Title News

Vol. 8 *AUGUST, 1929* *No. 8*

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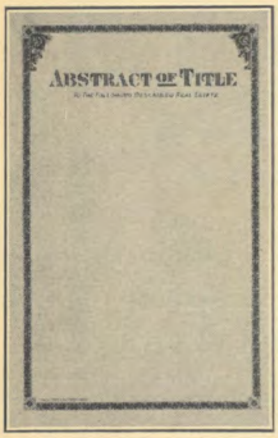
NEW DESIGNS

in Abstract Covers, Caption Sheets, Index Sheets and Certificates



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Post-Convention Tour

A Wonderful Trip through Old Mexico to Mexico City

Itinerary

1st Day Leave San Antonio — 11:30 P. M.
Via I. & G. N. R. R.
Sleeping cars open for occupancy at 10:00 P. M.

2nd Day Arrive Laredo — 6:30 A. M.
(International Boundary line)
The Mexican Custom examination will be prompt, courteous and lenient.
The route from Laredo is via Monterey, Saltillo, Vanegas and San Lui Potosi.

3rd Day Enroute

4th Day Arrive Mexico City — 6:25 P. M.
Via National Railway of Mexico.
Accommodations "Hotel Geneva"
Double room with bath for two days.

5th Day At Mexico City;
Three hour auto tour of the City and points of interest, including the National Museum.

6th Day At Mexico City;
Automobile ride will be furnished to Chapultepac Park an dthe Floating Gardens of Xochilmilco. Opportunity will be provided to follow the local custom and go to the Alameda for the band concerts.

6th Day Leave Mexico City — 6:30 P. M.
Via National Railway of Mexico
Pullman Accommodations—Lower berth.

7th Day Arrive Guadalajara — 8:55 A. M.
Accommodations "San Francisco Hotel"
Double room with bath.
This is pronounced by many travelers to be the most beautiful city in Mexico, with its clean, well paved streets, numerous parks and gardens filled with tropical trees and plants, splendid public buildings and its churches of dazzling whiteness and its arched portals go well to prove the claim. In the afternoon a trip by automobile around the city will be enjoyed.

8th Day At Guadalajara.
This will be devoted to an excursion by Automobile and a sail on Lake Chapala, which compares favorably with the lakes of Switzerland. Leave Guadalajara — 5:30 P. M.
via National Railway of Mexico
Pullman accommodations—lower berth.

9th Day Arrive Mexico City — 8:15 A. M.
This day in Mexico City for independent action.
Leave Mexico City — 9:00 P. M.
Via National Railway of Mexico
Pullman accommodations—lower berth.

10th Day Enroute

11th Day Arrive San Antonio — 1:50 P. M.
Via I. & G. N. R. R.

Rates and Reservations

The following per capita charges do not include any meals, but all other expenses incidental to travel, viz: rail transportation, Pullman space, hotel accommodations on the basis of outside double rooms with bath, sightseeing as incorporated in the itinerary attached, and the services of an experienced escort through the trip:

Two persons to a lower berth each	$185.25
One person to an upper berth	198.35
One person to a lower berth	207.15
Three persons to a drawing room each	215.99
Two persons to a drawing room	242.30

The above prices are predicated on sufficient number of passengers to operate at least one sleeping car.

Make Reservations IMMEDIATELY With

JAMES M. ROHAN, ***Chairman Transportation Committee***
7913 Forsythe Blvd., Clayton, Mo.

Things to See—And Some Things You Won't See in Sunny San Antonio, Texas—Next Convention City

1. You won't see native Texans with horns. They don't wear 'em, and never did.

2. You won't see a six-shooter on any one except the officers of the law, and we don't need many of them.

3. You won't see a longhorn steer, a famous Texas product, unless you visit the city's 100-acre zoo or the Witte Memorial Museum.

4. You won't see a Texas Mustang pony. These ponies have gone the same way with the famed Texas Longhorn—both have done their bit toward laying a foundation of wealth for the Texas of today, but both have disappeared in favor of high blooded stock.

5. You will see in San Antonio one of the three most distinctive cities in America, where historic buildings more than 200 years old still set complacently alongside their modern neighbors, some of which reach their lofty head from fourteen to thirty-five stories above the streets.

6. While in San Antonio you will be in the second healthiest town in all America, where the purest of artesian water, that never sees the light of day until it runs from the tap in your room, makes an epidemic from this source impossible.

7. You will see in San Antonio the most beautiful Municipal Auditorium in the South; right in the heart of the city; it seats 6,200 persons and has exhibit space of 32,000 square feet. Each year, during March, the Chicago Civic Opera Company plays a series of performances here.

8. The largest outdoor zoological gardens in the South are in San Antonio. The more than 450 animals and birds are located as near as possible in their natural environment and the entire display, covering more than 100 acres, may be viewed while seated in your automobile, as driveways lead by each of the pens and cages and islands upon which the animals and birds are made to feel at home.

9. To attempt to give you even a fair description of the beauty and charm of this old-world city in its modern setting would take more than two or three complete issues of Title News. So come see for yourself.

10. Innumerable side trips by automobile, train, motor bus or airplane are available daily to all sections of South Texas and the border cities of Old Mexico.

11. San Antonio hospitality is well-known as typical of the Old South and San Antonians want you to know they are looking forward with considerable pleasure to your forthcoming convention visit on Oct. 22 to 25 inclusive, and that nothing is being left undone to add to your pleasure.

TITLE NEWS

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The American Title Association

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Vol. 8 AUGUST, 1929 No. 8

Editor's Page

THE air is charged with convention atmosphere. It sure won't be long now. A regular army is busy getting ready for the affair. Telegrams and letters are flying back and forth, plans being made, details arranged and settled and everything being made ready.

Every officer of the National Association and all the committeemen, as well as a great many others, are hard at it. Down in San Antonio they're certainly moving about.

It is going to be a great meeting, with a practical, valuable program and a wonderful lot of entertainment. Few can realize what a task it is to stage the Annual Convention, and even less realize what it would mean for them to attend.

