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Title News

Vol. 8

JULY, 1929

No. 7

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CONTENTS

EDITOR'S PAGE.....	Page 1
WHY DON'T THE TITLE BUSINESS STEP OUT?.....	Page 2
PRESIDENT'S LETTER.....	Page 4
THE AMERICAN TITLE ASSOCIATION STANDARD LOAN FORM OF MORTGAGEES POLICY.....	Page 5
ANCIENT LAND TRANSFERS.....	Page 12
"JUDGMENTS AGAINST TRUSTEES—THEIR FORCE AND EFFECT" By Herbert Becker.....	Page 15
SAN ANTONIO—NEXT CONVENTION CITY.....	Page 17
"FEDERAL LIENS AGAIN" By Chas. C. White.....	Page 19
"HISTORICAL FACTS OF TEXAS LAND TITLES" By W. C. Morris.....	Page 20
LAW QUESTIONS AND ANSWERS—Monthly Review.....	Page 22
MISCELLANEOUS INDEX.....	Pages 14 and 23

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TITLE NEWS

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The American Title Association

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Editor's Page

BY THIS time the title insurance companies will have had the announcement and specimen of the uniform mortgagee's policy and had some few weeks' time to study it over and put it into circulation.

Those charged with the duty of preparing and presenting the form will await with anticipation the reaction to this, the title companies' own effort to themselves fulfill an obligation to the business, and provide for a demand and service.

Comments on the matter will be greatly appreciated.

This issue of **TITLE NEWS** contains information of its history and provisions of the form as finally achieved.

THE air is getting thick with convention stuff. Chairman Jones says the program for the abstracters section is the strongest ever presented; Chairman Lindow reports the title insurance

section session will be the most interesting ever held and no one in title insurance can afford to stay away; Chairman O'Melveny says that, as usual, the examiners' section program is going to present and make available valuable information and facts that could not be gauged on a money basis.

Ye Ed. has seen several programs in the making and finally produced at the convention and he can conscientiously say that indications certainly point that the San Antonio program will be the most constructive and profitable ever presented.

The usual order of the program has been altered so it can be scheduled to run more smoothly and there be no overlaps or interference. The first day will be arranged to get a good start; there will be some entertainment and the crowd will thereby all get acquainted.

The Title Insurance Section will hold forth the entire time of the second day, with sessions all morning and afternoon and the Open Forum at night.

The Abstracter Section will follow the same schedule on Thursday, the third day.

On Friday or the last, the morning will be devoted to the Examiners Section with some unusual and important other matters included and adjournment of business matters by noon. The afternoon and evening will be devoted entirely to entertainment.

THE entertainment will be out of the ordinary. Instead of a formal banquet as usually marks conventions, on the last evening will be staged an open air feed of native and local dishes with native entertainers—no speeches or discourses—just fun.

THE golf bug seems to have worked quite a little devilment within our ranks. In going about over the country ye Ed. has noticed that a set of golf tools seems to be part of many an abstract office. Some of these title boys are just as methodical and accurate with them, too, as in their work.

The golf tournament should be a real affair. Everybody come prepared to play.

DON'T forget, too, that this convention, like the Detroit and Seattle ones, presents an opportunity for foreign travel. The Mexican border is but a short distance away and there are at least two good Mexican towns nearby where one can visit and partake of the native atmosphere.

IN this month's issue: The article on ancient land transfers is printed with the consent of **THE REAL ESTATE MAGAZINE**—the official publication of the Philadelphia Real Estate Board; Herbert Becker, vice president of the Chicago Title & Trust Co., gives us another article on an interesting and important subject; the force and effect of judgments against trustees; Charley White gives some interesting, if not startling, comments on the old subject of Federal Liens. He is the unquestioned authority on this subject, having in 1926 predicted such a decision as was rendered in the Rhea vs. Smith case; W. C. Morris, vice president of the Stewart Title Guaranty Co., Houston, tells some interesting facts on the history of Texas and their influence on the land titles of the state.



It Won't Be Long Now!

It's just a matter of days now until the convention



The only thing that can "set" around and make money

Attend the convention and make more money

Why Doesn't the Title Business Step Out and Lead Itself Into Prosperity?

It is high time that those in the title business got "money-minded."

One of the characteristics of being in the business is to be more concerned with rendering the particular individual kind of service and product that each customer wants than in prescribing what is real title service and only rendering that kind.

Another is that we are more concerned in trying to be accommodating and spending more time endeavoring to show a good title and pretty abstract than in advancing the welfare and prosperity of the business and those in it.

Those in the business have spent more time and effort trying to find ways and means of rendering the minimum of service and sufficiency of product than making it a full coverage policy or complete and adequate abstract.

No matter where you go, it's the same old story: "The attorneys in our town don't want us to show court proceedings; the real estate men tell us to leave all released mortgages out of the abstract; the loan companies only order pencil abstracts and reports; we can't sell full coverage owners' policies in our town because they won't pay a premium and we can't sell title insurance at fees that will permit us to insure against possession, areas, taxes, matters that would be disclosed by an inspection; the loan companies won't pay but so much for a policy and don't care much what it insures against just so it's a piece of paper labeled title insurance policy."

The result of listening to all this and accepting it has been the circulation of cheap inferior abstracts, pencil copy and uncertified abstracts, title reports in place of policies and title insurance policies that have so much Schedule "B" provisions and exceptions as to only be a guaranteed certificate of title or bet on the validity of what the records show.

No business can succeed that follows, drags or caters. It must lead, step out, find what is needed in its field, sell sufficiency and efficiency to its users and get paid accordingly.

If a business does not do those things, and, in addition, is always on the lookout for how it can minimize its services and opportunities for profit, it not alone cannot exist and operate as a healthy going service fulfilling its place in the business world, but loses its standing, prestige and position and is given a place only as a necessary nuisance.

Our business is probably the only one in the established order of things today that is not sitting up nights and being everlastingly on the alert

every minute of the day trying to increase its scope of activities and profits.

Instead we accept every dictation and suggestion for the reduction of things necessary to get from us and only us.

We should remember, too, that no one comes to us except when they absolutely have to and need our services. No one orders an abstract just to see how his title is or buys a new title insurance policy to frame and hang up over the mantel just because it is encased in a new cover or the form has been changed.

The title business is facing a crisis right today because those in it never have had, and apparently don't have now, any idea of being "money-minded."

In addition to not being on the lookout for opportunities of making legitimate profits, just charging how, when and where they should, there are some other things that enter into it.

One of the most alarming of these is that in addition to the available volume of business in any one community being limited, i. e., there being only so many orders a year from real estate market or conditions in general, the title man thereby being helpless to increase his output, this available number is diminishing. As communities become more settled, as more apartments are built, as cities and even towns are already over-developed and subdivided, and becoming more so, as more long time loans are made, and with business non-expensive as it is now, particularly in the farming, mining and cattle states, the available volume has shrunk. To this, too, consider the proposition that the business is more and more getting on a continuation basis, and the long new abstracts, the original title insurance policies, or those for the big construction and development projects are decreasing in number every year.

But the most startling thing of all, and the plainest thing that appears in the looking-glass as we look at ourselves and yet apparently cannot see, is the basis for our charges.

There is apparently no reason, sound, practical, theoretical, scientific, good business or otherwise for present abstract or title insurance rates.

They just are as is, because they happened to be, are what we either think or have been told we can charge, and that's that.

Those in the business are making money or keeping even with the sheriff's door closing act because heretofore they have had the volume to balance overhead and income, or else have had a lot of side-lines, like selling real estate and insurance,

speculating in land, practicing a little law or undertaking, on the side, real estate loans or have had other things to help or almost entirely carry the load.

Another very startling fact as revealed by careful investigation is that abstract and title insurance charges have been increased very little in the past several, we can say many, years. In an alarming territory and percentage of it in the United States, abstract fees have not been raised at all in over forty years. There is no reason yet found for their being established as they are, and they vary with every county, community, state, and throughout the country as a whole in an astounding degree.

Title insurance rates have been largely based upon the combined total of the conservative average abstract continuation charge, plus a nominal accepted fee for its examination, plus some rate per thousand for the insurance. They have not been high enough to pay for the added service and protection, and all the elements that should constitute title insurance service, and that means real insurance and complete coverage, not half insurance, and a policy so full of holes that it resembles a Swiss cheese.

The title insurance companies so long actually believed that they should follow and not lead, and cheap, consequently inadequate coverage was only wanted, that the largest users of title insurance had to write their own policy.

Every community should have efficient and responsible title service available through an established, private company.

Every one in the title business should make enough out of it so he can live, have the tools to work with, render full, complete and efficient service, and there will be responsibility back of every abstract or title policy issued.

There are many communities in the country, whole states in fact, where such is not the case. Those in the business were making no money, they couldn't sell, they got "title-itus," passed on to whatever reward there might be for one who was in the title business, the estate had a title plant they could not sell, no one else could or would operate, it soon got behind and out of date, there was

no one in the business, and then the community suffered. Every one got into the business of making certificates, statements or guesses of title. They are all anyone can get and business and development is slowed up and jeopardized. Such circumstances happen every year, and then comes agitation for the Torrens Law, the building of county tract indexes and the making of abstracts by the county in order to supply what is needed.

What the title people need to do is to get more money-minded, then they will be able to render better service, have some real responsibility back of their work, and the agitation and complaint about the title system and those in the title business will be eliminated.

The automobile manufacturers won't make a car without a starter and take a few dollars off the price because someone now and then might want one that he can crank; vacuum cleaners are not made with or without handles because some one might want a dollar or two off for no handle, and use an old broom stick he might have at home and attach to it; even the barbers won't shave you for five pennies less a shave because you might want to furnish your own soap or have them eliminate the witch-hazel.

Doctors, lawyers, dentists, undertakers, Realtors and all others have realized that they can only be in business profitably and serve the public as it should by defining what the full measure of service in their line is and then making the public take it. The insurance companies never popularized or sold insurance of any kind—fire, life, or any other—until they sold real insurance, cut out the fool policies, made the public pay for it, and in turn functioned and paid their losses when occasioned.

The success of American business, endeavor, and the service rendered by trades or profession is because each (except the title business) has prescribed what its ultimate product should be, and that the full measure of its service and responsibility and service rendered should be the only thing available.

In doing this they have led, not followed, and by so doing have established good will, commanded respect, and eliminated complaint against their business as well as legislative and economic attack.

It's time the title business prescribed what the ultimate and sufficient in title service is, made it and only it available, then got paid for it.



YOU'VE GOT TO LEAD IF YOU'RE GOING TO COME OUT AHEAD!

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 AND OFFICERS OF ASSOCIATION
 AND CHAIRMEN OF SECTIONS
 EX-OFFICIO.

July 18th, 1929.

To the Officers and Members of the
 State and American Title Associations:

It is urged that each and everyone of you give full and favorable consideration to the request which will come to you through Stuart O'Melveny's special committee appointed by Chairman Edwin H. Lindow of the Title Insurance Section, and referring to the uniform mortgage policy.

Messrs. Lindow and O'Melveny and their committee members have accomplished a substantial achievement which every member of the organization should back up immediately so as to get the full benefit of the accomplishment. We have retrieved our mistake in permitting outside business to suggest the form of our title insurance, and immediate adoption of our own form will greatly strengthen our state and national associations. We should forever hereafter lead in all proper betterment of service to the public and never again find ourselves in the position we did as was occasioned by the drafting of a uniform mortgage policy form.

It has been refreshing to have created a contact with at least one state association which resulted in the president of the national association receiving a monthly letter telling of the developments in the work of that state association. If each state association would give this type of support to the national officers, that organization would improve its facilities for benefiting its members much more rapidly than it has ever been able to do in the past. If each succeeding president can receive in increasing volume the support which I have been getting, they will be more readily able to carry forward successful movements for the benefit of the profession.

Thanks to everyone who has in the past or will in the future render this support to the national administration.

Very cordially yours,

Edward C. Wyckoff,
 President.

The American Title Association Standard Loan Policy of Title Insurance

A Uniform Mortgagees Form is Presented— Embodies Full Coverage Provisions

A uniform mortgagee's policy of title insurance is presented by the American Title Association. It is earnestly desired that every title insurance company member of the association adopt this form for use. It will be known as the American Title Association (or A. T. A. "for short") Standard Loan Policy. It has already been approved and will be accepted by several of the life insurance companies in connection with their mortgage loans. These include those companies identified with the drafting of the L. I. C. form, and others. It will be presented to all life insurance companies lending money upon first mortgages and generally to all real estate mortgage companies.

Simultaneously with its presentation to the members of the association, an announcement story was released to sixty-eight news and financial papers. No little effort will be expended by the association in presenting this form to the various real estate mortgage agencies. It is hoped to create a general use and demand for this mortgagees policy of title insurance.

It is therefore quite obvious that the title insurance companies should adopt and issue it. However, there is no doubt on this point because of the long agitation for such a form to come from the association, the desirable and commendable features of the policy itself, and the effect it will have in furthering and developing the use of title insurance.

This achievement is the result of work of the committee appointed to handle and prepare it, and too much credit and commendation cannot be given those responsible.

The history of the thing and a general explanation of the provisions will be interesting to every member of the association.

As far back as can be traced in the records and proceedings of the association, ever since title insurance appeared upon the scene and came for discussion, there has been agitation and an ever recurrent consideration for the adoption of a uniform title insurance policy form. It has never been restricted to a mortgagee policy, but to owners or fee as well. Committees have been appointed, met, but without reporting any recommendations, or presenting a definite form. Papers have been given at conventions, and the matter generally given such consideration and going through such stages as such things do when it is necessary to mould opinions and ideas.

