devisee?

No; advancements apply only when there is no will. Rodgers v. Reinking, 217 N. W. 441 (Iowa).

Can a blank in a deed be filled after grantor's death?

No; even in those states where an agency to fill in is held to exist, such agency will terminate at the principal's death. Stolting v. Stolting, 217 N. W. 390 (South Dakota).

Is Probate Court's final settlement of estate really final?

No; the administration can be reopened if pending suits were disregarded. State ex rel v. Stolte, 1 S. W. 2nd 209 (Missouri).

How can evidence of oral sale be placed on record?

By obtaining decree in suit to quiet title. Mueller v. Sperle, 261 Pac. 136 (Oklahoma).

Can agreement to execute lease be specifically enforced?

It can; and even though date of commencement of lease (of unfinished building) is not stated. Ginsberg v. Oltarsh, 224 N. Y. S. 622 (New York).

Is tax title good if wrong person is listed as owner?

No, title is void. Begley v. Boreing, 299 S. W. 551 (Kentucky).

Can creditors levy on interest of beneficiaries in spendthrift trust?

Not where beneficiaries get income only at discretion of trustees (unless statute provides otherwise). Foley v. Hastings, 139 Atl. 305 (Connecticut).

Is title merchantable if buildings encroach on street?

No; even though ordinance gave certain permission to encroach. Isserman v. Welt, 139 Atl. 237 (New Jersey).

Can purchase price be reduced for deficiency in acreage?

Not where sold as a tract without guaranty of acreage. Smith v. Hall, 140 S. E. 431 (Georgia).

Is holographic will good if parts are written at different times?

Yes, it is good. Sucession of Guirand, 114 So. 489 (Louisiana).

Does residuary devise to "my legal heirs" include the widow?

Held that it does. Ames v. Conry, 158 N. E. 643 (Indiana).

Does devise of "all property" revoke a prior specific devise?

No; the general devise is construed as residuary only. Cox v. Hale, 114 So. 465 (Oklahoma).

Is warrantor of "71 acres more or less" liable if there are only 53 acres?

Held not liable. Gilbertson v. Clark, 1 S. W. 2nd 823 (Arkansas).

Is corporation mortgage good without resolution of stockholders?

Held good if authorized by directors. Sanderson v. Canal Co., 263 Pac. 32 (Idaho).

Is perpetual trust for Masonic Lodge good?

Good, as it is a charity; even though funds are to be used for current expenses. In re Wirt, 263 Pac. 271 (California).

Which lot loses when there is a deficiency in ground in a subdivision?

They all lose in proportion to the frontage. Cook v. Lowe, 263 Pac. 485 (Utah).

Does possession of street by individual bar the city?

Usually not; but city may be estopped if street was never used and was assessed for taxes. Dabney v. Portland, 263 Pac. 386 (Oregon).

Is title unmerchantable if derived through power in will?

Held merchantable, without obtaining deeds from beneficiaries, where trustee had full power to sell, and will contest period had elapsed without contest. Ahrens v. Crossley, 263 Pac. 455 (Oklahoma).

Does power to sell give power to dedicate?

No; not even where dedication (of park) was for purpose of encouraging sales of lots. Smith v. Kuttawa, 1 S. W. 2nd 979 (Kentucky).

Is fraud in deed a defense against subsequent innocent mortgagee?

It is if grantors intended to sign a building contract and not a deed, their signature being obtained by trickery. Zaharck v. Gorczyca, 159 N. E. 691 (Indiana).

Can divorce court dispose of nonresident's property in another state?

Not where service was by publication only. Mathews v. Mathews, 159 N. E. 713 (New York).

Does ownership by one person of all the stock of a corporation give him title to corporation's land?

No, the stock is still personal property. Sun v. Bank, 262 Pac. 1039 (Montana).

Can will of nonresident be valid in state where land lies although void in state of domicile?

Yes; it will be valid unless devisees are estopped to take because of their actions in the other state. McGinniss v. Chambers, 1 S. W. 2nd 1015 (Tennessee).

New home of North Jersey Title Insurance Co., Hackensack, N. J. The entire building is occupied by the company. It was especially designed to give every convenience and facility for the conduct of a title business and is in addition a beautiful structure. The executive offices are on the first floor, closing rooms on second, and title plant on third.