So get things ready to attend this one. You cannot afford to stay away.

EVERYONE has received the various letters and information about the meeting. Have you answered, as requested?

First—*Send in your hotel reservation application NOW! This is most important.*

Second—*If you are going via St. Louis or Kansas City and can take the Special leaving both places Saturday night, Oct. 19, let Jim Rohan know about it RIGHT AWAY!*

Third—*Don't overlook the Post-Convention Tour into old Mexico. If you are going, most assuredly make your reservations AT ONCE.*

THE program is still in the milling but is nearly completed and settled in every detail. It is going to be a real one—in fact we are tempted to and can say, the best ever presented.

The September TITLE NEWS will contain an outline of it.

The regular sessions are going to furnish some real things, and indications point that the open forum meetings in the evenings will be about the liveliest sessions ever staged. There are a lot of things going on in the title business right now and they need to be hashed over pretty thoroughly.

Don't risk this!

Mail that Hotel Reservation NOW!

AS usual, I wish it were possible to impress upon those in the vicinity of the convention city the opportunity that is afforded for them to attend a national meeting.

Each year sees the convention held in a new territory, which gives an opportunity for those near by to go at a minimum of time, expense and effort.

The states of New Mexico, Colorado, Kansas, Oklahoma, Nebraska, Kansas, Iowa, Missouri, and Texas should send hundreds to San Antonio.

The chances are that it will be some few years before it will be held in such a close vicinity to them. Wonder how many from those states will register.

THE Regular Winter Tourist Rate will be in effect on all railroads. This gives a substantial saving on the round-trip fare, allows a choice of routes coming and going, stop-overs at any and all places, and is good until next spring.

Many contemplate driving in their cars and this convention makes that very attractive because of the fine roads and what should be the best climatic conditions.

The Plaza Hotel offers most reasonable rates, exceptional in fact for the class of accommodations.

All these things are added inducements for attending.

THE feature article of this issue is written by John T. Kenney, one of the founders of the Association and its early officers. It is very appropriate and interesting and his many friends will be pleased to see his picture and thoughts in print.

He is president of the Dane Abstract of Title Co., Madison, Wis.

Pacific Coast Delegation

All those from the Pacific Northwest to the Southernest part of Southern California should join this crowd!

It will gain in size, numbers and momentum, as all journey to Los Angeles to congregate and then all together via Southern Pacific to

San Antonio and the Convention

For Particulars and Reservations Write to

R. F. Chilcott, 250 Montgomery St., San Francisco, Cal.

Join the Special

Those who can route their trip via either St. Louis or Kansas City should do so and join the gang enroute to San Antonio leaving either place Saturday Evening, October 19th, on the Katy-Texas Special

Departure from St. Louis - - - - 6:30 P. M.
" " Kansas City - - - 10:10 P. M.

Trains converge at Muskogee next morning for all day ride to San Antonio, arriving Sunday evening, October 20th, 8:30 P. M.

Make Your Reservations NOW, Giving Full Information About Number in Party, Pullman Space Desired, Etc., to

JAMES M. ROHAN, *Chairman Transportation Committee*
7913 Forsythe Blvd., CLAYTON, MO.

The Fable of the Wisdom of the Sheiks Asses!

AT THE beginning of things, when the world was young, the donkey was esteemed by all the tribes of man as the wisest of all animals. The good Sheik Ab-stract-er owned a great herd of these sagacious beasts which was the pride and joy of his life.

Other Sheiks from miles around came to listen and marvel at the wisdom of the herd. At such a time came even the Prophet himself—most learned and wise of all the sons of the East. With much glowing of pride, Ab-stract-er led him out to look over the herd and said:

"Behold, oh, Prophet, the wise and talented asses. Converse with them, test them, and see if they are not verily wiser than forty trees full of owls."

Then the Prophet addressed the asses: "Let us test your wisdom," said he. "Answer me this question: What should an ass require for a three days' journey?"

And they counselled among themselves and then made reply: "For a three days' journey, oh, Prophet, any ass must have three bags of dates and six bundles of hay."

And the Prophet looked very wise and satisfied. Then he spake: "Very good, that soundeth like a fair and proper price."

Whereupon Ab-stract-er broke into loud chuckles and said, "Did I not tell you they were passing wise?"

But the Prophet raiseth his hand for attention and said, "Wait."

Then he again addressed the asses. "I have for one of you a three days' journey, but I will not give three bags of dates and six bundles of hay for making it. Let him who will go for less stand forth."

And behold there was a great commotion; they all stood forth and began to talk at once. One would go for two bags of dates and six bundles of hay, then another for one bag of dates and three bundles of hay, until finally one specially long-eared ass agreed to go for one bundle of hay.

Then spake the Prophet: "Fools, all of you, and the biggest fool of all, you long-eared one, and I shall christen thee Jack-ass, for you cannot even live for three days on one bundle of hay, much less profit from the journey and thy work."

"True," the long-eared one replied, "but I wanted to get the order."

Which made the Prophet laugh, and the Sheik Ab-stract-er looked very puzzled and disappointed.

And from that far-off day to this, asses have been known as fools, and price cutters as asinine business men.

For it mattereth not that it be to sell an article, manufacture a product, render a service or perform a task, for less than it cost or is worth or by concessions, he who secureth orders by such things does so by the fool's method.

The American Title Association

August 25, 1929

To All Members of the American Title Association:

Please read these few lines.

I am assuming that I know you all well enough to urge upon you that if you have not already made arrangements for attending the American Title Association Convention at San Antonio, Texas, on October 22-25, 1929, there is no reason why you should not make immediate arrangements to do so. Instruction and pleasure both await you there.

So far as possible it would be mighty nice if you can go on the special trains which have been arranged, one of which leaves St. Louis and the other Kansas City, meeting at a junction point from whence everyone will travel to San Antonio.

There will be reports at the convention of things really accomplished during the past year and they will be most interesting. There will also be outlined the hopes of your officers as to what may be accomplished during the coming year. There will be opportunity for you to tell your officers what you want.