The reasons for failure to accomplish

anything definite are many. First, there was that mental or psychological barrier that exists in the consideration of all matters in any business, but particularly ours,—local conditions. Not only was it thought impossible to prepare a uniform form because of the difference in the real property laws of the various states, but also because of the mistaken idea of seemingly peculiar local conditions. The human element also entered into it, and there was that inability to get a common understanding and interpretation of phraseology, something that is particularly hard when there is any element of a legal nature. Another of the human element type was that each company had worked out its own form. It was in use and had been prepared by each such after careful consideration of prevailing conditions and experiences.

Another that had to be considered was the different practices of the loan companies and those requiring title insurance. The wishes and requirement of those using it have always been given a great deal of consideration by the title companies and to such an extent that there were a varied and multitudinous lot of forms in circulation, and differences in practice.

Another matter that proved to be the question which usually stopped the adopting of a uniform was that of insuring marketability. Including marketability in the provisions of coverage has been something that is such a history as to require special treatment. It has however had a gradual spread and clarifying but is a matter that has commanded separate and local consideration.

But by far the greatest obstacle was the question of what should a title insurance policy insure against, and what all should be covered in a uniform form?

The history of the matters covered by title insurance is a parallel to that of the development of other forms of insurance. The early policies of all insurance were rather vague and indefinite in their terms, and rather replete with conditions, stipulations and exceptions. Gradually these were eliminated and really protective insurance the result. When that came about, then the use of insurance became popular.

The title insurance companies have always anticipated the advent of full coverage in title insurance but certain things prolonged its coming. For various reasons the policy in general circulation did not protect against the following elements: Marketability, mechanics liens not of record; rights of

parties in possession and not disclosed of record and such facts as generally might be disclosed by a physical examination of the premises; areas, dimensions and locations of improvements and other such matters that might be disclosed by a survey.

There were many reasons for these, some of which were created by the title companies, others by the users of title insurance. The prevailing one on the title companies' standpoint was the fact that premiums were too low to permit of this kind of service, it being thought that the insured would take the policy for what it did cover, the low price would be conducive to the increased use of title insurance, and that he would rely upon himself or others for information and security on these so-felt "outside" matters. There were some grounds for this because they necessitated a physical examination of the premises and a survey. Users of title insurance mistakenly did not deem it necessary for the title company to make an inspection for that was usually done by the agent, the buyer or others and facts more or less ascertained to the insured's satisfaction or advised to be satisfactory. The matter of a survey has always been open to question as something rather unnecessary and superfluous despite the arguments, if not the real necessity, for it in so many cases.

These were all true for an owner's policy and of major consideration in the issuing of a fee form, but were even more objections in a mortgagees because of the many inspections and the much supervision given in the negotiation of the loan by the various loan representatives.

Then, too, and of considerable importance, especially in the issuance of mortgagee's policy was the item of economy. There is a prevailing idea that the thing in a realty transaction to receive the most attention in economy and in the reduction of the expense of the loan is the title part. In this respect title insurance is the victim not only of the practices and conditions of loan companies, but in many cases the element of competition between title companies themselves.

The question of marketability was one of a difference of opinion on its legal phases; well defined practices of the title companies; local conditions and in some few states, laws and decisions of the higher courts; and as in some places, the keeping in circulation of abstracts so that it was easy for those who desired to have the means and information available to bring

questions on matters of marketability to do so.

The insuring of mechanics liens was one of great concern. Here again the element of economy entered into it. It is not necessary to mention all the things that arise in the question of covering mechanic liens. If the title company is to do it, then it must make the necessary examinations, take such precautions and handle the construction funds, pay out of proceeds as will make it safe, or be provided with necessary and sufficient indemnity.

Here again was a thing that was different for a fee and owners' policy. So many mortgage loans are made for construction purposes that it was a matter for many of the mortgagee policies. The governing element in this was likewise the practices of the local loan correspondents, the arrangement between them and the actual lender, and the general business practices of the loan companies themselves who so often supervise the distribution of the funds, advance for building purposes, and generally provide for and themselves protect their correspondent against mechanics liens.

But despite all these things this rumbling of a uniform policy kept appearing. The Pennsylvania Title Association prepared and adopted a uniform policy as one of its first achievements, and the New Jersey Association soon followed. These were put into use in their respective states to some extent.

The New York Board of Title Underwriters adopted a standard form or rather standard forms for all classes of title insurance which are used universally in New York City and have been used by others as a basis for their forms.

In Northern California groups of companies in various communities began adopting uniform forms and it soon spread to that entire territory until standard forms are now used entirely by all the companies in Northern California.

Three years ago it became apparent that the title companies should adopt some form and the association again appointed a committee to consider the matter, but again it was impossible to achieve it and the committee was discharged after giving it much consideration.

About this time something else entered the picture—the actual lenders of the money upon real estate mortgages began to consider certain things. The real estate mortgage business was experiencing some changes and having new conditions to consider. Some few years ago one of the largest life insurance companies in the East and a lender of millions of dollars annually on real estate mortgages began requiring title insurance for all its loans in order to be relieved of the work and responsibility of examining and handling title matters in connection therewith. Others began to use title insurance for the same reason. This was not confined to certain of the life in-

surance companies alone, but was taken up by various mortgage companies. One of the big talking points for title insurance is that it relieves the investor from title work, examinations and worry therefrom, as well as affording protection.

But as the use of title insurance increased, the fact soon became apparent to these loaning agencies that there were just as many kinds, sizes, shapes, forms and varieties of title insurance as there were companies and even more, because some title insurance companies were issuing a variety of forms drawn for the specifications and fancies of each loan correspondent. This occasioned that these investors carefully examine and scrutinize all these various title insurance policies to see just what they contained—to examine them the same as they had formerly examined abstracts.

Coupled with this situation was the trend and desire towards uniformity as a means for facilitating and expediting business.

About this time another thing came and that was mentioned above—the new elements to be considered in the conduct of a real estate mortgage business. Among them were speculative building, construction loans, increase in business and territory loaned in necessitating more dependence upon the local agent, the general development of the real estate market, home building and loaning, and all the things concurrent with it.

Not only was a uniform policy wanted, but full coverage became necessary.

This was realized again; it was brought before the title people and with it became known the fact that certain of the life insurance companies had undertaken the drafting of a form that would meet their requirements. It was not long until this policy made its appearance by not only being presented to the title companies, but by being requested that when title insurance was furnished to these life insurance companies, it would have to be on this form. The form was furnished to the title companies by the insurance companies or they could print their own. It became known as the "L. I. C." Form, or "Life Insurance Companies Standard Loan Policy of Title Insurance." Those companies drafting it were: The Metropolitan Life Insurance Co., New York Life Insurance Company, Prudential Insurance Co. of America, Equitable Life Assurance Society of the United States, and the John Hancock Mutual Life Insurance Co.

Soon others adopted it, not only life insurance companies but real estate mortgage companies, until within a short time its use became of some volume.

When presented to them in this manner, the title insurance companies found themselves acquiescing in writing a policy incorporating features that they had not up until that time been able to convince themselves and agree

that they could write, and issue insurance of that kind. It brought problems and matters of consideration to a head that had not been decided for years and can really be said to have been a matter of some moment and impetus in the development of title insurance.

But as is only natural, it was not entirely satisfactory to the title companies. There were some questions and objections to the policy, both as to its language and form but particularly in that it was not an inception and achievement of the title people themselves. It had not only been written for them, but worse yet, it had another's name!

All these things were brought out at the open forum meetings of the Title Insurance Section, held during the Seattle Convention and the printed proceedings of that meeting will show the things discussed.

By a motion made and the action of that meeting, the chairman of the Title Insurance Section, Edwin H. Lindow, was instructed to appoint a committee to not consider, but to actually prepare and present at the earliest possible moment, an American Title Association Standard Loan Policy of Mortgagees Title Insurance. It was further provided that this committee report at the next Mid-Winter Meeting, to be held the following January.

This committee was accordingly duly appointed by Chairman Lindow and consisted of the following personnel: Stuart O'Melveny, executive vice president of the Title Insurance & Trust Co., Los Angeles, chairman; Paul D. Jones, vice president, Title Guarantee & Trust Co., Cleveland, O.; Wellington J. Snyder, vice president, North Philadelphia Trust Co., Philadelphia, Pa.

Even under the force of the attending circumstances, the task was one of such magnitude as can only be understood by those who took part in it. Chairman O'Melveny began work immediately after the Seattle Convention. By the time of the Mid-Winter Meeting all the work that could be done without a conference was accomplished, so a meeting was called for the first of the week of that meeting. The committee called others into the matter and after a great deal more work, a draft satisfactory to the committee was decided upon. A meeting was then arranged with the counsels of the various life insurance companies, which was held the following week in New York City, with a complete representation of both the committee and the life insurance counsels.

Some minor changes were made, suggestions and ideas exchanged and the form was then given the formal approval of the life insurance counsels present. Since then it has also been presented to others or sent to them by request and it has in every case been not only approved without a suggestion or change, but with commendation upon its form, conciseness, coverage and other points worthy of comment.

(Continued on page 10)

AMERICAN TITLE INSURANCE COMPANY

MORTGAGEE'S POLICY OF TITLE INSURANCE

Amount

Number

AMERICAN TITLE INSURANCE COMPANY

a corporation, of Hilldale, Mich., herein called the Company, for a valuable consideration, paid for this Policy of Title Insurance,

Does Hereby Insure

The name of the insured can be inserted here

or if preferred, this space ruled as shown or eliminated entirely so the policy will read to run direct to the owner of the indebtedness.

the owner of the indebtedness secured by the mortgage or deed of trust described in Schedule A, herein called said indebtedness, and each successor in interest in ownership thereof, and also any such owner who acquires the land described in Schedule A in satisfaction of said indebtedness as provided in the conditions and stipulations hereof, herein called the Insured, against loss or damage not exceeding _____ dollars, which the Insured shall sustain by reason of any defect in the execution of said mortgage or deed of trust or by reason of the invalidity of the lien thereof, or by reason of title to the land described in said Schedule A being vested at the date hereof otherwise than as therein stated, or by reason of unmarketability of the title of the mortgagor or trustor, or by reason of any defect in, or lien or encumbrance on said title at the date hereof, or any statutory lien for labor or material which now has gained or hereafter may gain priority over the lien of said mortgage or deed of trust, other than defects, liens, encumbrances and other matters set forth in Schedule B, or by reason of the priority thereto of any lien or encumbrance at the date hereof except as shown by Schedule B, all subject, however, to the conditions and stipulations hereto annexed, which conditions and stipulations together with said Schedules A and B are hereby made a part of this Policy.

Subject to the provisions of Schedule B and the conditions and stipulations hereof, the Company further insures that, at the date hereof, any assignments shown by Schedule A, whether recorded or not, are good and valid and vest title to said mortgage or deed of trust in the insured free and clear of all liens.

IN WITNESS WHEREOF, American Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, this

AMERICAN TITLE INSURANCE COMPANY,

By.....
President.

Attest:.....
Secretary.

SCHEDULE A

1. The title to said land is at the date hereof vested in

Here can be named in whom title is vested, but if it is not desired to specifically mention and name in whom title is vested, then words necessary to make it read something as follows can be typed in, or the whole clause printed in the form:

"The title to said land is at the date hereof vested in mortgagor(s) / trustor(s) as mentioned in mortgage or deed of trust described in Paragraph 2 of this Schedule."

2. The mortgage or deed of trust securing the indebtedness covered by this Policy is described as follows:

3. The land referred to in this Policy is described as follows:

The specific description of the land, title to which is insured by this policy, can here be given, but if desired and preference of practice is to be relieved of this amount of clerical work and make only a general reference, that can be done by here typing the following clause, or having it printed in the policy form:

"As particularly bounded, described and set forth in said mortgage or deed of trust described in Paragraph 2 of this Schedule."

SCHEDULE B

Showing defects, liens, encumbrances and other matters against which the Company does not, by this Policy, insure.

No printed exceptions are to appear in this Schedule, for reasons set forth in the accompanying description and explanation of this policy form.

CONDITIONS AND STIPULATIONS

1. If any Insured acquires said land, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof, this Policy shall continue in force in favor of such Insured, subject to all the conditions and stipulations hereof applicable to an owner of land.

2. The Company at its own cost shall defend the Insured in all litigation consisting of actions or proceedings commenced against the Insured, or defenses, restraining orders, or injunctions interposed against a foreclosure, or sale of said land in satisfaction of said indebtedness, which litigation is founded upon a defect, lien or encumbrance insured against by this Policy and may pursue such litigation to final determination in the court of last resort. In case any such action or proceeding shall be begun or defense interposed, or in case knowledge shall come to the Insured of any claim of title or interest adverse to the title as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this Policy, the Insured shall at once notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing, promptly notify the Company of any defect, lien or encumbrance insured against which shall come to the knowledge of the Insured, in respect to which loss or damage is apprehended, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate, provided, however, that failure to notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure. In all cases where this Policy permits or requires the Company to prosecute or defend any action or proceeding, the Insured shall secure to it the right to so prosecute or defend such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. The word "knowledge" in this paragraph means actual knowledge and does not refer to constructive knowledge or notice which may be imputed to the Insured by reason of any public record or otherwise.