ODDS AND ENDS OF INTEREST IN THE RECORD TITLE

By Roy Van Winkle, Attorney, Hailey, Idaho

It is the unexpected evidence of title that are of greatest interest to the careful and experienced abstracter, and many of the present day abstracters who enjoy working from an up-to-date plant which they have purchased from a predecessor are enabled to do excellent work without a realization of the hardships their precedessors went through to get that plant to its present state of efficiency, and, no doubt there are many here today that have pioneered in the building of abstract plants after tiresome years of working direct from the county records, who realize what I mean when I say that it is the unexpected evidences of title that are of greatest interest to the experienced and careful abstracter.

The old boys who were called upon to build abstract plants based on their years of experiences in locating the unexpected in the county records, were the ones who knew how to lay out a plant that was safe to work from and that wolud accommodate every possible recorded evidence of title so that it could be safely indexed and then turned over to the less experienced clerical help in the office to assemble the instruments.

Among the things that they watch most carefully are the blind transfers, that is the deed, mortgage, or other instrument that carries with it no legal description that can be entered in the tract index. These instruments have to be located and then entered in a miscellaneous or "catchall" index, direct and inverse as to each party whose name appears in the instrument, followed by a short description of the nature and purpose of the instrument, so that after completing your search on the tract index you can then take the names of the various grantors and grantees and run them through this miscellaneous index carefully, and if it is properly prepared you will be surprised at all the historical data it will produce, and all the lights it will throw on the title under examination.

It is a wrong impression to hold that these miscellaneous instruments that you can not enter on the tract index are usually of small importance, for often an instrument that carries no description that can be entered in the tract index is one of the most perfect transfers that could be drawn. To illustrate this I want to call your attention to a condition that existed in a Montana County for years before it was discovered.

It had been the practice of those compiling abstracts from the county records to show a patent to the Northern Pacific Railroad Company, and then a deed from the Railway Company to the individual for all railroad land. In that state the Northern Pacific was granted by the United States every odd section along their right of way, and this was called the "railroad land." It may seem queer to us today, but in those days the fact that the land was patented to the Northern Pacific Railroad Company and then sold by the Northern Pacific Railway Company did not attract the attention of the abstracter or the title examiner—it was passed on examination of such an abstract without question, but the fact was that there was on record in every county that the railroad passed through one of the most complete deeds that it has ever been my pleasure to study, and it did not have one acre of land described in it so that it could be indexed on a tract index. The deed was from the old Northern Pacific Railroad Company, to the Northern Pacific Railway Company, and occupied as I recall it eighty-two pages on the county records, and yet had never been located or included in an abstract; receivers, commissioners, corporations, and individuals were parties grantor in this deed, and it was a work of art, but imagine the position it placed the little abstracter in. The ordinary abstract showing the patent to the Northern Pacific Railroad Company, then jumping the gap between that any the Railway Company and showing a deed from the Railway Company to the individual used to cost $7.00. ($5.00 for the certificate and $1.00 for each entry) and I think the first attempt we made at abstracting this 82 page instrument we boiled it down to twelve pages, got frightened and quit, but this made the abstract that had always cost $7.00 cost about $19.00, and clients howled at this "outrage" and their attorneys took up the howl for them until we had to go at it again and boil it down some more, and I think we finally got disguested and crammed it into two pages and then stood pat and made them take it.

In abstracting the lands in eastern Oregon owned by what we called the old Miller & Lux people we found that on the tract index the title appeared to be lost in them, but by careful work we located deeds similar to the one mentioned which did not describe one acre of land so that it could be indexed on the tract index, but which were, nevertheless works of art as transfers. One of these deeds carried $1,618.00 in Internal Revenue Stamps, recited in one deed a consideration of $2,500,000.00, and a mortgage for $300,000.00 so you can imagine that it covered an immense acreage, but without a miscellaneous index in the plant these unexpected transfers are lost and the abstracter tied up, although he is working on one of the most complete chains of title ever exhibited on the record.