The larger the crowd the more enthusiastic it will be and the more opportunity for benefit from corridor and group talks. Many of these group conferences have paid delegates for their entire trip, as it is in these small groups that the fellows really get together and have heart-to-heart talks. The program suggests matters of interest to the various delegates and those interested in the same subject naturally drift together, usually in the privacy of somebody's room.

It really pays in dollars and cents to attend these conventions.

Very cordially yours,

Edward C. Wyckoff

Edward C. Wyckoff,
President.

Land Titles and Transfers

By John T. Kenney, Madison, Wis.

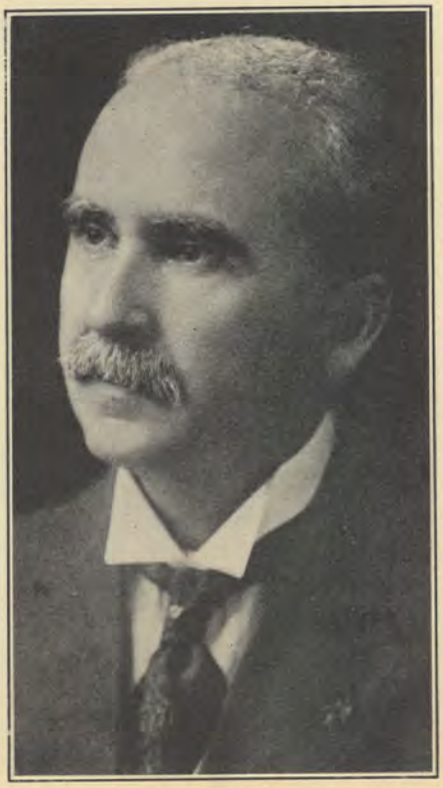
(An address given before the Madison Real Estate Board)

I suspect—strongly suspect—that the thing you would most like to have me tell you today, is not so much how best to handle land titles and transfers, abstracts and legal opinions, but rather how to do away with them altogether. I know how many of you feel. I suppose that nearly every real estate broker, at some time, has had an experience about like this: After working for days or perhaps weeks, or even months, to bring about a real estate deal which he is sure will be highly beneficial alike to both parties, and will likewise do no particular harm to himself and his family, he finally succeeds in bringing his parties into agreement. If he could close the deal at once everybody would be happy, but unfortunately, first, he must wait for the abstract; then for the legal opinion of the purchasers attorney; when this comes he finds, very likely, that various and sundry objections have been made to the abstract or title, or both. It is again necessary, therefore, to wait for affidavits or quit claim deeds or both, or perhaps for a quiet title suit to be brought and concluded. In the meantime, however, his customer has perhaps gotten cold feet and concluded not to sell, or the purchaser has seen something that he thinks he likes better and has concluded not to buy. Thus all his work goes for nothing, and that is the time the broker feels like damning everybody connected with our present land title system. He wonders why somebody doesn't devise something better, or why the legislature doesn't pass a law to simplify it. He is out for a change and ready to endorse any change that is suggested.

The Escrow Method of Closing Deals

Now at the outset I want to tell you that I do not believe you will ever get away from abstracts and legal opinions, in some form, as long as you continue to do business in this country under our present form of government. I will try to explain this later but right here I wish to suggest that I believe all, or nearly all, of the difficulties arising in cases like this could be readily avoided by adopting a somewhat different method of closing your deals. I refer to the escrow way—a method now in almost universal use in many places, and which is rapidly being extended throughout the whole West. Under this method, just as soon as the real estate man succeeds in bringing the minds of the seller and the purchaser together, he immediately takes them to the escrow office, which is the title company's office, and there has them each sign an escrow agreement, binding the one to sell and the other to buy as soon as the escrow officer finds that the title is a good and merchantable one. In addition the seller also at once signs a deed for the property to the purchaser, and the purchaser puts up the purchase money or such part of it as is necessary and satisfactory, with the escrow officer, together with the deed to the seller. The matter then is entirely in the hands of the escrow officer. As soon as the conditions of the agreement have been complied with, it is his business and duty to complete the deal without any further directions or authority from either party and even in fact over the objection of either party. He at once when satisfied, gives the seller his money, the purchaser his deed, the real estate broker his commission, the title company its fee, and the deal is closed.

Now, is there any good reason why this method could not at once be adopted and introduced here in Madison? I believe this Real Estate Board would have no difficulty whatever in doing so if it so decided. Of course I know that you have been using a very good form of "Offer to Purchase" which, upon being accepted and signed by the seller as well as the buyer, is supposed to be binding and probably is where there is a valuable consideration. The difficulty with the "Offer to Purchase" is, however, that it is *only an offer* to purchase which may always, at least until accepted, be withdrawn. Even then differences may arise as to the title, or otherwise, with no provision in the contract as to who is to decide them. It thus leaves the door open for either party to cause a great deal of trouble if he changes his mind about going ahead with the deal. A law suit is about the only alternative to losing it. Under the escrow contract these difficulties could not arise.



John T. Kenney

As To Changes In Our Title System

Now, as to the question of changing our land title system. I have said I do not believe it will ever come and I think a brief glance at its history will be sufficient to convince you of this. Our land title system began in the same way and upon the same day that our present form of government began, the Fourth of July in 1776. Prior to that time all land titles in this country were feudal, that is the title to all land in this country, not previously granted away, was in the king of Great Britain. Not the government, nor the people, of Great Britain, but the king, and even that which had been granted away was not held as independent or allodial titles such as we enjoy, but in some form of tenure. In other words, all those holding land, under the feudal system held it as tenants directly or indirectly of the King. There were many forms of this of which the most popular, you who have read Blackstone will remember, was copyhold. The Revolutionary War changed all this. By it the sovereignty of the king was eliminated and with it went also all and every claim of title, which he held to any land in this country. The only question that has ever arisen in this regard, is as to the exact time when this change took place. The courts in this country, holding that it occurred upon the signing of the Declaration of Independence while the courts of England held that it did not take place until the Treaty of Peace was signed in 1783. As to the fact that it did take place as a consequence of the Revolutionary War, there is no disagreement at all.