3. If any Insured shall in good faith contract to sell the evidence of indebtedness and mortgage or deed of trust described in Schedule A; or having acquired said land as in paragraph 1 hereof provided, in good faith contracts to sell the same, and any such contract fails; or if the successful bidder at a foreclosure or trustee's sale refuses to complete the purchase, because of alleged defects in the title to said land; and, in any of such events, the said title has been declared by a court of competent jurisdiction to be defective or encumbered or otherwise unmarketable by reason of any defect, lien, or encumbrance existing at the date hereof not shown in Schedule B, the Company at its option shall either (a) pay such Insured the amount of this Policy; (b) purchase said indebtedness; (c) establish the marketability of the title by decree of court; or (d) otherwise save the Insured harmless.

4. The Company reserves the option to pay, settle, or compromise for or in the name of the Insured, any claim insured against or to pay this Policy in full, and payment or tender of payment of the full amount of this Policy shall terminate all liability of the Company hereunder.

5. Whenever the Company shall have settled a claim under this Policy, all right

of subrogation shall vest in the Company unaffected by any act of the Insured, but such subrogation shall be in subordination to the lien of the Insured under its said mortgage or deed of trust and to the claim of the Insured to receive and be fully paid the amount of principal and interest and other sums, if any, secured by said mortgage or deed of trust. The Insured, if requested by the Company, shall transfer to the Company all rights, securities, and remedies against any person or property necessary in order to perfect such right of subrogation.

6. The Company has the right and option, in case any loss is claimed under this Policy, to pay to the Insured the entire indebtedness of the mortgagor or trustor under said mortgage or deed of trust to the Insured, together with all costs which the Company is obligated hereunder to pay, in which case the Company shall become the owner of, and the Insured shall at once assign and transfer to the Company said mortgage or deed of trust and the indebtedness thereby secured and such payment shall terminate all liability under this policy and the Insured shall surrender the same.

7. A statement in writing of any loss or damage for which it is claimed the Company is liable under this Policy shall be furnished to the Company within sixty days after such loss or damage shall have been determined and no right of action shall accrue to the Insured under this Policy until thirty days after such statement shall have been furnished, and no recovery shall be had by the Insured under this Policy unless action shall be commenced thereon within one year after expiration of said thirty-day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Insured of any action under this Policy.

8. The Company will pay, in addition to any loss insured against by this Policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured, and in litigation carried on by the Insured with the written authorization of the Company but not otherwise. The Company will not be liable for loss or damage by reason of defects, claims or encumbrances created subsequent to the date hereof (excepting any statutory lien for labor or material insured against by this Policy) or for defects, claims or encumbrances created or suffered by the Insured claiming such loss or damage, or existing at the date of this Policy and known to the Insured claiming such loss or damage at the date such Insured claimant acquired an insurable interest. The liability of the Company under this policy shall in no case exceed in all the actual loss of the Insured and costs which the Company is obligated hereunder to pay. All payments under this Policy shall reduce the amount of the insurance pro tanto and no payment can be demanded without producing this Policy for endorsement of such payment. Payment in full by any person or voluntary satisfaction or release by the Insured of the mortgage or deed of trust described in Schedule A shall terminate all liability of the Company under this Policy.

9. Nothing contained in this Policy shall be construed as an insurance against action by any governmental agency for the purpose of regulating occupancy or use of said land or any building or structure thereon.

AMERICAN TITLE ASSOCIATION STANDARD LOAN POLICY OF TITLE INSURANCE.

(Continued from page 6)

As also mentioned above, the association is going to exert every effort to secure its adoption and requests for its use from the loaning agencies, and trusts that every title company will immediately adopt and put it into use as their sole mortgagee's form. It or the L. I. C. form must always be used for the loans of the above companies.

To do so would be of telling benefit to the association and will be a real impetus to the development and increase of the use of title insurance. There is no question but what there is not only an absolute demand for real protection in title insurance, and this policy will fill that need. There is also no question but that the progress of title insurance and a realization of its true purpose and value have been retarded by the inadequacy of many of the forms now so much in use, the variety, the attempt to accommodate local conditions and customs by different forms of coverage, practices of conduct and inadequate rates. The adoption of this form will relieve the title companies of having to make changes in their forms to suit the whims of different clients.

The elements resulting in the adoption finally of a uniform policy written by the title people themselves is likewise a warning and proof that the title business should lead and prescribe in the matters of its service and business practices.

Elements Insured Against

This form, like the L. I. C. policy, is a full coverage policy and any title insurance furnished the Eastern Life Insurance Company will have to embody the elements included in the L. I. C. and A. T. A. forms, and provide the insurance and protection as afforded by the wording, provisions and conditions of these forms. The demand for this coverage will likewise extend and soon be requested from others making real estate loans.

There may be some questions and slight differences of opinion on the part of some of the title companies about the things insured against, phraseology, and minor points of the conditions and stipulations. As mentioned in the letter that accompanied the presentation of this policy to the title insurance companies, the form as presented and agreed upon and finally adopted by both the life insurance and title insurance companies was only done so after long and careful consideration of what the policy should contain as a policy of title insurance and to the end that it might be fair to both insured and insurer and adaptable for use as a uniform policy.

It is thought that any questions that might be raised can be satisfactorily explained, or possibly shown to be no cause for concern when their effect in practical application is considered.

Any inquiries will be given every consideration and answered. Likewise an expression of opinion on the policy in general will be welcomed.

The Form

There are no necessary requirements as to the size sheet and form used. The one presented, however, is that which received the most favorable consideration and approval and was adopted by the committee and is recommended for use. There will be no objections, however, if those desiring to do so use the letter size sheets and bind them together in their own special backs or covers, or print it on a single sheet, as is the L. I. C. form. It would further the cause of uniformity though if everyone would adopt the style and size as indicated.

Some comments on this might be in order. First, the style presented of having a single sheet, folded, making four pages intact of size 8½ x 14 is convenient, compact and simple as to form. Further, no numbering of pages is necessary. It does not have to be fastened together in any manner. There are no pages to handle, and there are other such features as to simplicity.

The size of the page is the most used, particularly with mortgage loan files, and is desirable to the insured companies.

It permits plenty of space for the face of the policy—its most important page, the type can be sufficiently large to be easily read, and if it is desired that a lithographed attractive policy be printed, there will be plenty of room for an attractive border.

The second page can be devoted entirely to Schedule "A" and has plenty of space for everything that need be noted thereunder.

The third page gives all the room necessary for the "don'ts"—Schedule "B." This includes room for typing the exceptions and any riders to be attached can be pasted there.

The conditions and stipulations are also shown on this page—their most desirable location.

Page four, or the cover as it will constitute when folded, can be devoted entirely to making an attractive cover, containing the usual information. It is suggested that every company supply itself with an attractively printed, preferably lithographed policy, and the cover folds be of an imposing appearance.

Designation as A. T. A. Form

There should appear on the cover, and on the outside fold, the designation

"American Title Association Standard Loan Form." This same wording should appear in the upper left hand corner of page one or face of the policy.

There cannot of course be any change at all in the wording of any part or phrase of the policy, and if so it cannot be designated as this form. Likewise the general style and makeup should be followed. The purpose of uniformity is to have something that can be recognized at a glance and by reason of its name. It is desirable that the style of lay-out of the specimens submitted be followed.

Use of Policy

This form received its inception from the requirements of the life insurance companies desiring full coverage. The original idea was for a basic form that would be particularly adaptable for high grade first mortgage loans. Some companies intend to use this policy exclusively and issue no other mortgagee forms.

Arguments for this and reasons for such an attitude have been expressed in meetings and reported in issue of TITLE NEWS. The principal one is that there should be no discrimination in the form of policy furnished to any client for mortgagee title insurance. It is likewise felt that this form will become universal or largely so within a short time.

Several title companies have already adopted this form for exclusive use. It is hoped that everyone will do this, and put it into circulation as rapidly as possible, even though it might incur the junking of some of the supplies and forms now on hand.

Moreover, at the time of the adoption of this policy, consideration was given the drafting of such a form as would be applicable to all kinds of mortgages or trust deeds, and such was achieved. This was not possible with the L. I. C. form because it specifically described that the mortgage was a valid first lien.

The A. T. A. form can also be used for junior encumbrances because the face of the policy does not classify the lien. It can be described in Schedule "A" and then the prior liens excepted in Schedule "B."

At the same time this form can be used for less than a full coverage policy because of the wording of the face of the policy which makes it possible to later except any of the elements not insured against by making proper notations under Schedule "B" or riders thereto.

Analysis of Policy

Page One or the face of the policy is self-explanatory. As mentioned in the letter, the name of the insured can be inserted, or simply refer to the insured as being the owner of the indebtedness by leaving out the name,

and ruling the space.

The provisions of page one include the matters against which the Eastern life insurance and all those wanting full coverage insist upon having. The language is clear and concise, and it

is believed that the wording and phraseology are definite and choice.

It is true that the coverage of the policy gives insurance against loss from mechanic's liens, whether of record or not; facts that would be disclosed from a physical examination of the property; facts that would be disclosed by a survey.

The Eastern life insurance companies had been getting protection in these matters from some source, whether embodied in the title insurance or not. Then for simplicity, uniformity and to have actual corporate responsibility back of the protection on these points, they required that they be included in the title insurance.

It is obvious that the title companies cannot write this kind of a policy for the rates they now charge for the less than full coverage insurance unless they arrange for the local loan correspondent to furnish them a satisfactory arrangement or indemnity for mechanics liens, a physical inspection report and reliable survey.

If this cannot be arranged or is not desired, then the title company will have to provide for handling them itself and get a premium sufficient for that kind of insurance.

Local conditions, standing and responsibility of clients and competitive elements between loan companies will govern how these shall best be handled.

Page Two provides for all of Schedule "A" appearing upon one page.

Paragraph one is to show a vesting of title. This is very desirable from the title companies' standpoint and overcomes one of the prevalent objections to the L. I. C. form. If, however, for the sake of brevity, reduction of clerical work and the minimization of chance of error in putting in wrong name, anyone desires to do so, instead of showing the name of the

party in whom title is vested, they can simply make the statement after the last word of the printed line ("in") "mortgagers as shown in said mortgage or deed of trust."

Paragraph two is the usual provision for a description of the indebtedness covered by the policy.

Paragraph three provides for a description of the land insured which is most desirable from the title company's standpoint and which was not possible in the L. I. C. form.

But here again, if for the same reasons for brevity, chance of error, etc., it is desired to be relieved of the writing out of the description a stock phrase can be made out of paragraph two of Schedule "A" of the L. I. C. form and here merely write "The real property is more particularly bounded and described as set forth in said mortgage or deed of trust above mentioned."

Page Three contains the space for Schedule "B" and it will be noticed it contains no printed exception whatsoever. This is most desirable from every standpoint, is preferred by many title insurance companies, as well as users of title insurance, and is now the general practice and accepted form.

There are several reasons, principally the one in favor of fewer printed exceptions for the good impression and sales advantages. Next is the one that a satisfactory group of exceptions are not possible in a uniform policy. The life insurance companies particularly request that there be none. Whatever exceptions are to go under Schedule "B" can be easily typed, calling more particular attention to them, and the old stock group of printed exceptions here in the old policies are the very things that are covered in a full coverage policy when this shall be used for such; therefore there are none that can be printed. In cases where this form is not to be used for full coverage, any

exception can be typewritten in.

Conditions and Stipulations.

Paragraph One provides that the policy becomes an owners in favor of the insured in case of a sale at foreclosure, but subject to its other conditions and provisions.

Paragraph Two is self-explanatory and defines the procedure and course of action in case of a loss. It is believed that a careful study of this paragraph will impress one with the really desirable wording and the well defined provisions that are applicable and fair to both insured and insurer. It has always been particularly hard to provide for a limit in which notice shall be given to the company and that is satisfactory to all states and conditions. However, ten days will undoubtedly fill all necessary requirements, fit most cases, and a further reading and study of the clause will probably clarify any doubt on the question. It is also thought that a practical application and turn of affairs will govern under the terms of this paragraph.

This paragraph combines and clarifies clauses 2, 4 and 7 of the L. I. C.

Paragraph Three provides for the method of settlement in case of loss and the choice of the insurer. It is believed that this paragraph is a very good one and well provides for a proper and equitable settlement.

Paragraphs Five, Six, Seven, Eight and Nine provide respectively for the right of subrogation; purchase of indebtedness from insured by insurer in case of loss; notice of loss and time of commencing action to recover; provision for costs imposed upon the insured in litigation carried on by the company for the insured, subsequent defects, ensuing defects and pro tanto reductions; no assumption of liability under zoning restrictions.

These are self explanatory.

Plaza Hotel

San Antonio

Texas



Headquarters

Twenty-third

Annual

Convention

Land Sold in History's Dawn Through Clay Tablets with Curses to Make Transfers Binding

(All photographs in accompanying article supplied through courtesy of University of Pennsylvania)

FIFTEEN hundred years before Christ in the ancient city of Nuzi, recently excavated in Mesopotamia, it was against the law to sell the land but some smart Nuzian attorney figured out a way to get around the statutes.

Land could be transferred from one relative to another but it could not change hands outside of the family, so people who wanted to own real estate had themselves legally adopted by people who had it. The new relative received the tracts he coveted as a part of his "inheritance" and in turn made a cash "present" to his new papa which was really the price agreed upon for the land.

For Nuzi was a war-like city that raised its army from its land owners who were automatically conscripted because they were land owners. Thus the law providing against the sale of real estate sought to prevent the ownership of large areas of land by one person because this would cut down on the number of available warriors.

How the land was bought and sold before the Christian era, how the "dotted line" was used in Babylonia, and how people rented houses and required their landlords to make repairs in 2000 B. C. is described by the National Association of Real Estate Boards.