Another thing that this miscellaneous index brings to light is the careless practice of attorneys and others who draw affidavits to the effect that at the time John Doe executed that certain deed recorded in Book 4 at page 9 of the records of such and such a county, he was a single man, widower or bachelor, as the case might have been, but does not set forth the description of the land and therefore cannot be put on the tract index, and after its first use it is lost to the title. The next time a new abstract is made on this land another such affidavit is drawn, recorded, used, and again lost to the record, and in one instance in remodeling an abstract plant in Oregon the miscellaneous index when completed, showed five such affidavits on the same piece of land and all reciting the same facts, but so clearly showing the inability of the abstracter to locate them in the records. Abstracters still face this condition today, and even draw such affidavits themselves, but it should be avoided.

Another thing that brings up an unexpected condition in the record title is the mortgage drawn to John Doe, Trustee. Possibly it is then satisfied on the margin of the record by John Doe, Trustee, but what does the abstracter know about it? Is the mortgage satisfied or not? If you keep your old miscellaneous index up in proper shape you will likely enough find that there is a trust agreement showing who John Doe is Trustee for and under what limitations he operates. Likely enough it will show that he has no authority to satisfy this mortgage, and if you let it go without a search for this trust agreement, you certify that you have shown all of record that affects the title, when in fact you have not, and if one purchases this land on your certificate, taking the mortgage as satisfied, when the record in facts shows that it could not be, then your liability is fixed, and it matters not that this was an unexpected condition. It is a matter of record and it is the fault of the abstracter if his plant does not protect him and accommodate the entire record. So don't think that the old miscellaneous index is of the stone age and should be discarded, for it will disclose to you more truths about the record title than any tract index that was ever made—it carries the little truths that lead you to further suspicions if the title is complicated, and some little affidavit or other minor instrument may contain information that does not appear at any other place in the record. It discloses the close fam-

ily relationships of the record parties, their peculiar dealings, and ofttimes that a marriage has come into existence, been terminated, either by divorce or death of the wife, and while the husband is still "a single man" he has lived through a period which calls for a close examination of the title, and the miscellaneous index may save you a few thousand dollars in liability if you keep it up in such shape that it will acquaint you with these unexpected evidences of title.

A catchy condition confronts the abstracter in states having community property and is illustrated in searching for judgment debtors. Say in the year 1900 the wife takes title through a deed to her, and in 1905 you compile an abstract of this land. You find no judgments docketed against the wife, even though there is a judgment docketed against her husband. Will you certify that there are no judgments affecting the land, or will you show the judgment against the husband? In all likelihood the land standing on the records in the name of the wife is community property and the judgment against the husband is a lien on it, and should be shown. It would again be misleading if there was a divorce prior to the time you made this abstract and the property was not divided in the divorce proceedings, but even this condition would likely not relieve the property from the lien of the judgment against the husband, so it is much safer to keep such matters in mind and instruct the office force to put in the time and show it all.

It would be an endless task to cover all these cases and would likely be tiresome, so I am going to cover the rest of this class of unexpected evidences of title, by stating an experience of my own when I was considerably younger than I am now, and was at the time working on an abstract, compiling it from the county records, in Virginia City, Montana. An attorney, S. V. Stewart, later Governor of Montana, was in an "awful" rush for an abstract, and he came in two or three times where I was working, trying to hurry me along with the work; finally I rebelled against the interruptions, and told him to leave me alone if he ever expected to get that abstract; we had a few things to say to each other, but when I wound up by saying "Sam, when you make a mistake in court, you can go in and ask leave to amend, but when I sign my certificate to this abstract I will never be granted leave to file an amended certificate," he smiled and said he guessed I was about right and that he had better leave me alone until I was through. We often laughed about it afterwards, because by the time Stewart got his sale contract drawn his parties had disagreed and the entire deal fell through, and we had all our worry and fuss over nothing, but it is the most important thing for an abstracter to keep in mind, that he will never have an opportunity to amend his certificate, when he signs it his liability is fixed, he is not supposed to make mistakes, he is "just an abstracter."

The Miscellaneous Index

Items of Interest About Titlemen and the Title Business

Announcement is made of the organization of the Intermountain Title Guaranty Co., Salt Lake City, Utah. The company is being directed by Alex E. Carr, pioneer titleman of the city, and courageous survivor of Utah's legislation that made the abstract business anyone's plaything.

The company has been organized upon sound principles and its personnel and stockholders are the representative business men, attorneys, bankers and realtors of the state. The company will do a state-wide business, and will supply a needed and opportune service.