The First Great Title Question in America

Now an interesting fact to us in this connection is that the only land in this country of any importance which had not been previously granted away by the king was the old Northwest Territory, out of which the state of Wisconsin was cut, together with the four other states of Michigan, Minnesota, Ohio and Indiana. At once at the close of the Revolutionary War the question arose as to who succeeded the king to the title to this land. As in all cases where a long established title fails there were plenty of immediate claimants. In this instance it was mainly the colonies to the East. When their grants were made, the western boundaries were left somewhat vague and uncertain for two reasons

—first, no one knew how far the country extended to the west; and secondly, it was feared that serious resentment of the Indians would be aroused if a sweeping grant of all the land to the west was included. In consequence now each of these eastern colonies set up a claim to a slice of this old Northwest Territory. I believe there were also some other claims set up by some of those states to the south. This was one of the first great political questions arising in this country, but it was very sensibly and amicably settled finally by each of the separate colonies yielding its claim to the general government upon the express condition, however, that all this land be sold and the proceeds turned into the treasury of the national government, where, as you will remember it was very badly needed.

Second Great Land Title Development

As a consequence of this action, the second great step in the development of our land title system was taken by the decision to have a complete general survey made of all the land in this great territory. This decision was reached upon recommendation of a committee of Congress of which Thomas Jefferson and James Monroe were members. This was the first great general land survey ever made in the history of the world. Previous to this time the king never felt called upon to attempt anything of the kind for the reason that his grants were usually made to favorites and neither considered it important to fix the exact boundaries of the grant as this could be done at any time by the king whenever the question arose. Now, however, the situation was different, arising directly out of a business-like and democratic government and way of proceeding. The maps of this great survey as far as Wisconsin is concerned are to be found over here in the Land Office in the Capitol, and are constantly referred to as you know, by abstracters and others, and are always the basis and starting point of all our abstracts and titles.

The Kentucky Situation

No one who is not familiar with the situation in Kentucky and other states where no such survey as this had ever been made can appreciate the great advantage that this survey has been to us in clearing up title difficulties and tangles of all kinds. In Kentucky, for instance, patents were issued upon presentation of "metes and bounds" descriptions of lands which often overlapped or perhaps conflicted completely, thus creating title difficulties which in many instances, complicated titles right down to the present date, resulting in large losses to honest purchasers. The policy of making such surveys has ever since been followed with reference to all land newly acquired by our government, thus greatly simplifying all the land titles and description in all such territory.

The Constitution of the United States and Registration of Titles

The next great step in the development of our land title system was made when the constitution of the United States was adopted in 1789. Under our form of government, as you all know, we have three entirely separate and distinct departments of government in consequence of the adoption of this constitution. These are—legislative, executive, and judicial. This applies to land titles as well as everything else. It is impossible, therefore, to ever permanently effect in this country or any of its states while this constitution stands, any real or effective title registration such as exists in Australia, Canada, Turkey and some other parts of the world. The reason for this is very simple. The Register of Deeds, the officer who has charge of these registrations, to make it of any value, must be clothed with sufficient power to make his certificates of title valid and binding, that is—indefeasable. Now the Register of Deeds is merely a ministerial or minor executive officer. To give him such power as would make his certificates final and conclusive would be to lodge in his hands more than the authority of the Supreme Court of the United States. This cannot be done in this country although if the Legislature says so, there is nothing at all to prevent it in Australia or Canada or in other parts of the British Empire. There is, as you no doubt know, no written constitution in Great Britain. Whatever the Legislature says therefore to be law is the law regardless of however harsh its consequences may be in any particular case.

Our First Registration Laws

The first registration laws that we passed in this country were the so-called Torrens Laws adopted in Illinois and Ohio in 1894 or 1895, each of which in about a year, the Supreme Court of each of these states held to be unconstitutional and invalid, for the reason I have stated. As a consequence, the question arose at once upon the opening of the Ohio Legislature, in 1898, of which I happened to be a member, as to what should be done with this very lengthy and complicated law. Should it be repealed or amended? The question was referred to the judiciary committee of the Ohio House and by it referred to a sub-committee of three, of which I also happened to be a member. We were all very anxious to make the law workable and useful. None of us on the committee were in any way interested in the abstract or title business at that time and each of us would have been glad to have gotten rid forever of the tedious task of examining abstracts. After several weeks of careful investigation and study of the subject however, we unanimously decided that the bill could not be made workable and constitutional, and we therefore recommended unanimously its repeal. The full judiciary committee concurred in our report, and the bill was repealed without a dissenting vote in either house of the Ohio Legislature.

The situation in Illinois was somewhat different, on account of the burning of the Cook County Court House in Chicago, and the destruction of all the real estate records in the great fire of 1871, resulting in the consolidation of all the abstract companies then existing into a single company holding all of the records in existence prior to the fire as to land titles in Chicago. In an unwarranted effort to break this monopoly various modifications of the original law have been made, applying however, only to Cook County. Notwithstanding all these efforts but a very small percentage of the business of Chicago is done under this system, and this only at a comparatively very great and unnecessary expense to the tax payers of that county. In a number of other states similar laws have since been adopted, in an effort to introduce registration of titles for various political and other reasons, but nowhere has it accomplished anything of any particular value, and for the reasons I have stated, I think you can readily see that it is never likely to do so.

I am now, as you know, in no way connected with the abstract or title business, and can therefore speak freely without fear of having my motives questioned or misconstrued.

Hamilton Adds Final Touch

The final feature of our land title system was added when Alexander Hamilton secured the adoption of the law providing for one central general law office in Washington which has ever since been continued. Thus it may be seen that it is clearly a direct outgrowth of our form of government and a product of the same great minds foremost in the founding and development of that government.