The Association quotes Mr. Thorkild Jacobsen, of the Assyrian Department of the University of Chicago, who is assisting in the work of writing the first complete

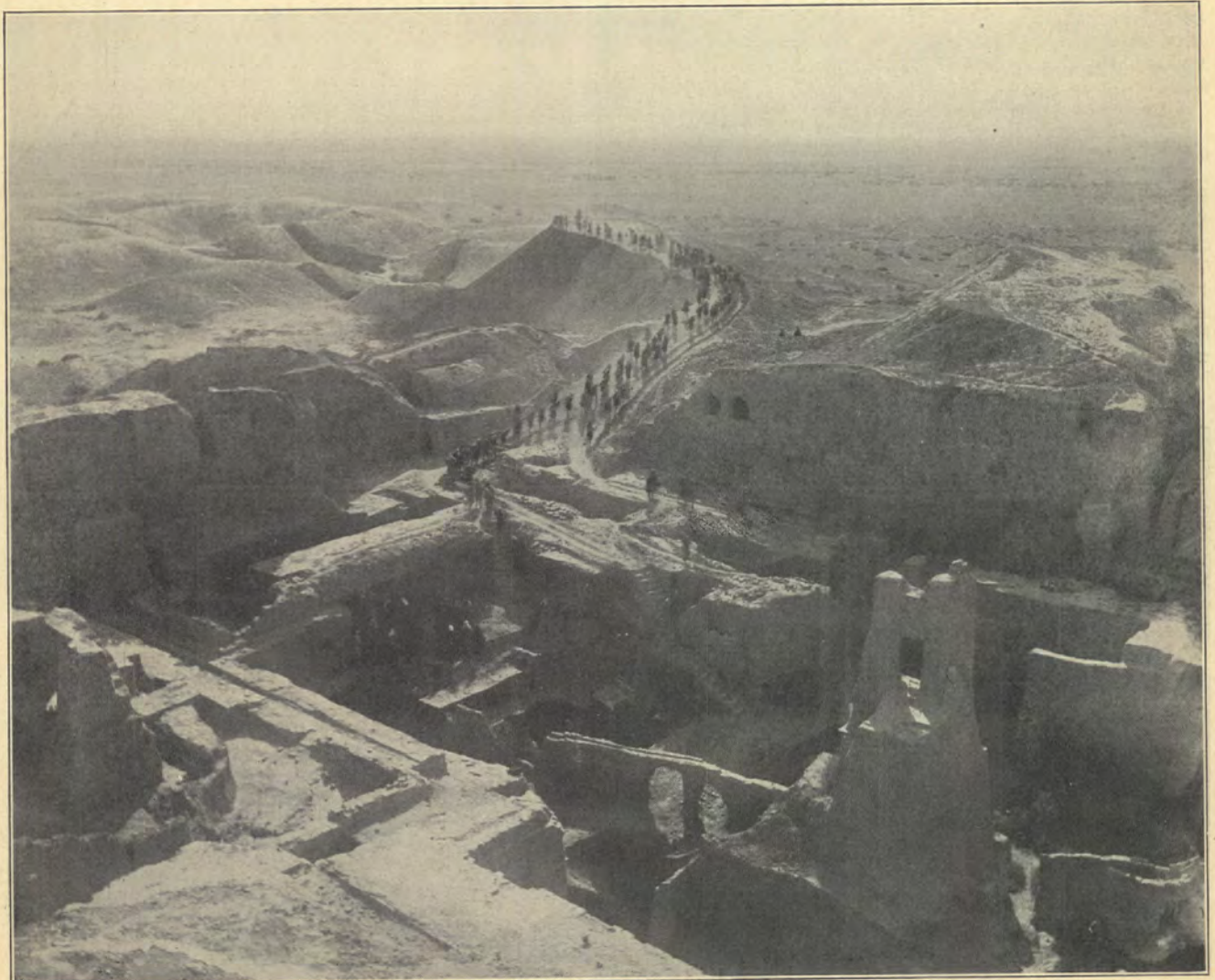
Assyrian dictionary. The dictionary will be made up entirely of words found in ancient tablets.

Safeguards for holding real estate were highly developed in Babylonia, played an important part in this civilization for thousands of years, and were much more advanced than anything that has yet been found in Egypt.

The oldest land contract was probably written in Sumerian in 3000 B. C. The Sumerians were the early inhabitants of Babylonia and the system of private land-tenure was firmly established at this early period when the buying, selling and donation of land was subject to fixed rules. A neat sun-dried tablet provides for the payment of so much copper for a field with a "supplementary" payment of so many loaves of bread, so much cloth, butter and oil for the house "which has been built upon the field."

A thousand years later land contracts had become standard in form and property was sometimes sold on credit.

Written in Assyrian after 2000 B. C. thousands of clay tablets, that lie wrapped in cotton in museums throughout the world, show that the "dotted line" was used freely in Babylonia and that in those ancient civilizations every sale of land had to be written to be legal. Before people knew how to write all contracts were necessarily oral and, for protection in case of dispute, witnesses were always present when a contract was made. After writing was invented, the written contract supplemented the word of



View from top of the ziggurat of the excavations at Nippur, University of Pennsylvania Museum Expedition to Babylonia, illustrating how archaeological researches are conducted

witnesses who were still considered very important legally; and their signatures always appear. The practice of having witnesses to legal papers prepared today comes down from this period.

From 3000 B. C. down to the Christian era the form of the documents transferring the land remained practically the same. First came a description of the land, its size



Deed recording purchase of portion of a house by the eldest from a younger brother. About 2,000 B. C. Tablet and case or envelope both shown

and exact location; then the names of the seller and the buyer and a statement that the land in question had been sold. Usually the price was paid at once but there are cases on record where the purchase was made on credit—this credit being a promise to pay written in the contract or made before witnesses. At the end of the contract was a note to the effect that the participants have corroborated the purchase by oath (similar to our oaths before notaries for legal papers); then followed the signatures and the names of witnesses.

The contracts were written by professional scribes and copies were made (not carbons—but another clay tablet laboriously inscribed). One copy was kept in the temple or some other public place for future reference and the other copy was retained by the buyer who filed it away in a jar in his home. The witnesses rolled their seals upon the tablets and if they did not possess a seal they made a mark on the tablets with the nail of the thumb. The tablets were baked, primarily to prevent tampering with the content.

The land was largely in the hands of the crown, the temples that correspond to the banks of today, and the great nobles or merchants who were landed proprietors. The land of the crown was almost entirely cultivated by the soldiers who were given a "fief-estate" in return for their services. "Fief-estates" could not be sold by the tenants. The temples often rented their land to farmers who paid their rent with a part of their harvests.

In 2500 B. C. a Babylonian king purchased some large tracts of land and had the transaction recorded in precise language on a large dark-green stone. It is worth noting that this king did not confiscate the land that he wanted but bought it from the owners in a perfectly legal way, which shows how firmly established were the rights of private ownership so many centuries ago.

But the times were uncertain and all rulers were not respecters of old laws. Predatory kings seized land sold or given away before their reign and disregarded the clay contracts, witnesses and all. And casting around for some means to insure the ownership of land, these ingenious people filled their real estate documents with awful curses to fall on anyone seeking to set these contracts aside.

People were not afraid of much in those days and the

law could not always be enforced, especially by a poor man against a king who might covet his little plot of ground. But everyone—beggar and king alike—feared the wrath of the gods; and from 1700 B. C. contracts transferring the land throughout Babylonia called down leprosy, drought and famine in the name of the gods on "anyone whatsoever who shall take away these lands." The curses were written at the end of the contracts and usually ended with a clause establishing "these boundaries forever."

"Whosoever in later days," reads a stone inscription written in this period, "an agent, a governor, or a prefect, or a superintendent, or an inspector, or any official whatsoever who shall rise up and be set over Bit-Khanbi and shall direct his mind to take away these lands, or shall lay claim to them, or cause a claim to be made to them or shall take them away, or cause them to be taken away, or shall side with evil, and shall return these lands to their province, or shall present them to a god or to the king . . . or to any other man . . . or because of the curse shall cause another to take them or shall cause another to remove this memorial-stone or shall cast it into a river or put in a well, or destroy it with a stone, or hide it in a place where it cannot be seen, upon that man may Anu, Enlil, Ea, and Nin-Makh, the great gods look with anger, and may they curse him with an evil curse that cannot be loosened! May Sin, the light of the bright heaven, with leprosy that never departs clothe his whole body, so that he may not be clean until the day of his death, but must roam about like a wild ass outside the wall of his city! . . . May Gula, the mighty physician, the great lady, put a grievous sickness in his body . . . May Adad, the ruler of heaven and earth overwhelm his fields, so that there may spring up abundantly weeds in place of green herbs and thorns in place of grain! May Nabu, the exalted minister, appoint him days of scarcity and drought as his destiny . . . His name, his seed, his offspring, his posterity, may they destroy in the mouth of widespread people!"

One undertook something in breaking a realty contract in those days!

Owners or lessees of land had certain duties imposed by law so that no harm might come to adjoining property. For example, irrigation canals had to be kept in good condition so they would not overflow the neighboring estates. A man who violated this law had to pay for any damage



Lease of a field with one-third of the crop as rental. About 2,000 B. C.

that might result from his neglect. The law also provided that land owners or lessees must keep boundary walls in good condition.

About 1800 B. C. an ancient scribe drew up a lease which was duly executed and which contained the requirement that the lessor keep the house in repair, a provision found in most leases today. The tablet reads:

"The whole house which is owned jointly by Awel-Sin,

the judge, and Ilushu-Ibni Sin-Ikisham, the scribe, has rented from (said) Awel-Sin and Ilushu-Ibni for one year. As the rent for one year he will pay five shekels of silver. He shall plaster the roof and strengthen the walls, the leesor will pay the expenses. As (the first) installment he has paid two shekels of silver."

There has been excavated a contract for a house lease for



Deed about 1940 B. C. Recording sale of a field

two years with part payment in advance and another where a contract provided that a field be given as security for money borrowed by its owner, the lender possessing the field until the loan is paid.

People today do not have to spend their time thinking up black curses to protect their real estate contracts; neither do they have to join another family and become cluttered up with a lot of new in-laws, but in spite of their quaint and curious methods, the ancient Babylonians began the long process of safeguarding real estate that has made it valuable down the centuries.



Mortgage about 500 B. C. Lands are pledged as security for debt payment

Miscellaneous News of Interest

The Alpena Abstract & Title Co., Alpena, Mich., George J. Ouelette, proprietor, has issued a booklet entitled "The Advantages of Special Services in Real Estate Transfers." This tells a mighty good story of the way the title office can help in realty transactions and the services it can render.

The Intermountain Title Guaranty Co., of Salt Lake City, Utah, has extended its operations and acquired the ownership of plants for the making of abstracts and issuing of title insurance policies in Salt Lake City, Ogden and Provo, Utah; Boise and Twin Falls, Idaho; and established agencies for the issuance of title insurance policies with abstracters in several counties of Utah, Idaho and Montana.

The Lawyers Title Insurance Corporation of Richmond, Va., has issued a folder entitled "Evidence." It lists the names of the various insurance companies, surety companies, banks, and mortgage companies that have approved the policies of the company.

Announcement was made today of the change of the corporate name of the Erie County Abstract Corporation, which owns practically all of the stock of the Buffalo Abstract and Title Company, to the Erie-Monroe Abstract Corporation.

The new company has purchased the capital stock of two Rochester concerns, the Abstract Guaranty Company and its subsidiary, the Title Guaranty Corporation. The three companies which are thus brought under the same control will continue to operate as individual units with the same offices, management and personnel that they now have.

The new combination represents the union of the oldest Title and Abstract interests of both Buffalo and Rochester. The Erie County Abstract Corporation and the Buffalo Abstract and Title Company are the outgrowth of the old Buffalo Abstract Guaranty Co., which was founded in 1891, while the Abstract Guaranty Company of Rochester is more than forty years old.

In the case of both the Rochester and Buffalo Companies the businesses were founded for the sole purpose of making abstracts and guaranteed tax and title searches. Some years later title insurance departments were added. The mortgage departments of the business are of the most recent origin. In both the Buffalo and the Rochester companies these departments play double roles—they loan money on first mortgages on improved business and residential properties and offer to investors guaranteed first mortgages and first mortgage certificates, issued under the supervision of the banking department of the state of New York. These four phases of the business will be continued in Buffalo by the Buffalo Abstract and Title Company and in Rochester by the two companies there.

The New York Title & Mortgage Co. has issued a booklet entitled "The Lien of Federal Court Judgments in the Various States of the Union." It was prepared by George S. Parsons, solicitor of the national title insurance department, and contains exceptionally valuable information on the subject.

The status of Federal Liens is described and outlined separately by each state.

The Burton Abstract & Title Co., Detroit, Mich., has been issuing some very interesting booklets telling of the history of various landmarks, changes and developments of certain communities and of the progress of the city. They were written by Clarence M. Burton, president of the company, and Detroit pioneer.

In one case a series of booklets was issued entitled "The Burton Records." Others have been issued treating separately of well-known landmarks that have experienced several changes in their history.

McCune Gill has found another way to present something of interest and profit. He has prepared a booklet containing a story under the name of "The Natural Bridge to Independence."

It reviews the growth and history of St. Louis and how fortunes and money have been made in real estate. It was prepared and issued with the intention of helping and stimulating the real estate market and is an example of how title information can be made interesting and used to advantage in a practical way.

Judgments Against Trustees--Their Force and Effect

Herbert Becker
Chicago, Ill.