The Guaranty Title Trust Co., of Nashville, Tenn., has voluntarily qualified under the general insurance laws of the state by making a deposit of $100,000.00. This places their title insurance business under the direct supervision of the Insurance Commissioner and affords their policyholders the same protection as that of any other insurance.

The new building of the Title Insurance & Trust Co., Los Angeles, Calif., will be occupied on May 15.

This is one of the finest structures on the Pacific Coast and particularly one of the greatest title business homes in the country. It was especially designed and equipped to provide every facility and convenience for the conduct of its work. One of the features is a garage where free parking facilities are afforded clients of the company and tenants of the office.

Those Oklahoma boys are constantly alert. The monthly magazine of the Oklahoma Title Association, the "Oklahoma Titlegram," edited by Charley Vollers of Newkirk, is a real magazine.

They told the people about it recently by having news stories run in newspapers over the state. Incidentally while telling of the "Titlegram," a number of good things were said for the state title association, its work, and its members. That's profitable publicity.

Recently ye editor received an attractive little booklet entitled, "Piper vs Hoard," by John D. Monroe of the New York bar. It was described as a "story of dramatic litigation" published and sent with the compliments of the Central New York Mortgage and Title Co. of Utica.

It tells an intensely interesting dramatic story—so much so that anyone who starts to glance over its contents or read it will never stop until every word has been read. And it is just a "title tale" but a little matter of title sometimes changes the course and destiny of things as this relates.

This is a most attractive and appropriate thing for a title company to issue.

The Title & Trust Co. of Portland, Ore., has issued another interesting booklet on wills and the services of a trust company as executor. This one shows the will of Festus J. Wade, prominent financier and business man of St. Louis.

The booklet is similar to the one issued by the company a short time ago and which presented the last will and testament of Elbert H. Gary.

Si Northrup, Vice President of the Fidelity Union Title & Mortgage Guaranty Co., Newark, has inaugurated a monthly contest within the company that has brought some profitable as well as highly interesting results.

A standing committee called the Suggestion Committee was appointed to handle the contest. Every employee of the company was asked to participate by making suggestions of things that the company could do that would be of money making or money saving value to the company.

A form was provided upon which the suggestion should be set-out. This was numbered and had a coupon with a corresponding number and place for the name, department, etc. No one of the judges knew who made the suggestions until after the contest when it was ascertained by a numbering system.

The first prize is $50.00, Second $25.00, Third $20.00 and then several of $10 and $5. Over fifty suggestions were made in the first month's trial and the things suggested were extremely valuable to the company. A great deal of interest has been aroused.

Mr. Northrup states that it is figured that of all the people in the world qualified to make suggestions for betterment of the company's service economics in operation, improvements in advertising and ways to increase

business, is the personnell of the company.

Not only were the winning suggestions given recognition by earning a prize and being put into operation, but those suggestions not adopted were commented upon and it was explained why they were not practical, and this was beneficial and profitable the same as the remarks upon the winning ones.

Two abstract firms of Keytesville, Mo., both of which had been operated for over 40 years, were recently consolidated. They were the Minter-Lamkin Abstract Co., and Geo. N. Elliott & Co. The new firm will be known as the Chariton County Abstract & Title Co. and has been incorporated as such with Geo. N. Elliott, president, H. N. Elliott, vice president, and Zettie Sneed, secretary-treasurer.

The Jefferson County Abstract Co., Fairbury, Neb., Russell A. Davis, manager, has been doing some aggressive and commendable advertising. One medium is a mighty snappy and complete printed daily transcript of instruments, suits, etc., filed.

Another thing of interest that was distributed, was a report of the number and amount of farm, city and chattel mortgages recorded in the country for the year 1927. This was arranged by months and furnished some interesting as well as valuable information.

The Southern Title & Trust Co., San Diego, Calif., has just issued a most impressive and interesting booklet on wills, emphasizing the necessity of having one drawn, explaining the various laws of the state and offering valuable suggestions.

It calls attention to the desirability of having a corporate executor and otherwise covers the subject in all of its phases.

It is an extremely attractive explanatory and publicity medium.

The bowling team of the Title & Trust Co. of Portland, Ore., has had a comparative walk-away in the Bankers' Bowling League of that city. The personnel of that company seems to be more or less athletically inclined. Its president, Walter Daly, is one of the leading squash players of the state and gets into all kinds of finals and semi-finals in the tournaments held.