The Lawyer and Legal Opinions

I want to say something about the relation of the lawyer to the real estate man. When the legal opinion comes in enumerating perhaps many objections to the abstract or title, it is customary I think for the real estate man to feel somewhat aggrieved, especially if the opinion is written by a somewhat inexperienced young lawyer. Having plenty of time at his disposal, the opinion in such instances is likely to be very careful, conscientious and complete. Probably your lawyer who is an older man, tells you that many of the objections raised are of little importance and perhaps this may be the case, but is it wise to take any chances on anything less than a complete statement of possible dangers?

One of your number told me recently of a case which illustrated this very well. He bought a farm from people whom he knew to be honest, also amply responsible financially. They assured him that everything was all right and he decided therefore, to accept their warranty deed without an abstract or legal opinion from his lawyer. Later however, having an opportunity to sell the farm at a very considerable advance in price, he decided to do so. His purchaser demanded an abstract which he submitted to his attorney for a legal opinion. This young man found upon examination, several serious defects—some old tax sales had not been redeemed, some old liens had not been cancelled of record although probably paid, and the parties who should have cancelled them could not be found.

A quiet title suit became necessary. The parties who sold the farm to him promptly told him to go ahead and do whatever was necessary to correct the title, and they would pay the expenses.

Before the quiet title suit could be concluded, however, his purchaser saw another farm he liked better and so refused to go ahead with his deal.

No one will ever induce this member of your body to again accept a deed from anybody without an abstract and legal assurance that the title is right.

Randolph Slave Case

The most striking case of this kind that has ever come to my notice is, I think, the Randolph Slave Case which occurred in Mercer County, Ohio, the county in which I practiced law for twelve years before coming to Madison.

This case arose under the will of John Randolph of Roanoke, the famous Virginia statesman. When he died he owned several hundred slaves which were to be given their freedom, not only upon his death, but in his will he also directed his executor, a man named Leigh, to come North into a free state and buy enough land to give each one of these slaves forty acres of land in fee simple. This executor happened to come to this, Mercer County, Ohio, and bought up a large part of the southern half of the county for this purpose. He then returned to Virginia for the slaves. Transportation in those days, about 1847, was not so rapid as today. There were no aeroplanes or automobiles and even very few railroads. He was compelled to transport the slaves overland except for a short distance on the Miami and Erie Canal. It was several months before he arrived with them at Piqua, Ohio, the nearest point from the canal to Mercer County. In the meantime the white settlers had learned of this matter and of his approach, and so organized a large and determined reception committee which met the slaves upon their arrival at Piqua with pitchforks and shot guns, with the result that the negroes took to the woods and never returned for 70 years. Thereupon the executor went ahead and sold all of these lands, mainly to thrifty German citizens, who cleared and drained the land, built roads, school houses and churches and in other ways increased the value from less than ten, to about two hundred dollars an acre.

Seventy years afterwards, or about 1907, a young colored man just admitted to the bar, fresh from an Indianapolis law school, appeared upon the scene at Celina, the county seat of Mercer County, and began to dig into the records.

A little later he succeeded in bringing about an organization of such of these slaves as were still living, and the heirs of the others, and collected from them a sufficient amount of money to interest a local law firm in his case. Suit was thereupon brought for the recovery of the title to all these lands which the executor had sold. The suit was based upon the following grounds chiefly:

1st. It was claimed the executor had authority only to *buy* the lands and transfer the title to the negroes, but no authority under the will or otherwise to *sell* them to any one else.

2nd. The confidence in this respect reposed in the executor constituted a trust, against which the Ohio statutes of limitation did not run, and that consequently no length of possession gave the purchasers of these lands any titles to them.

After several years preliminary legal sparring the case finally came to trial about 1912, and after a lengthy and very hard fought trial the court finally decided the case in favor of the purchasers from the executor, upon the very fine point of law that although it was, as claimed by the slaves, the executor had no authority to sell, and that it was in fact a trust, nevertheless it wasn't the precise kind of a trust against which the statutes did not run and consequently the prescriptive title of the purchasers was good.

The rather amusing thing about this case was that loans had been made upon these lands at various times by several very large insurance and loan companies in various parts of the United States who are supposed to employ some of the most careful and critical land title lawyers in America. None of them had ever raised this particular question as to these titles. It was left for this young colored man, just out of law school, to raise one of the most interesting land title questions ever litigated, at least in Ohio.

The Manorial Leasehold Cases

The most interesting land title cases ever tried in this country, it seems to me, and the ones which best illustrate the democratic character of our American land title system, are the famous Manorial leasehold cases arising in the state of New York immediately after the Revolution and which were not finally disposed of for almost a century and out of which that serious local disturbance known as the Anti-Rents Riots and Rebellions finally resulted.

These cases arose out of certain 999 year leaseholds given before the Revolution and which had some very harsh features. One of the most important of these was the so-called "Quarter Sales" clause. Under this provision, upon the sale of the leasehold the owner was required to turn over to his landlord one-fourth of the proceeds of the sale. The question immediately arose after the Revolution as to whether these leaseholds constituted valid leases under our constitution or were merely feudal tenures which were entirely wiped out and eliminated by that war. The courts decided promptly in several cases that they were valid leases and not feudal tenures. The people, however, were unwilling to accept these decisions as final and so the matter very quickly entered the domain of politics, and became a very serious political question resulting finally in the so-called "Anti-Rents Riots and Rebellions."

It was not until about eighty years from the time the controversy first arose, that it was finally settled in favor of the people. This was brought about through the election of a governor and other officers favorable to the contention of the people, including the judges of the Supreme Court, and finally by changing the constitution to agree with the sentiment of the people. This illustrates very clearly that in respect to land titles, as in everything else, the court of last resort in this country is not the Supreme Court of any state or even of the United States, but the people themselves.