In recent years there has been an enormous growth in the creation of trusts of every kind. With the highly efficient organization of trust companies, more testators have created trusts by their wills and family settlement trusts by trust agreements inter vivos have become quite common. Subdividers of great tracts of land have found it expedient to market their title through responsible trustees. Various modern inventions of financing real estate transactions, notably land trust certificates, require the medium of a trustee. The ownership of cooperative apartment buildings is most effectively accomplished for the benefit of the cooperative apartment owners by placing the title of the property in a trustee, and lastly, many business enterprises are now being conducted under trust agreements known as common law or Massachusetts trusts. These and a great variety of other transactions are bringing the business world more and more into contact with trustees and the vast amount of business transacted by trustees makes it a matter of practical importance to consider the effect of a judgment against a trustee; how such a judgment is enforced; against whom it may be enforced; and how a trustee may protect himself from personal liability on his trust obligations. An exhaustive search of the books has not disclosed a great abundance of material on this subject, but there is sufficient to be able to make an analysis, which it is hoped may be useful. In passing, it may be said that there is no distinction in regard to the subject under consideration between a trustee under a will, in a deed or a common law trust agreement.

For convenience, the subject may be best considered under five sub-heads:

1. Is a judgment against a trustee as such a lien upon the real estate held by the trustee in his capacity as trustee?
2. May real estate held by the judgment debtor in his capacity as trustee be sold under an execution based upon such judgment?
3. Is such a judgment a lien on the real estate of the judgment debtor owned by him in his own right?
4. Is there any form of judgment known to the law under which a judgment creditor may enforce his judgment against the trust estate?
5. How may a trustee protect himself from personal liability on his trust obligations?

Example.

Let us suppose for example that

John Doe, duly acting as trustee with the power to borrow money, in the exercise of his power, borrows the sum of \$1,000.00 and signs his name to a note, "John Doe, as trustee." He fails to pay the note, is sued in an action at law, and a judgment is recovered against him "as trustee." As trustee, under the same trust, John Doe holds the title to real estate. The judgment debtor causes execution to issue upon his judgment, levies on the real estate held by John Doe, as trustee, and sells it under the execution. This example will be referred to from time to time to illustrate the various points made in the course of this discussion.

1 and 2.

Sub-heads 1 and 2 are so closely connected that they may be discussed practically as one subject. At the very outset it may be definitely stated that the judgment given in our example is not a lien upon the trust property and the trust property cannot be sold at an execution sale.

Before proceeding to a demonstration of these propositions, it is essential to constantly bear in mind that trusts are the subjects exclusively of equity jurisdiction. With this always in mind it is easy to understand the conclusions here reached. In general, then, trust property cannot be sub-

jected to the claims of creditors by proceedings at law. There is excluded from this discussion the matter of judgment liens and execution sales of real estate, the title of which is held by a trustee under a secret trust. Such a title may in Illinois be sold on execution. In this respect the law of Illinois is different from the law of other States. This is due to the wording of our recording act. *Emmons v. Moore*, 85 Ill. 308; *Home Bank v. Peoria Trotting Society*, 206 Ill. 11. Some authorities will be referred to from other jurisdictions where secret trusts were involved, but where there was no recording act. The principles of those authorities are applicable here.

A few quotations from the leading authorities on this subject will serve to illustrate that a judgment against a trustee is not a lien on real estate held by such trustee in trust. Thus in *Huntt v. Townshend*, 31 Md. 336, the Supreme Court of Maryland, referring to a judgment against trustees, said:

"Such a proceeding is a breach of trust, and a judgment so confessed is not a lien upon the trust property."

In *Boardman v. Willard*, 73 Iowa 20, the title was in "George F. Woolston, trustee." A judgment was rendered against him as trustee. The Court said:

"The judgment was not a lien * * * for all the plaintiff obtained * * * was a lien on the interest of Woolston. If he had none, the plaintiff got none."

In *Wright v. Franklin Bank*, 59 Ohio State 80, 92, the Court said:

"Judgments against the trustee are not liens upon the lands held by him in trust for another."

The holdings of these courts are further substantiated by the following authorities: 15 R. C. L. 807; *Black on Judgments*, Sec. 421; *Hays v. Reger*, 102 Ind. 524; *Thomas v. Kennedy*, 24 Ia. 397.

It being clear, therefore, that a judgment against John Doe, as trustee is not a lien on real estate which John Doe holds as trustee, it must inevitably follow that such real estate cannot be sold on execution. Indeed this is the law and it will require very few citations to illustrate this.

The leading case is probably *Moore v. Stemmons*, 119 Mo. Appeal, 162 in which a judgment had been recovered against the trustees in their capacities as trustees. The judgment creditor had caused an execution to be issued and a levy to be made upon the trust property. The proceeding before the Supreme Court was a motion to quash the execution, which was granted. The Court said:



Herbert Becker

"An execution upon a judgment or decree against a trustee cannot be made to run against trust property."

In *Mallory v. Clark*, 9 *Abbott's Practice Reports*, 358, it was said:

"An execution issued upon a judgment cannot be levied upon the trust estate."

In *Osterman v. Baldwin*, 6 *Wall*, 122, the Supreme Court of the United States held that no title would pass by a sale of trust property under an execution. The Court said:

"If Holman had the bare, naked, legal title, without any beneficial interest in the property sold, and no possession, nothing passed by the sale."

Other authorities supporting this proposition are *Lee v. Wrixon*, 37 *Wash.* 50; *Smith v. McCann*, 24 *How.* 398; 1 *Freeman on Executions*, Sec. 173; 23 *C. J.* p. 343; 11 *Am. and Eng. Encyc. of Law*, p. 634; *Kleber on Judicial and Execution Sales*, Sec. 342; and *Hussey v. Arnold*, 185 *Mass.* 202.

The cases referred to do not all involve judgments which run against the debtor as trustee. Some involve judgments against the debtors individually, but as we shall see, there is no difference between these cases in principle, because a judgment against "John Doe" and a judgment against "John Doe, as trustee" have the same force and effect. They are both personal judgments. Therefore, the mode of enforcing the judgments is the same in this—that neither can be enforced against the trust property by any proceeding at law. In equity, of course, it becomes a matter of importance whether the judgment is based upon the individual liability of John Doe or whether the debt upon which it was based was incurred for the benefit of the trust estate (in ac-
the individual obligation of John Doe, in no event, either at law or in equity, can the trust estate be subjected to the payment of the debt. If, however, John Doe incurred the debt as trustee within his powers and for the benefit of the trust estate (in accordance with our example given at the outset), while the trust estate cannot at law be subjected to the payment of the debt, yet in equity it can. See *Hussey v. Arnold*, 185 *Mass.* 202 and *Zehbar v. Spillman*, 6 *Southern* 214 (*Fla.*). The cases are therefore, all in point, regardless of the form of the judgment. Some of the cases referred to involve almost the identical situation stated in our example. It is a remarkable fact that there appears to be no conflict in the cases found on this subject, from which it may be seen with what zeal courts of equity prevent interference with trusts by courts of law and how uniformly courts of law apply the principle of "hands off" to trust estates.

There is another important consideration in this connection, namely, that the rights of the beneficiaries are not and cannot be concluded by a judgment against a trustee. In such a proceeding beneficiaries are not parties. To subject their property to the lien of a judgment or to a sale upon execution based on a judgment

rendered in a proceeding at law in which they had no opportunity to be heard, would require the amendment of several constitutions. Black in his work on judgments in Section 585 says:

"The general rule is that in all proceedings affecting the trust estate, whether brought by or against third persons, the trustee and cestui que trust are so far independent of each other that the latter must be made a party to the suit in order to be bound by the judgment or decree rendered therein."

3.

We may now proceed to consider what effect the judgment rendered in our example will have on the individual property of John Doe. Is the judgment a lien upon John Doe's individual real estate even though it was incurred pursuant to powers given to John Doe as trustee and was for the benefit of the trust estate? The judgment is a lien upon John Doe's individual real estate. This follows from the law that the judgment thus rendered is a personal judgment and, of course, it being a personal judgment, it is enforceable against the individual property of the debtor, John Doe. Whatever may be the effect of the word "as" when placed before the word "trustee" in the laws of deeds, it is absolutely without force in the law of contracts and judgments. Contracts by or judgments against "John Doe," "John Doe, trustee," or "John Doe, as trustee" have the same force and effect. They are all personal contracts and judgments. In *Duvall v. Craig*, 2 *Wheat.* 45, the Supreme Court of the United States said:

If a trustee "chooses to bind himself by a personal covenant, he is liable at law for a breach thereof in the same manner as any other person, although he describes himself as covenanting as trustee, for in such case the covenant binds him personally, and the addition of the word 'as trustee' is but a matter of description * * *"

In *Dunham v. Blood*, 207 *Mass.* 512, the Court said:

"When a trustee, even if he is authorized to do so, borrows money in behalf of his trust and gives a note 'as trustee' the note is his individual note * * *"

To the same effect is *Carr v. Leahy*, 217 *Mass.* 440; *Taylor v. Davis*, 110 *U. S.* 330; and *Wahl v. Schmidt*, 307 *Ill.*, 341.

These authorities establish conclusively the proposition that a note or contract signed by "John Doe, as trustee" is his personal note or contract. It follows, therefore, that a personal judgment not only may be, but is the only kind which can be rendered against John Doe. Only three authorities were found which discussed this point. They were *Hussey v. Arnold*, *Zehbar v. Spillman* and *Huntt v. Townsend* supra. In *Hussey's* case the Court said:

"Actions at law upon such contracts must be brought against them and judgments run against them personally."

In the *Zehbar* case, the Court said:

"It is their personal note and the judgment would be a personal judgment against them to be satisfied out of their own property."

And in the *Huntt* case, the Court stated:

"Such a judgment can only bind the individual property of the parties who confess it."

The creditor of John Doe, who has secured a judgment against John Doe, as trustee, is therefore, not without remedy. He may collect his judgment against John Doe individually by execution and sale of John Doe's individual property. However, the creditor is not required to sue at law. In our example the creditor had a more direct remedy. He could have subjected the trust estate to the payment of the debt incurred by the trustee by a proceeding in equity against the trust property. To this proceeding in equity the trustee and the beneficiaries would be made parties defendant. In equity the court may subject the trust property to the payment of the debt. Authority if any be necessary for this point, is found in the few cases on this subject. We quote again from *Mallory v. Clark* in which the court commented on this remedy in these words:

"An execution of law could never be maintained to reach the estate by making the trustee defendant, but for such purpose resort must be had to a proceeding in equity."

In *Hussey v. Arnold* supra, the Supreme Court of Massachusetts said:

"Such debts, if proper charges upon the trust estate, can be paid from it under authority of a court of equity."

In *Zehbar v. Spillman* supra, this language occurs:

"In short, the trust property cannot be reached except by a proceeding in chancery to which the cestui que trust must be made parties."

The creditor's remedy is thus twofold. He may recover a judgment at law against John Doe, which is enforceable against John Doe's individual property or he may proceed in equity to subject the trust estate to the payment of the debt. The question immediately arises as to John Doe's recourse in the case where a judgment has been recovered against him as trustee and he has been compelled to pay it to avoid an execution sale of his individual property. Needless to say, John Doe, as trustee, has a remedy against the trust estate. In our example, he clearly has a remedy because he had the power to sign the note and incur the debt upon which the judgment was rendered. It is obvious if the creation of the debt was a breach of trust or he had no authority whatever for it, John Doe would have no recourse against the trust property.

The Supreme Court of the United States in *Taylor v. Davis* supra comments upon this in the following words:

"Of course, when a trustee acts in good faith for the benefit of the trust, he is entitled to indemnify himself for his engagements out of the estate in his hands and for this purpose a credit for his expenditures will be allowed in his accounts by the court having jurisdiction thereof."

4.

Another question of interest is whether any form of judgment is

known to the law under which trust property can be sold at an execution sale based upon a judgment at law against the trustee. An analogy might be sought in the prevalent form of judgments against receivers, which is made to run against "A, as receiver, to be paid out of the funds held by him as receiver." See *McNulta v. Ensich*, 134 Ill. 48. A similar form is used in judgments against executors and administrators. But due to the jealous exclusiveness of the jurisdiction of courts of equity over trusts and trustees, no form of judgment can be devised which the courts will recognize as the basis for subjecting trust property to an execution sale.

Judge Storey said in *Duvall v. Craig supra*:

"It is plain * * * there could have been no other judgment rendered against them (the trustees) for at law a judgment against a trustee in such special capacity is utterly unknown."

In *Moore v. Stemmons*, already referred to, the judgment against the trustee contained an express direction for satisfaction of the judgment out of the trust property. This judgment apparently attempted to follow the form of judgments used in cases of receivers. In setting aside the judgment, the Supreme Court of Missouri said:

"An execution upon a judgment or decree against the trustee cannot be made to run against the trust property."

In the *Zehbar* case the order for

the issue of the execution directed that execution be levied upon and collected out of the trust property. The Supreme Court of Florida expunged the order with these words:

"There is no authority of law for such an order."

In view of these decisions it is safe to assume that a judgment against "John Doe, as trustee" is a personal judgment against John Doe, regardless of any language in the judgment intended to give it any other effect.

5.