Charley White of the Land Title Abstract & Trust Co., Cleveland, Ohio, continues to make life easier for the attorneys and title examiners of his state by issuing authoritative articles on various legal subjects. His latest covers the topic of "Escrows and Conditional Delivery of Deeds in Ohio."

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.)

One of a series of clever newspaper ads used by this Denver company. The combination picture and word story, appearing in this unique style, attracts attention.

Charley has prepared a number of such things, all of which have been printed in pamphlet or booklet form and made available. They are used and accepted as the last word on the subjects, too.

The Fidelity Union Abstract & Title Co., of Dallas, Tex., has been conducting an energetic direct-by-mail advertising campaign. The letters carry a pointed message, are attractive, and carry added punch by reason of cartoon illustrations.

Judge Cornelius Doremus, president of the New Jersey Title Assoeiation, is a candidate for the Republican nomination for governor of his state. He is making a campaign on a platform of straightforward, good business and government principles.

The Title Insurance & Trust Co., Los Angeles, has started the new year with issuance of a bulletin called the "T. I. News." The new little paper makes its bow to persons interested in title insurance matters as well as to employes of this large organization. George T. Wigmore is editor of the bulletin. It is small of size at present, but the editors are confident it will increase.

Professional politicians seem to get a kick out of devising new ways and means of extraction. They work on the theory that the public won't object anyway and perhaps they figure wisely. The poorest excuse of a citizen is the one who failed to go to the polls when the time came and then sets up a howl afterwards. If a professional politician ever did anything worthwhile he would be ousted from office.

To many, "What Price Glory" is $3.00 for a prescription and $3.00 more for having it filled.

A couple of Americans declare they have seen all of Paris they want to see. Of course they are ostracized from the United States. Just another example of what "Prohibtion" will do and we don't have particular reference to the Eighteenth Amendment either.

Watch out for the fellow who says: "Well, to make a long story short—."

NEW ZONING LEGISLATION IN TWENTY-THREE STATES

Department of Commerce Issues Bulletin on Subject

Local zoning ordinances must be based on authority granted to the city or town by the state government, and hence the enactment last year of zoning legislation in twenty-three states is of underlying importance to the zoning movement, according to Dr. John M. Gries, chief of the division of building and housing of the Department of Commerce.

The division's canvass of the situation, which involved the searching of the laws passed by more than forty state legislatures which met last year, also revealed the fact that the standard state zoning enabling act, which was prepared five years ago by a committee of eminent men appointed by the Secretary of Commerce, has now been used wholly or in large part in laws enacted in 29 states.

The zoning legislation adopted during the year 1927 ranges all the way from complete state acts applying to all classes of municipalities, to acts that apply to a single city. By the end of the year 1927, zoning laws had been enacted by forty-five states and the District of Columbia, while in another state it has been held that zoning is permissible under home rule provisions of the state constitution. The names of sixty-three cities, towns and villages which adopted zoning ordinances during 1927 have already come to the division of building and housing. This increases the number of zoned municipalities in the United States to 583, with a population of more than thirty-one million inhabitants, according to the 1920 census, but probably well in excess of thirty-five million if growth since 1920 is taken into account. More than fifty-seven per cent of the urban population of the United States is represented in these 583 places. Fifty-five of the sixty-eight cities which in 1920 had more than 100,000 population each, now have zoning ordinances in effect, and zoning activities in the remaining thirteen unzoned cities of that group are in various stages of development. At the other end of the list with respect to size, fifty-three municipalities of less than 1,000 population are zoned.

These and other facts relating to zoning progress in the United States during the year 1927 are contained in a mimeographed bulletin just issued by the Department of Commerce.

The American Title Association

Officers, 1927-1928

General Organization

President

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

Vice President

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

Treasurer

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

Executive Secretary

Richard B. Hall, Kansas City, Mo., 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., President, Lawyers and Realtors Title Insurance Co.

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

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

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

Term Ending 1929.