Most Defects in Titles Due to Mistakes in Names and Descriptions

These cases and the defects which they illustrate are very unusual and exceptional. They represent only a very small percentage of the cases involving defects of title. The great majority of such cases arise out of mistakes in names and descriptions. The difficulty about names arises out of the fact that when a man buys land he does not usually prepare the instrument and is not required to sign it. His name therefore as written by some one else frequently is misspelled and misunderstood, as, for instance, the grantee in a deed may be a man who spells his name Braun. Such a name when written by another would most likely be spelled Brown. When it comes to selling the land and it is necessary for him to sign his own name then, of course, it would be written correctly—Braun. The discrepancy thus arising is one which every careful attorney would require to be corrected either by affidavit or quit claim. Such mistakes do not, however, begin to cause the trouble caused by mistakes in descriptions. More mistakes are caused by errors of this kind than all others combined. Very few people seem to realize that a mistake of a single figure or letter in a description may make the entire description altogether wrong by throwing it into a wrong section, quarter section, township or range. Before the mistake is discovered a judgment, mechanics or mortgage lien may intervene and cause serious loss and litigation. I have known of several such cases. Many mistakes are quite ludicrous and could very easily have been avoided by the exercise of very ordinary care and attention on the part of the person drawing the instrument.

Metes and Bounds Descriptions

Mistakes of this character are most frequent where "metes and bounds" descriptions are used. Either the starting point is wrong or indefinite, or the boundary lines are confused and incorrect, or both. For instance, a large number of lots in one village in this county which was not platted until after these lots had been sold, have for a common starting point "the place where the blacksmith shop stands"—this shop it seems was moved several times while in existence and after about twenty or thirty years disappeared altogether. These descriptions continued to be accepted and in some cases are very amusingly improved upon in indefiniteness, as in the case of one deed which I noticed not long ago, the word "shop" was, no doubt, accidentally omitted from the customary phrase, thus making the starting point of a long description read "the place where the blacksmith now stands" notwithstanding the fact that the blacksmith has long since been dead. Whether the starting point was in Celestial or Satanic regions was left for further investigation.

These errors are not confined to instruments executed by obscure notaries or country Justices of the Peace as sometimes supposed, but are frequently found in instruments executed by very prominent and able lawyers who sign their names to the acknowledgment without ever looking over the description at all, or if they do notice that it is indefinite, prefer not to take the time or go to the trouble or put their client to the expense of getting a correct description. Of course, these lawyers are not to blame if they are merely called upon to acknowledge these instruments and not requested to examine or pass upon them. Clients are seldom willing to pay for the time and trouble frequently necessary to get really correct descriptions, and lawyers, especially very busy ones, cannot be expected to go further than required by law when their client may not perhaps understand the importance of the matter and may therefore be unwilling to pay for this extra work.

Many of the descriptions appearing in solemn instruments of record, however, are scarcely more worth while than the one which Bill Nye gives us as to the location of an alleged ore deposit in a western county. "It cropped out," he said, "apparently a little southeast of a point where the arc of the orbit of Venus bisects the Milky Way, and ran due east eighty chains, three lengths and a swivel, thence south 15 paces and one-half to a blue spot in the sky, then proceeding westward eighty chains, three lengths of sausage and one-half to a fixed star, thence north across the lead to the place of beginning."

Supervision and Control of Public Land Title Records

Very nearly all of these difficulties could readily be overcome and avoided by the enactment of a law providing for some comparatively inexpensive inspection and supervision, in respect to the licensing of notaries and all other conveyancers. As the law at present exists probably in every state, almost anybody able to pay the usual small fee of two or three dollars can readily procure a license as a notary public, or even without such license if he happens to be elected a Justice of the Peace, can go ahead and make and acknowledge conveyances and all other instruments including wills and contracts of every kind, however complicated. There is no reason why this should longer be permitted or tolerated in this country. The authority should be lodged with some board to exercise this control and supervision in just the same way that such control and supervision are now exercised in most states, over the licensing and revocation of licenses of real estate brokers.

In this state the real estate brokers board, I am informed, have accumulated a surplus of about $164,000.00, after all their expenses of organization, operation and supervision have been paid. It is generally felt, I believe, that this money should be expended in some way beneficial to the real estate business in which it originates. In what way could it be more usefully employed, I ask you, than along the line I have suggested—the supervision and control of conveyancers and conveyancing, including register of deeds, and perhaps abstract offices. As early as 1907 the Wisconsin Abstracters Association went on record as favoring such a law. If it were now joined by the real estate men of Wisconsin, there is no doubt, it seems to me, that the legislature would readily respond with such a law, especially if the expenses could be altogether, or at least in part, paid out of this surplus now standing to the credit of the real estate brokers board.

I am reminded in this connection of the new Justice of the Peace whom I personally knew in Ohio, who had been called upon by a disappointed husband and wife the next day after his election, for information as to how they might procure a divorce. He promptly informed them that he would attend to the matter right there and then. Among the blanks which his predecessor turned over to him he found two quit claim deeds. He filled out one for the husband upon the wife and the other for the wife upon the husband, charged them five dollars each for his services and sent them on their way rejoicing. They did not discover his blunder until they went to the county seat to have the deeds recorded.

Many of you probably knew a very fine old bank president in this county who drew up a great many instruments for his neighbors, usually without charge, which were almost invariably incorrect in some respect. There are also upon record in this county a number of quite barbarous real estate descriptions appearing in instruments—making certain public donations and bequests chiefly—prepared by a very able and public-spirited lawyer in this city, who simply did not have time to do the work properly is the best we can say.

It is a well known fact that railroad rights of way are almost invariably indefinite and uncertain, and lately descriptions of highway changes and relocations are frequently unintelligible. I might name numerous other instances of avoidable errors in support of the change which I suggest, but I think these that I have mentioned should suffice. You can no doubt do more to bring about this change than anyone else, and I therefore very heartily recommend it to your attention.

I am indeed glad to have had the opportunity of appearing before you and presenting to you these most important matters.

San Antonio—Convention City

By Fred M. Herndon

Former Conventions Manager, Chamber of Commerce

Don't let them "kid" you about this town of San Antonio, nor about the annual convention which meets there Oct. 22-25. The business program is "all set," and the entertainment features are rounding into shape nicely.

Here's a little new dope about the town where we will hold our big meeting.