It remains now to consider one more aspect of the subject, namely the manner by which a trustee may protect himself from personal liability in dealing with trust matters and incurring debts on behalf of the trust estate. As has been before shown, to sign a contract or note "as trustee" is to incur merely a personal obligation. But if a trustee should sign a note "As trustee, and not individually," he thereby relieves himself from personal liability and no personal judgment, in fact, no judgment whatever should be rendered against him. Any similar stipulation added to the words "as trustee" to the effect that the trustee shall not be personally liable will protect him. In such case no judgment should be rendered against the trustee, but the creditor must resort to a court of equity and there subject the trust property to the

payment of the debt. Of course, as before stated, the trust estate is liable only in the event the trustee had the power to incur the debt or incurred the debt for the benefit of the trust estate. If the trustee, however, even in the face of a stipulation protecting him against personal responsibility, suffers a judgment to be rendered against him at law the judgment would be a personal judgment. The stipulation would be only a defense against the judgment before it is entered. If not asserted, the judgment becomes a valid personal judgment.

This manner of protecting himself against personal liability is specifically recognized by the cases. Thus in *Carr v. Leahy*, 217 Mass. 440, the court referred to this method as follows:

"If a trustee contracting for the benefit of a trust wants to protect himself from individual liability on the contract, he must stipulate that he is not to be personally responsible, but that the other party is to look solely to the trust estate."

And in *Austin v. Parker*, 317 Ill. 354, the court said:

"The rule is well settled that a guardian, executor, administrator, trustee, or other person acting in such relation, in a contract with third persons binds himself personally, unless he exacts an agreement from the person with whom he contracts to look to the funds of the estate exclusively; and this is true regardless of whether the charge is one for which the trustee may be reimbursed from the trust estate, as that is a matter wholly between him and the beneficiaries of the trust."

San Antonio, the Next Convention City

Well, as the monkey said—"It won't be long now!" Here it is July, and the twenty-third annual convention of the American Title Association is to meet in the historic and romantic city of San Antonio, Oct. 22, 23, 24 and 25.

The business program is about complete and the entertainment committees in the Alamo City are wrestling with the hot tamale, frijole and tortilla contractors down there in order to have these superb Mexican dishes built according to specifications and ready for the gang when it gathers. This is the information we get from Edward Raymond, convention manager.

There is no need for us to stress here the genuine hospitality of Texas folks, especially those around San Antonio, for their fame as hosts has been abroad in the land for many moons. But, we do want to call to your attention some of the historic and romantic attractions of this wonderful city.

Historically, San Antonio dates back to the year 1690 when the first expedition sent out by the Spanish Viceroy of the Province of Mexico to determine the purposes of French explorers who had made their headquarters near where the

city of New Orleans is now located looked down upon the verdant valley



San Juan de Capistrano Mission
(1731) San Antonio

of the river later named the San Antonio. Here they found a colony of the Tejas (meaning friendly) Indians. This name was later changed to Texas, which the state bears to this day. In the name Tejas, the *j* is pronounced as *h*, and in pronouncing the Indian name it is similar to the Spanish in that it is pronounced as *Tehsas*, the *h* being almost silent.

Of the five flags that have floated over San Antonio, this section has paid allegiance to only five nations. The French although their flag has flown over the city, never claimed this section. This encroachment of the French caused the Spanish Viceroy to send other expeditions into Texas for conquest and settlement, and in 1718 the first settlement was made here.

In the year 1731 the King of Spain sent fifteen families from the Canary Islands and this colony was the first officially recognized civic settlement of Texas under the name of San Fernando de Bexar (pronounced Bear.) Thirty years later this city, then renamed San Antonio, for Saint Anthony, became the capital of Texas which had, in 1836,

declared and won its freedom from Spanish and Mexican rule.

Until 1848, Texas was a republic and came into the Union on its own terms and became a part of the United States of America.

For more than half a century San Antonio was the center of conflict between the royalists of Spain and the Mexican revolutionists, and Military Plaza was the official execution grounds for satisfying the whims of the various garrison commanders.

Resolved to hold this immense territory against all intruders, King Ferdinand III of Spain encouraged the Franciscan monks to establish the missions to be used as churches and also as forts in case of attack. These missions are still standing in San Antonio today, and with the exception of the Alamo, are still used on Sundays for regular services. You will be taken through these ancient, historic and venerable edifices, nearly 200 years old, when you visit San Antonio during convention week.

San Antonio was an important military center during the Mexican War, the Civil War, and was made the largest military center of the United States during the late World War, when eight camps were built, and were later made permanent establishments. These have now been consolidated into four aviation centers and Fort Sam Houston, home of the famous Second Division and also headquarters of the Eighth Corps Area, embracing five states; the Arsenal and Camps Stanley and Bullis, artillery and rifle ranges.

Mention here has been made of the military importance of our next convention city because so many of the present membership of the American Title Association trained in the Alamo City during the late World War and no doubt are anxious to again visit the scenes surrounding their first war experiences.

In addition to its fame as the largest training center for the United States Army, San Antonio is the largest city in Texas, and also is a city of the first magnitude in manufacturing and commerce, and is the gateway to the Republic of Mexico.

Aside from its recognized standing as the largest military center in the United States, San Antonio is one of the most peaceful and hospitable cities in the entire South. The Army here weaves a colorful thread through the tapestry of San Antonio's daily life. Every branch of the service is represented here and the hearty

At Corpus Christi—A Convention Side-trip



Fishing is at its best during the time of the 1929 convention

Note: It is reported that the string shown above is about an average day's catch for Henry Baldwin

cooperation between military and civil authorities in the entertainment of visitors and promotion of the welfare of the city is commented upon by the visitor.

Jealousy probably prompted the statement that "God, and the Army, made San Antonio." No one knows the origin of this statement but God has certainly been good to San Antonio and South Texas. Here will be found the most delightful all-year climate in the United States, not barring California or Florida. There is no rainy season, no storms, tidal waves, fogs or earthquakes. And there has never been a case of heat prostration in the city of San Antonio. So don't let anything keep you away from this convention.

The name of San Antonio conjures a picture of intoxicating sunlight, haunted by the memories of a romantic past; a city of picturesque contrasts, set in a fertile valley; a spot so lovely that old world nations warred to own it, two hundred years ago.

Against this mellow background of its romantic history stands the San Antonio of today—the largest city in Texas, with its modern skyscrapers reaching thirty-five stories toward the sky jostling its ancient missions and cathedrals.

And today, as yesterday, men come to San Antonio to LIVE!—lured by the dazzling glory of its sunshine, the silver radiance of its moonlit nights, romance at every turn of the streets, the sparkling purity of its water and the delights of its wondrous climate.

Start making your plans now to attend the twenty-third annual convention of the American Title Association at sunny San Antonio, Oct. 21 to 26, this good year.

San Antonio awaits you with open arms and with a generous hospitality that knows no bounds or limitations. Just a visit to this historic city will be well worth your time and expense aside from the association with old friends and the value you will get from the business program at this convention. San Antonio is waiting!

Travel to the Convention with the Crowd!

Join the Gang at either Kansas City or St. Louis

HAVE YOU WRITTEN JIM ROHAN AND MADE YOUR RESERVATION?

501

Federal Liens Again

By Charles C. White, Cleveland, Ohio

The writer has no desire to add to the interminable wrangle about the lien of judgments in Federal Courts. He has already said all that he knows, probably more.

But like Daniel Webster in his famous reply to Hayne—Let's first get back to where we started from and read the law, Act of August 1, 1888, as it exists at present:

"That judgments and decrees rendered in a circuit or district court of the United States within any state, shall be liens on property throughout such state in the same manner and to the same extent and under the same conditions only as if such judgment had been rendered by a court of general jurisdiction of such state. Provided, That whenever the laws of any state require a judgment or decree of a state court to be registered, recorded, docketed, indexed, or any other thing to be done, in a particular manner, or in a certain office or county, or parish in the State of Louisiana, before a lien shall attach, this act shall be applicable therein whenever and only whenever the laws of such state shall authorize the judgment and decrees of the United States courts to be registered, recorded, docketed, indexed, or otherwise conformed to the rules and requirements relating to the judgments and decrees of the courts of the state."

Now it seems quite clear to the writer than an application of the following propositions to the judgment lien law of any state will settle the much discussed question of conformity or non-conformity.

1. It is not a question of *extending the lien of a federal judgment* beyond the limits of the county wherein the federal court judgment is rendered. That has "nothing to do with the case." It is a question of *confining the operation of a federal judgment the lien of which is prima facie co-extensive with the territorial limits of the federal district*, to the territorial limits of a county or other similar district in a state.

2. The first sentence of the Act of 1888 is a statutory declaration of the former judge-made law, to-wit, that the lien of any judgment is *prima facie* co-extensive with the territorial limits of the court rendering it.

3. The rest of the Act of 1888 simply provides a method whereby the *prima facie* territorial extent of a federal judgment may be cut down and confined within the limits of a county.

4. It is only by reason of the operation of federal law (judge-made law prior to 1888 and thereafter the Act of August 1, 1888) that judgments of federal courts

become liens within any state. All that any state legislature may do is to provide the machinery whereby the federal act may become operative. Those state laws which say in effect, "If, as, and when certain things are done the judgment of federal courts shall be a lien" have always seemed to the writer an impertinence.

Now it seems to the writer that the common sense of this whole matter may be summed up as follows:

(a) **If a judgment of a state court is a lien in county A, the county wherein the judgment is rendered, only upon registering, docketing, recording, indexing, etc., the lien of the judgment of a federal court in a district including county A may be confined to county A, if the state statutes provide the same machinery for registering, docketing, recording, indexing, etc., federal court judgments as is provided for the state court judgment.**

(b) **It seems to the writer that the only conformity contemplated by the Act of 1888 is between the lien of federal judgments and the lien of state court judgments in the county where rendered. When this conformity has been properly established by statute, all that was contemplated by the law of 1888 has been done. As is said by Chief Justice Taft in *Rhea vs. Smith*: "It is the inequality which permits a lien instantly to attach to the rendition of the judgment without more, in the state court which does not so attach in the federal court in that same county that prevents compliance with the requirement of Section 1 of the Act of 1888."**

(c) **It does not seem to the writer that the Act of August 1, 1888, contemplates any distinction between the effect of a federal court judgment in the county where the federal court happens to sit and its effect in other counties comprising the federal court district.**

Now let's apply these theories to the recent Iowa law concerning which there seems to be a difference of opinion. The law is as follows:

"11603. When judgment lien attaches. When the land lies in the county wherein the judgment of the district court of this state or of the circuit or district courts of the United States was rendered, the lien shall attach from the date of such rendition, but if in another it will not attach until an attested copy of the judgment is filed in the office of the clerk of the district court of the county in which the real estate lies.

"11604. Supreme court judgments. The lien of judgments of the supreme court of Iowa shall not attach to any real

estate until an attested copy of the judgment is filed in the office of the clerk of the district court of the county in which the real estate lies.

"11605. Docketing transcript. Such clerk shall, on the filing of such transcript of the judgment of the supreme or district court of this state or of the circuit or district court of the United States in his office, immediately proceed to docket and index the same, in the same manner as though rendered in the court of his own county."

Now let's take Section 11603 and see what happens:

Judgment in a federal court sitting in County A.

Judgment in a state court sitting in County B.

The state court judgment is a lien in County B as soon as rendered. The federal court judgment is not a lien in County B until an attested copy of the judgment is filed therein.

Is this conformity? Mr. Parsons in his article in *The Lawyer and Banker*, Nov. Dec. 1928 issue, says it is; a writer in *Iowa Law Review* for December, 1928, says it is; our friend E. F. Dougherty says it is; and we infer that Mr. Hackman so considers it, since he does not list it among the non-conforming statutes in his article in the January-February, 1929, issue of *The Lawyer and Banker*. With all due deference to these men, for all of whose opinions we have a high regard, we simply can not agree with them that the Iowa statute is a proper conformity statute.

If the Iowa statute (and similar statutes in other states) is a good conformity statute, it necessarily follows that the writer has been wrong all these years in his contention that a state whose judgments are a lien from rendition, are in no position to take advantage of the federal law. The writer may be wrong, of course, and he is willing "to be shown."

It still seems to the writer that two things are necessary to a proper conformity statute:

First, provide that judgments in state courts shall not be a lien in the county where rendered until something other than rendition has been done.

Second, provide the machinery whereby the holder of a federal court judgment may avail himself of whatever process is necessary to make judgments in state courts a lien.

It seems to the writer that too many state legislatures seek to bring about conformity without rationalizing the law as to the lien of judgments in state courts. Like unto charity this is a matter wherein the start should be made at home.

Of Interest to Convention Visitors --- Texas Land Titles Have Historical Facts Since Flags of Six Nations Have Flown Over Its Soil

By W. C. Morris, Houston, Texas

The history of Texas has a direct bearing on the title to all land in the state.

It is not generally known that six separate governments have had control of Texas in its history. There is not another state in the union that has had the varied allegiances that this state has had, and for that reason there is not another state in the union which has land titles similar to Texas.

Every land title must begin with a sovereign government, and must continue in a regular chain of conveyances from the sovereign government down to the present owner, and when you consider that Texas has been under the dominion of six separate sovereign governments, you can easily recognize that the titles to land in Texas would be more or less complicated because of that fact.

Along the original Atlantic Coast or with the original colonies of the United States, their sovereign governments were England and Holland. For the early source of title to Texas and the Gulf Coast territory, one must look to the Spanish grants.

The history of Texas is not only glorious, but is unique. Few countries and no other state since the days when Nero ruled Rome, have given allegiance to six flags. Texas history begins in 1684 when La Salle was granted permission by the King of France to establish a colony at the mouth of the great river—the Mississippi.