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

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

Sections and Committees

Abstracters Section

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

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

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

Title Insurance Section

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

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

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

Title Examiners Section

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

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

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

Program Committee, 1928 Convention

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

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

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

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

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

Committee on Membership

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

Committee on Constitution and By-Laws

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

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

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

Committee on Advertising

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

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

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

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

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

Committee on Cooperation

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

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

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

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

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

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

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

Judiciary Committee

R. Allan Stephens, Chairman, Springfield, Ill., Brown, Hay and Stephens, Attorneys.

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

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

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

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

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

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

Legislative Committee

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

District No. 1:

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

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

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

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

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

District No. 2:

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

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

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

District No. 3:

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

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

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

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

District No. 4:

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

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

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

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

District No. 5:

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

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

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

District No. 6:

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

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

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

District No. 7:

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

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

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

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

District No. 8:

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

Iowa—Ralph B. Smith, Keokuk.

Nebraska—Verne Hedge, Lincoln.

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

District No. 9:

Kansas—E. S. Simmons, Chairman, Topeka, Manager, Columbian Title and Trust Co.

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

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

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

District No. 10:

Texas—R. O. Huff, San Antonio, President, Texas Title Guaranty Co.

District No. 11:

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

Utah—Alex E. Carr, Salt Lake City.

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

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

District No. 12:

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

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

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

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

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. Gilbart, St. Petersburg.
West Coast Title Company.
Secy.-Treas., Geo. S. Nash, Orlando.
Nash Title Company.

Idaho Title Association

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

Illinois Abstracters Association

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

Indiana Title Association

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

Michigan Title Association

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

Minnesota Title Association

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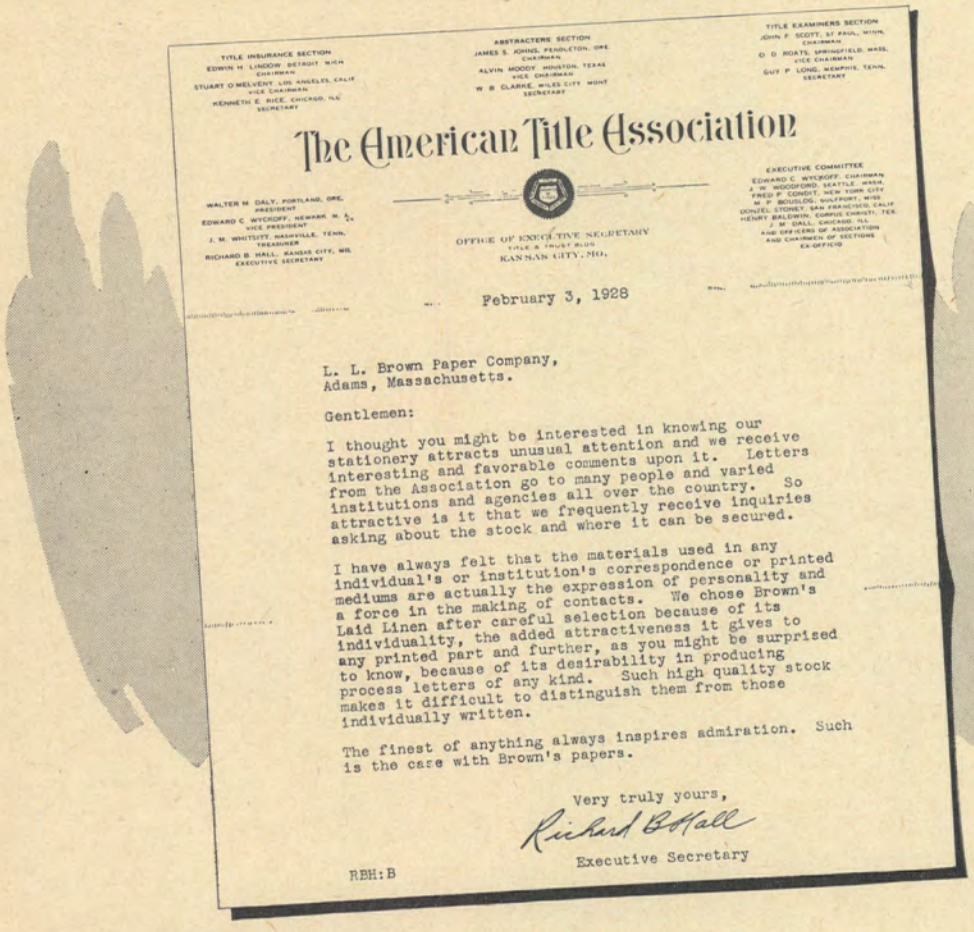

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