Contrary to expectations of some of the boys, Texans do not have horns, and none but officers of the law wear guns anymore. San Antonians say they don't need them any more (the guns, we mean). As for the horns, Texans never did take to them. They even dehorned a lot of their cattle down there in South Texas before they commenced raising their famous Shorthorns and Jerseys.

Briefly, San Antonio is the largest city in Texas, which is the largest of the states in the Union. It has a population of approximately 300,000 persons, with some 30,000 of them engaged in manufacturing around 2,500 items in the 1,195 factories located there. These products are valued at $100,000,000 annually.

Of course, a title man and his family attending a convention is not interested in the manufacturing industry of a convention city, but he does like to have some idea of the kind of a town he is going to visit.

Conventions are called primarily for the purpose of transacting certain business pertaining to members or those interested in specific lines, but the attendance upon conventions is not directly proportional to the amount of business that is to be transacted, and the average business man, before making up his mind to attend a convention, has a pretty fair idea of what he is to do outside the convention hall rather than upon what he is going to do and say within the assemblage.

Published reports of the business of the convention will no doubt be sent you when you get back home, so we are just going to tell you of some of the things you will want to see when you get down to San Antonio.

Seventeen paved highways enter the city of San Antonio, and you can drive over a paved way from New York City or even from Squedunk, to San Antonio, except for a few short miles of dirt and gravel road. So, if you want to bring the family and drive down in the car just get in touch with your San Antonio committee and get a log of the route from your home town to the convention headquarters.

San Antonio has fifty-six parks and playgrounds with playground supervisors, so bring the kiddies for the free donkey rides; more than 450 animals and birds in a 75-acre zoological garden, all of which may be viewed from the comfortable seat of your automobile while driving through the park; seven free bathing pools in city parks, each with life guards and playground directors—all free—not even tips for the attendants.

Do you play golf? Sure, bring the "sticks." Five sporty courses will test your skill. The Municipal Course in Brackenridge Park is one of the most beautiful in the Nation. Grass greens and fairways all the year round. More than 85,000 golfers play this course annually. Willow Springs, the sportiest course in the South, provides plenty of water and mental hazards and some excellent golf shots. The hazards are so placed as to provide the professional with an exhilarating game and also permits the "dub" to so regulate his distance shots to keep out of trouble, but it sure makes his score mount up. Three country club courses and one at the United States Army headquarters near historic Fort Sam Houston, provide additional room for golfers to San Antonio.

An early morning horseback ride through beautiful Brackenridge Park gives added zest to the breakfast meal and provides just the proper amount of exercise to carry through the day. Horses are convenient to the fifteen miles of bridle path through the park, built especially by a park commissioner who loves his work.

Paved highways from San Antonio lead 150 miles to the beautiful Gulf Coast country where both fresh and salt water fishing abound, and where the wily Tarpon, or Silver King, is found in abundance; other paved highways lead into the Hill Country to the West, and still others lead to the Mexican border, just 160 miles to the Southwest, where the land of "Manana" (tomorrow) offers a welcome to scenes and customs of a century ago.

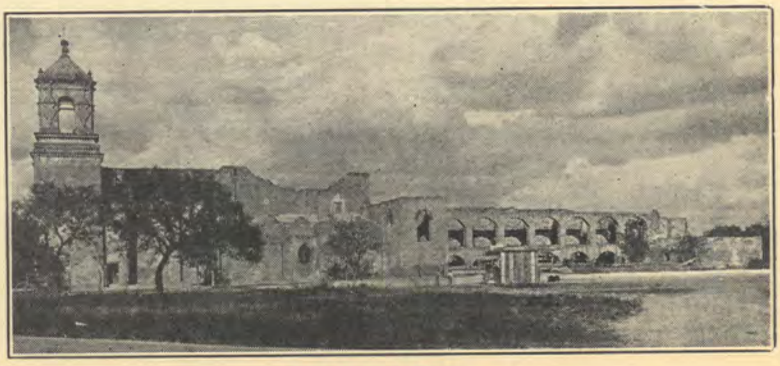
Just out of San Antonio, over paved highways, you can take a motor trip through orange and citrus fruit orchards—and they'll just be getting ripe during October—and farmers will be preparing to plant their crops of winter and early spring vegetables—beans, spinach, okra, cauliflower, tomatoes, potatoes, egg plant, celery, broccoli—along with winter feed crops for the fine dairy herds to be found in this section.

Of course, if your time is limited and you do not have the opportunity to visit the orange and grapefruit and date palm groves, view the Gulf Coast or the Hill Country, or even make a trip into Old Mexico, there is still plenty of wholesome entertainment right in San Antonio for the whole family.

Good fishing, boating and hunting is to be had right at San Antonio's dooryard, at beautiful Medina Lake, "the Killarney of America," just thirty-two miles up in the hills. This lake is stocked with black bass and rainbow trout by the United States Fish Hatcheries, and the State government maintains a hatchery here, the entire output being placed directly into this lake. Black bass weighing as much as nine and three-quarters pounds have been caught here with rod and reel. Convenient furnished cabins and hotels add to the comfort and enjoyment of a visit to Medina Lake.

In San Antonio will be found the most beautiful theatre in all America —the Greater Majestic Theatre has just been completed across from convention headquarters hotel at a cost, including the 99-year lease, of $15,-000,000. The Aztec Theatre is also perhaps the most unique and massive theatre in the world. The interior of this theatre is of ancient Mayan design patterned after the architecture of the Aztec Indians of Old Mexico. The Greater Majestic has a seating capacity of 4,200 persons while the Aztec seats around 3,000.

Everybody, whether convention delegate, visitor or "home guard" loves



San Jose Mission.

music and beauty, and when both are combined the appeal is almost irresistible. Such is the case at San Antonio's beautiful municipal auditorium. In the heart of the downtown business section, this great civic center which seats 6,200 persons, is the gathering place of the populace on Sunday afternoons at 4 o'clock, and at noon on Wednesdays when the city's municipal organist renders free concerts on the great $50,000 organ. These concerts have been broadcast over radio station WOAI, San Antonio, and no doubt many convention delegates are already familiar with the wonderful effects obtained by San Antonio's municipal organist, Mr. Walter Dunham, from this great instrument.