La Salle in his exploration happened into many accidents. Some of his ships were captured by the Spanish. High wind and waves carried his vessel away from its destination, past the mouth of the Mississippi to the low-lying shores of one of the numerous bays on the Texas coast known as Matagorda Bay, and at this place, La Salle's vessel went aground. And it is said that a part of the original boat can still be seen at low tide. La Salle's dream of colonizing Louisiana was never realized, but he, unknowingly, became the discoverer of Texas, and he established two (2) camps; one on the shore of the Matagorda Bay, and one on the present site of Indianola, a small coast town not many miles distant from his first place of landing. In both he built forts, as protection against the Indians, and above these two forts, and above the soil of Texas, flew the flag of France.

These two colonies came to grief and because of raids by the Indians and internal strife they were abandoned.

Ponce de Leon, voyager and discoverer for Spain, named this country Texas—which means in the Comanche Indian tongue "Friends."

Ponce de Leon found La Salle's colony abandoned and also learned from the Indians that La Salle had been dead two years, and under the direction of Spain, the Franciscan priests who were pledged to poverty and self-denial undertook the work to convert the savages to the Catholic religion.

Gentle but firm, these priests exercised a strange fascination over the Indians, and as a result, between 1714 and 1718, missions were built at Victoria, St. Augustine, Nacogdoches and Goliad.

The mission Alamo, originally built on the Rio Grande, in 1703, was removed to San Antonio in 1718 and in the year 1744 was rebuilt on the site where it now stands, Alamo Plaza, San Antonio.

The Spanish were thrifty home builders, and because of their progressiveness, San Antonio became well known and almost everyone who had business in Texas or Mexico traveled the old San Antonio highway.

The Gulf waters of Texas during this time were infested with pirates and Galveston Bay was a Pirate stronghold. Jean Lafitte, one of the boldest of these pirates, in 1816, sailed for Galveston Island where he established a miniature kingdom, which became the rendezvous for adventurers from all lands. Lafitte lived in great style in a richly furnished home, known as the "Red House," on Galveston Island, where loot was divided between followers and plans for pirate attack were formulated, and during this period of time, the earliest real settlement of Texas began, and over the State flew the flag of Spain. Many grants to land were issued by the Spanish Government, and some of these grants are still in effect, ratified and acknowledged by the treaties between the countries.

In 1824, Mexico became an independent nation, and in the meantime, Moses Austin, who originally came from Missouri, began the establishment of a colony in Texas.

Moses Austin died before his colony was founded, however, but he left to his son, Stephen Austin, the duty of carrying out colonization, and Stephen Austin chose the rich lands, lying between the Colorado and Brazos Rivers and allotted 640 acres to each married colonist, 140 acres to each child and 80 acres to the owners of each slave. They were to be free from taxation for six years.

The town that was established on this grant was San Felipe de Austin and became known far and near as a place of prosperity.

Texas, then, was a part of Mexico, and the Mexican flag flew over the boundaries of the state and all land titles during that period of time found their basis in grants from the Mexican government. The Mexican Government further decreed that Texas become united with Coahuila and titles to our Harris County property had their beginning under this Mexican Government.

Just a little after this, Santa Anna came upon the scene of Texas. He professed great love for the Texans and was elected president of Mexico, and it was during this period of time that the citizens of Texas appealed to him for separation of Texas from Coahuila.

Stephen Austin carried these petitions to the Mexican Congress, and while there he was seized by the Mexican Government and placed in jail for two years, after which time he was allowed to return to Texas.

The situation in Texas was gloomy indeed, as Mexico had forbidden the Americans to either locate in Texas or trade there. Criminals and disabled and diseased soldiers from the Mexican army were sent to Texas to settle. A strict military rule was enforced at the point of a bayonet, and at this period Texas sounded the call for the war of independence, and men poured into Texas from every quarter to rally around the banner of Austin, Houston, Bowie, and others whose names are well known in Texas history, and there Sam Houston was made commander-in-chief of the Texas army to be raised. On Mar. 6, 1835, the Mexicans fell upon the Alamo where the valiant Texans were butchered, and not a man was left to tell the tale.

The Texan war for independence is familiar to everyone. The decisive battle was held on the banks of Buffalo Bayou, near the city of Houston, at the spot now marked by the Sam Jacinto Battle Grounds.

Santa Anna left his main army at the Brazos and with one thousand men marched to Harrisburg, which he looted and burned.

The Texans fell upon the Mexicans at the bend of this bayou, completely cutting them off from escape, and the entire Mexican army received a decisive beating, Santa Anna himself being captured, and the independence of Texas was achieved. The declaration of Independence was signed at San Felipe, and in September, 1836, General Houston was elected president of Texas, and then the Lone Star flag of the independent republic

lic of Texas flew over the boundaries of this state and marked the fourth flag of a sovereign government in this state. Many of our land titles begin after this period of time out of the independent republic of Texas. The Lone State state flag was furled in 1845 when Texas was admitted to the Union and the flag of the United States stood dominion over the lands of this state.

Abraham Lincoln was elected president of the United States in 1860, and in the year 1861 Texas, with the other southern states, withdrew from the Union.

General Sam Houston was opposed to secession, but his sympathies were with Texas. He died on July 26, 1863, with the knowledge that one of his sons had entered the Confederate Army and had fought valiantly with nearly ninety thousand Texas soldiers who fought under the stars and bars for Lee and the Confederacy, and during this period of time the flag of the Confederacy of the south was the recognized flag of Texas.

Texas again changed flags on April 9, 1865, when General Robert E. Lee, beloved Southern warrior, surrendered at Appomattox Court House in Virginia to General U. S. Grant, and from that period, down over the State House at Austin flies the Stars and Stripes.

The title to any land is dependent upon the history of its state, and in addition, is dependent upon the lives and action of the people who have owned it.

The history of this state has given us

six sovereign governments, and Texas has been subjected to six separate flags. Each sovereign government has had supreme authority in the state, and the granting of land and the making of laws relating to land is a power and duty of sovereign

government. For that reason, Texas has been under many and varied rules and regulations of its land titles. Some of the titles to land in Texas begin with one government, while some titles begin with another government entirely.



Bird's-eye View of Alamo Plaza, San Antonio
1929 Convention City

New Orleans—Available to Convention Visitors



Jackson Square

LAW QUESTIONS AND THE COURTS' ANSWERS



Compiled from Recent
Court Decisions by

McCUNE GILL

Vice-President and Attorney
Title Insurance Corporation of St. Louis,
St. Louis, Mo.

What is effect of life tenant's deed under power in will, where directions of will are not followed?

It makes no difference in Tennessee because remainders are void in that state if the life tenant is given full power to sell or devise. In this case life tenant was given power to sell by deed with three witnesses but used only one. Vandecenter v. McMullen, 11 S. W. 2nd 867.

Is description good without name of State and County?

Held good if names of owner and bounding owners are given. Wilson v. Calhoun, 11 S. W. 2nd 906.

Can purchaser at foreclosure take title free from prior mortgage having wrong range number, of which he has actual notice?

He will take good title if the mortgagee in the foreclosed mortgage did not know of the prior mortgage. American v. Bray, 11 S. W. 2nd 1016 (Missouri).

Is purchase money mortgage superior to mechanic's lien against purchaser?

Usually is, even though mortgage is made subject to building loan. Prichard v. Causey, 12 S. W. 711 (Tennessee).

Does power to sell in will convert land into personalty?

It does if sale is mandatory or directed, and not merely discretionary; and provision requiring payment of large sums amounts to a mandatory direction. Cawker v. Dretzler 221 N. W. 401 (Wisconsin).

Can one beneficiary of trust sue another for partition?

No. Heiser v. Brehm, 221 N. W. 97 (Nebraska).

Is blank deed signed by wife good, when later signed by husband?

Not as to parties knowing the facts if the property is homestead. Storz v. Clarke, 221 N. W. 61 (Nebraska).

Does adoption of child revoke will?

It does in Michigan as to such child. In re Rendell, 221, N. W. 116.

Is unrecorded assignment of mortgage binding on subsequent lender?

Not in North Dakota, Holvick v. Black 221 N. W. 71.

Is a fee or easement reserved by deed from railroad "excepting and reserving the strip used for railroad purposes"?

Held an exception and that the railroad retained the fee. Newport v. Hatton, 271 Pac. 471 (California).

Is deed by corporation good after failure to pay license tax?

Deed held void in California even though corporation was merely suspended and not forfeited. Usher v. Henke, 271 Pac. 494.

Does plot without dedication establish streets?

Yes. Fritzgerald v. Smith, 271 Pac. 507 (California).

Is tax deed good if part of taxes are invalid?

No; deed is void. Wolfe v. Brooke, 271 Pac. 669 (Oklahoma).

Is acknowledgment of mortgage good?

No. Heitzman v. Hannah, 221 N. W. 470 (Iowa).

Can street improvement assessments be recovered if paid under protest?

No. Reliance v. City, 221 N. W. 290 (Michigan).

Is pasturing cattle considered adverse possession?

No. Bank v. Morrison, 221 N. W. 383 (Wisconsin).

Does reference to former deed cure defect in description?

Yes; as where beginning point is southwest corner instead of southeast corner, but deed containing correct description is referred to. Lee v. Long, 118 So. 320 (Louisiana).

Is lease to unlicensed foreign corporation good?

Held good in Alabama even where mercantile corporation intended to carry on its business in the store. Friedlander v. Deal, 118 So. 508.

Must option to purchase land be in writing?

Held not in Oregon even though connected with lease. Richardson v. Ruby, 271 Pac. 600.

Is actual occupancy necessary to assert homestead rights?

Mere intention to occupy at some future time is sufficient. McMullen v. Carlis, 271 Pac. 665 (Oklahoma).

Can water right be sold separate from land?

Yes, and it is real property. Twin Falls v. Shippen, 271 Pac. 579 (Idaho).

Is encroachment of walk binding on purchaser?

Held not if encroachment was not noticeable on casual inspection, even though it could have been discovered by survey. Ashton v. Buell, 271 Pac. 591 (Washington).

The Miscellaneous Index

Items of Interest About Title Folk and the Title Business

The value of title insurance for mortgage loans and particularly building and loan association securities has been stressed before these companies in articles in magazines reaching them.

President Wyckoff prepared an article published in BUILDING & LOAN NEWS and Vice President Stoney for the WESTERN BUILDING FORUM. Both of these have appeared in recent months.

The Union Title & Guaranty Co. of Detroit announces the appointment of Edward Straehle and Frank I. Kennedy as Assistant Vice Presidents.

Mr. Straehle is in charge of the title examining department and Mr. Kennedy in charge of the law division.

The POTTER LOG has recently made its appearance. It is the house organ of the Potter Title & Trust Co. of Pittsburgh and will be issued monthly. It is edited by and devoted to the interests of personnel of the company.

George Thalman, one of the hosts and representatives of the Burton Abstract & Title Co. at the Detroit Convention, sends word that he is leaving the title fraternity to become associated with the Capitol Savings & Loan Co., Lansing, Mich.

He will continue his residence in Detroit, being in charge of the company's office in that city.

His many friends and acquaintances will wish him the best of everything in his new work.

The Guarantee Abstract Co. of Georgetown, Texas, issues every Friday its LAND TITLE NEWS.

It appears printed on single sheets, punched for filing in ring binders, the binders having been furnished with the first issue to the company's customers and those on the mailing list.

It contains interesting news and information on title matters, with some good hints on title service.

Announcement is made of the election to the presidency of the new Commonwealth Title Co. of Philadelphia of Henry R. Robins.

Mr. Robins entered the title business in 1892 as a clerk in the Equitable Trust Co., later being elected vice president of the Real Estate Title Insurance & Trust Co., and vice president of the Land Title & Trust Co.

He was subsequently president of the Peoples Bank & Trust Co. and upon a consolidation and purchase of other companies by the Commonwealth Title Insurance Co. its vice president.

The new Commonwealth Title Co., of which he is now president, is owned by seven of the Philadelphia title companies, which have pooled their title plants for the purpose of consolidating the business of making searches and issuing policies, and has a capital of five million dollars.

The Provident Title Co., Philadelphia, which continues the business of the old Commonwealth Title Insurance Co., announces the advancement of C. Barton Brewster and Harry E. Jordan, title officers of the Commonwealth Co., to the positions of Vice Presidents and Title Officers of the Provident.

The Sayre Abstract, Title & Guaranty Co., Sayre, Okla., announces the completion of its new building and location for business in it July 1.

It has equipped itself with quarters and equipment of the last word in design and efficiency. This company is an example of the progressiveness and character of what an abstracter in a small town, or sparsely settled community, can build.

The Union Title Co. of Indianapolis, Ind., is another company that has joined the ranks of those issuing an attractive, interesting house organ for distribution to its clients and prospective customers.

It is entitled the UNION TITLE NEWS, will appear monthly, and is "issued in the interests of the real estate profession."

Harrison B. Riley, president of the Chicago Title & Trust Co., has issued his customary summer letter addressed "To my friends of the Chicago Bar."

In this one he desires to allay and set at rest the none-too-pleasing rumors that frequently are noised about hinting of the purchase or merger of that company by others. Comment is made that the company has long enjoyed and profited by its isolated position; is free from connections with lawyers, realtors, bank and bond houses and has proceeded upon its lonely way, lovingly helping everybody and harming no one; that it has had no part in diverting traffic from one person or institution to another person or institution; that in order to do business speedily and well the company early found it to be necessary to mind its own business and neither inclination nor necessity requires it to sell out to stockholders or patrons.

Mr. Riley's annual message is always anticipated by those accustomed to receiving them.

Probably one of the longest title guarantees ever issued was that recently delivered to the officials of the city of Huntington Park, Calif., by the Title Insurance & Trust Co. of Los Angeles.

It was for use in connection with the condemnation of certain streets and alleys in that city, covered 221 different parcels of land and the guarantee itself was of 513 pages.

The Security Abstract Co. of Independence, Kans., is one abstract company that is going after escrow business and building up a growing and profitable department.

Fred Wilkin of the company has outlined an energetic advertising and business getting campaign of direct mail matter that certainly has an appeal and tells of the merits of such service.

An escrow business is something that presents a logical and possible paying sideline for the abstract office.

The Title & Trust Co. of Peoria, Ill., announces the opening of a branch office in Pekin.

The expansion will provide abstract and title insurance service for Tazewell County.

Much of the material used in TITLE NEWS is used by the association members for advertising, in talks to real estate boards, newspaper articles and many other ways. Any member is free and welcome to use at any time, anything that comes to him from the association.

McCune Gill's articles and court decisions are not only very popular but made use of many times and in quite some novel ways.

The new title insurance law recently passed by the Texas legislature permits those qualifying thereunder to add mortgage and trust business departments to their organizations.

This has resulted in the changing of the names of some of the long known and established companies. Among them to make the announcement already are: The Guaranty Title & Trust Co., Corpus Christi, formerly the Guaranty Title Co., and the Scott Title & Trust Co., Paris, formerly the Scott Title Co.

The American Title Association

Officers, 1929

General Organization

President
E. C. Wyckoff, Newark, N. J.,
Vice President, Fidelity Union
Title & Mortgage Guaranty
Company.

Vice President
Donzel Sfoney, San Francisco,
California, Vice President and
Manager, Title Insurance and
Guaranty Co.

Treasurer
J. M. Whitsitt, Nashville, Tenn.,

President, Guaranty Title Trust
Company.

Executive Secretary
Richard B. Hall, Kansas City, Mo.,
905 Midland Building.

Executive Committee
(The President, Vice President,
Treasurer, Retiring President, and
Chairmen of the Sections, ex-of-
ficio, and the following elected
members compose the Executive
Committee. The Vice President of

the Association is the Chairman
of the Committee.)

Term Ending 1929
Walter M. Daly, Portland, Ore.,
President, Title and Trust Com-
pany.

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

J. M. Dall, Chicago, Ill., Vice
President, Chicago Title and
Trust Company.

Terming Ending 1930
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.

Paul Jones, Cleveland, Ohio, Vice-
President, Guarantee Title and
Trust Company.

**Councillor to Chamber of Com-
merce of United States**
Fred P. Condit, 176 Broadway,
New York City.

Sections and Committees

Abstracters Section

Chairman, James S. Johns, Pendle-
ton, Ore., Vice President, Hart-
man Abstract Co.

Vice-Chairman, W. B. Clarke,
Miles City, Mont. President,
Custer Abstract Co.

Secretary, E. P. Harding, Wichita
Falls, Tex. Manager, Central
Abstract Co.

Title Insurance Section

Chairman, Edwin H. Lindow, Det-
roit, Mich. Vice-President,
Union Title and Guaranty Co.

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

Secretary, R. O. Huff, San An-
tonio, Tex. President, Texas
Title Guaranty Co.

Title Examiners Section

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

Vice-Chairman, Elwood C. Smith,
Newburgh, N. Y. President, Hud-
son Counties Title & Mortgage
Co.

Secretary, R. Allen Stephens,
Springfield, Ill., Brown, Hay &
Stephens.

Program Committee, 1929 Convention

E. C. Wyckoff, (the President),
Chairman, Newark, N. J.

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

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

Stuart O'Melveny, (Chairman,
Title Examiners Section), Los
Angeles, Calif.

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

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N. Y., Chairman Westchester
Title & Trust Co.

Harry Paschal, Atlanta, Georgia
Atlanta Title & Trust Co.

George Batchelor, Indianapolis,
Indiana, State Life Insurance Co.

Olaf I. Rove, Milwaukee, Wiscon-
sin, Northwestern Mutual Life
Insurance Co.

R. K. MacConnell, Pittsburgh, Pa.,
Title Guaranty Co.

John F. Keough, Los Angeles,
Calif., Title Guarantee & Trust
Co.

J. W. Woodford, Seattle, Washing-
ton, Lawyers & Realtors Title
Insurance Co.

Committee on Constitution and By-Laws

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sippi, Chairman Mississippi Ab-
stract & Title Guaranty Co.

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Trust Co.

Cornelius Doremus, Ridgewood,
New Jersey, Fidelity Title &
Mortgage Guaranty Co.

Committee on Cooperation

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braska, Chairman, Federal Land
Bank.

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California, California Title In-
surance Co.

L. S. Booth, Seattle, Washington,
Washington Title Insurance Co.

Chas. C. White, Cleveland, Ohio,
Land Title Abstract & Trust Co.

W. H. McNeal, New York, New
York Title & Mortgage Co., 135
Broadway.

Kenneth E. Rice, Chicago, Illinois,
Chicago Title & Trust Co.

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Chairman, Union Title & Guar-
anty Co.

Golding Fairfield, Denver, Colo.,
Title Guaranty Co.

Harvey Humphrey, Los Angeles,
Calif., Security Title Insurance
& Guaranty Co.

C. A. Vivian, Miami, Fla., Florida
Title Co.

Paul P. Pullen, Chicago, Ill.,
Chicago Title & Trust Co.

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Chairman, Land Title Insurance
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Union Title & Guaranty Co.

Donald B. Graham, Denver, Colo.,
Title Guaranty Co.

Fred Hall, Cleveland, Ohio, Land
Title Abstract & Trust Co.

Committee on Membership

Donald B. Graham, Denver, Colo.,
Chairman, Title Guaranty Co.

President and Secretary of each
state association.

Legislative Committee

R. O. Huff, San Antonio, Texas,
General Chairman.

District No. 1: (Wellington E.
Barton, Camden, N. J., District
Chairman).

New Jersey—Wellington E. Barto,
Camden, West Jersey Title &
Guaranty Co.

New York—H. R. Chittick, New
York City, Lawyers Title & Trust
Co., 160 Broadway.

Connecticut—Paul S. Chapman,
Bridgeport, Kelsey Title Co.

Rhode Island—Edward L. Singen,
Providence, Title Guaranty Co.
of Rhode Island.

Massachusetts—Theo. W. Ellis,
Springfield, Ellis Title & Con-
veyancing Co.

District No. 2: (Pierce Mecutchen,
Philadelphia, Pa., District Chair-
man).

Pennsylvania—Pierce Mecutchen,
Philadelphia, Real Estate Title
Insurance & Trust Co.

West Virginia—George E. Price,
Charleston, George Washington
Life Insurance Co.

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

District No. 3: (Richard P. Marks,
Jacksonville, Fla., District
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Florida—Richard P. Marks, Jack-
sonville, Title & Trust Co. of
Florida.

North Carolina—D. W. Sorrel,
Durham.

South Carolina—J. Waties Thomas,
c/o Thomas & Lumpkin, Colum-
bia.

Georgia—Hubert M. Rylee, Athens.

District No. 4: (Coit L. Blacker,
Columbus, Ohio, District Chair-
man).

Tennessee—John C. Adams, Mem-
phis, Bank of Commerce & Trust
Co.

Kentucky—Chas. A. Haeberle,
Louisville, Louisville Title Co.

Ohio—Coit L. Blacker, Columbus,
Guaranty Title & Trust Co.

Indiana—W. O. Elliott, Terre
Haute, Vigo Abstract Co.

District No. 5: (David P. Ander-
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Chairman).

Louisiana—W. E. Nesom, Shreve-
port, Caddo Abstract Co.

Alabama—David P. Anderson,
Birmingham, Alabama Title &
Trust Co.

Mississippi—F. M. Trussell, Jack-
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Co.

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Arkansas—W. A. Mercer, Little
Rock, Arkansas Abstract &
Guaranty Co.

Missouri—C. B. Vardeman, Kansas
City, Missouri Abstract & Title
Insurance Co.

Illinois—Arthur C. Marriott,
Wheaton Dupage Title Co.

District No. 7: (Ray Trucks, Bald-
win, Mich., District Chairman).

North Dakota—John L. Bowers,
Mandan, Mandan Abstract Co.

Minnesota—E. D. Boyce, Mankato,
Blue Earth County Abstract Co.

Wisconsin—Julius E. Roehr, Mil-
waukee, Milwaukee Abstract &
Title Guaranty Co.

Michigan—Ray Trucks, Baldwin,
Lake County Abstract Co.

District No. 8: (Frank N. Stepanek,
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South Dakota—A. L. Bodley,
Sioux Falls, Getty Abstract Co.

Iowa—Frank N. Stepanek, Cedar
Rapids, Linn County Abstract
Co.

Nebraska—Leo J. Crosby, Omaha,
Midland Title Co., Peters Trust
Bldg.

Wyoming—Kirk G. Hartung,
Cheyenne, Laramie County Ab-
stract Co.

District No. 9: (Ray McLain, Ok-
lahoma City, Okla., District
Chairman).

Kansas—Ernest McClure, Garnett,
White Abstract & Investment
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Oklahoma—Ray McLain, Oklahoma
City, American First Trust Co.

Colorado—Milton G. Gage, Sterling,
Platte Valley Title & Mortgage
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New Mexico—J. M. Avery, Santa
Fe, Avery-Bowman Co.

District No. 10:

Texas—Mildred A. Vogel, El Paso,
Stewart Title Guaranty Co.

District No. 11: (C. J. Struble,
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man).

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Oakland Title Insurance &
Guaranty Co.

Utah—Robert G. Kemp, Salt Lake
City, Intermountain Title
Guaranty Co.

Nevada—A. A. Hinman, Las
Vegas, Title & Trust Co.

Arizona—H. B. Wilkinson, Phen-
ix, Phoenix Title & Trust Co.

District No. 12: (A. W. Clarke,
Driggs, Idaho, District Chair-
man).

Washington—Elizabeth Osborne,
Yakima, Yakima Abstract &
Title Co.

Oregon—P. M. Janney, Medford,
Jackson County Abstract Co.

Montana—C. C. Johnson, Plenty-
wood, Sheridan County Abstract
Co.

Idaho—A. W. Clarke, Driggs,
Teton Abstract Co.

State Associations

507

Arkansas Title Association

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St. Francis County Abst. Co.
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Boutwell Abstract Co.

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Security Title Insurance & Guarantee Co.
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California Title Insurance Co.
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Oakland Title Ins. & Guaranty Co.
Sec.-Treas., Frank P. Doherty, Los Angeles.
Suite 519, 433 South Spring St.

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Title Guaranty Co.
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Boulder County Abst. of Title Co.

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Bridgeport Land & Title Company.
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Vice President, Chas. H. Mann, Jacksonville.
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Boise Trust Co.

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Allman-Gary Title Co.
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Van Buren County Abst. Office.

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Pryor Abstract Co.
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Secretary-Treasurer, E. D. Boyce, Mankato.
Blue Earth County Abst. Co.

Missouri Title Association

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Teton County Abstract Co.
2nd V. Pres., James T. Robinson, Choteau.
Teton County Abst. Co.
3rd V. Pres., Al Bohlander, Billings.
Abstract Guaranty Co.
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Plattsmouth.
Vice Pres., 2nd Dist., Leo J. Crosby, Omaha.
Vice Pres., 3rd Dist., W. C. Weitzel, Albion.
Vice Pres., 4th Dist., Joel Hanson, Osceola.
Vice Pres., 5th Dist., E. E. McKee, York.
Vice Pres., 6th Dist., J. D. Emerick, Alliance.
Secy.-Treas., Guy E. Johnson, Wahoo.
Hamilton & Johnson.

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West Jersey Title Ins. Co.
2nd V.-Pres., Frederick Conger, Hackensack.
Peoples Tr. & Grty. Co.
Secretary, Stephen H. McDermott, Ashbury Park.
Monmouth Title & Mortf Grty. Co.
Treasurer, Arthur Corbin, Passiac.
Grty. Mort. & Title Ins. Co.

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Southwestern Abstract & Title Co.
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Bernalillo County Abstract & Title Co.
Secretary-Treasurer, Beatrice Chauvenet, Sante Fe.
Avery-Bowman Co.

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President, Elwood C. Smith, Newburgh.
Hudson Counties Title & Mortgage Co.
Vice Pres. Southern Sec., S. A. Clark, 176 Broadway, New York.
Vice Pres. Central Sec., C. A. Dawley, Syracuse.
Syracuse Title & Guaranty Co.
Vice Pres. Western Sec., William W. Smith, Buffalo.
Buffalo Abst. & Title Co.
Treasurer, Fred P. Condit, New York.
Title Guarantee & Trust Co.
Secretary, S. H. Evans, New York.
149 Broadway.

North Dakota Title Association

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McHenry County Abst. Co.
Vice Pres., Wm. Barclay, Finley.
M. B. Cassell & Co.
Secy.-Treas., A. J. Arnot, Bismarck.
Burleigh Co. Abst. Co.

Ohio Title Association

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Wayne County Abst. Co.
Vice Pres., V. A. Bennehoff, Tiffin.
Seneca Mortgage Co.
Secy.-Treas., Leo S. Werner, Toledo.
Title Guarantee & Trust Co.

Oklahoma Title Association

President, E. O. Sloan, Duncan.
Duncan Abstract Co.
Vice-President, Leo A. Moore, Claremore.
Johnston Abstract & Loan Co.
Secretary-Treasurer, J. W. Banker, Tahlequah.
Cherokee Capitol Abstract Co.

Oregon Title Association

President, George H. Crowell, Albany.
Linn County Abstract Co.
1st Vice President, B. F. Wyld, LaGrande.
Abstract & Title Co.
2nd Vice President, W. E. Hanson, Salem.
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