Quaint Mexican shops and curio stores where souvenirs from all parts of the world have been assembled always prove of interest to the visitor.

If you are epicure, you will find here the outstanding foods from many lands, from the famous Southern plantation or seashore dinners to rarer dishes of France, Italy, Japan and China, and last but not least, the delightfully pepper-hot dishes from old Mexico,—all served in quaint and fascinating surroundings typical of the Nation or section represented in the cuisine of that particular cafe.

There is no need to miss attendance upon your favorite civic club or organization while attending your convention as all of the regular luncheon clubs hold meetings each week. The Masonic bodies here have built a shrine costing $1,000,000, while the B. P. O. Elks own and maintain an eight story home with dormitories for members and visiting members of the order, with swimming pool and other entertainment features. Other lodges and secret orders maintain homes on slightly smaller scale, but no matter to what order or organization you may belong, you can find "brothers" in San Antonio who will extend willingly that hospitality that has come to be linked peculiarly with the "Southland."

In addition to Title members and your own conventions committee in San Antonio, adjoining towns and the local Chamber of Commerce are working together with City and County officials in planning the entertainment features of this convention—and, for the life of me, I just can't see how you can afford to stay away.

San Antonio wants you—we invite you—we are planning on your being here so we can meet you in person and extend to you the genuine welcome and hospitality of a people who are sincere, and who are building a new empire in a new country.

Mark the dates on your calendar right now—San Antonio, Oct. 22 to 25—and don't forget to bring the whole family—they will enjoy San Antonio, too.

This advertisement recently appeared in many publications. It is another example of how one of the greatest financial institutions of the country wishes to impress upon business that there is only profit in cooperation.

Chicago Daily News Building Erected on "Air Title"

The recent development of air rights for building purposes over railroad tracks has given rise to a number of intricate legal questions that must of necessity be studied by lawyers and real estate men. First of all, there is the question whether an intangible thing like space can be bought and sold as land. Air, as a free good, obviously cannot; real estate law is distinctly founded on historical bases.

The land title of the new twenty-five story Chicago Daily News building, the first skyscraper in Chicago to be erected on air rights, affords significant material for study by lawyers and real estate men. This building is located over the right-of-way of the Chicago, St. Paul & Milwaukee railroad. The solutions of the problems involved in its erection were worked out by the counsel for the Chicago Daily News with the Union station company.

Three separate deeds were necessary before the erection of the building could proceed. First, there was the deed for the air rights over the tracks. Then there were the deeds for the land owned by the railroad adjacent to the tracks and for the land on the right-of-way used for sinking the caisson supports of the building.

The first question considered by the counsels for The Chicago Daily News and for the Union Station Company was whether a railroad owns an outright title to its land, or whether it has acquired, by condemnation, only the right to use the land for a right-of-way. In the latter case the sale or lease of the land is possible only by joint action between the railroad and the heirs of the person who owned the land when it was condemned.

Another difficulty concerned the existence of general railroad mortgages. The remote danger of erecting a skyscraper that might be taken away by foreclosure of a railroad mortgage was foreseen by The Chicago Daily News counsel. The majority of railroad mortgages, however, permit the release from the mortgage of any poperty except lines of main track and right of way. The problem, then, is to sell the air rights free of the mortgage without affecting the lines of tracks and the rights of way.

The solution in the case of The Chicago Daily News building was reached by the Union Station Company's deeding to the newspaper the entire interest in the block where the building now stands, excepting the space over the tracks and below the level of the floors. The Chicago Daily News, however, by a separate deed, was given the right to run caissons and columns through this excepted space at points not interfering with the normal railroad traffic. The trustee of the general mortgage of the Union Station Company then released the same property without interfering with the right-of-way. The entire deed, which comprises ten printed pages, includes a number of detailed covenants concerning indemnities for injury to railroad property, against overloading, requiring facilities for smoke exhaustion, etc.

The flexibility of the scheme used in acquiring property rights for the new home of The Chicago Daily News is patent. Whenever a change of layout is desired, the right to an easement of support will follow the column. If the newspaper should in time decide to rebuild, radical rearrangements can easily be made. The foundations of the building are so arranged that rebuilding on the same land is readily possible.

No legal difficulties were encountered by The Chicago Daily News in acquiring the land for its new skyscraper home. It is highly possible, however, that such difficulties will develop in the future, as has been the case with mortgages and ninety-nine-year leases. The deed for The Chicago Daily News building promises to become a historical document in real estate law. Its practicability proves its value.

Three States Pass Important Title Insurance Legislation

Full Text of Measures Shown Covers Field from Conservative to So-called Radical

Texas Law Fixes Rates, Prescribes and Otherwise Regulates Business

H. B. 153

AN ACT

authorizing the creation of corporations for the purpose of compiling and/or acquiring and owning abstract plants in this or any other state, and to compile and sell abstracts of title therefrom and to insure the title to lands and interests therein and liens thereon, and authorizing such corporations to accumulate and lend money, to deal in securities, and to act as trustee, receiver, executor, administrator and guardian; regulating the amount of paid-in capital of all corporations operating under this Act; requiring all corporations created or permitted to do business under this Act and those created under Subdivision 57, Article 1302, and Chapter 18, Title 78, Revised Statutes of 1925, and all other corporations insofar as the business of either comes within the purposes named above to operate under the control of and subject to regulations as to forms of policies and prices prescribed by the Board of Insurance Commissioners; permitting foreign corporations to do business in Texas, and providing for the forfeiture of such right; requiring a deposit of cash or securities; providing for filing fees and franchise taxes, and the filing of charters and amendments thereto; providing for the issuance of certificates of authority to do business; requiring a reserve and the maintenance intact of the capital stock; giving the Board of Insurance Commissioners exclusive control over corporations doing business hereunder; requiring annual statements from and providing for examinations of such corporations; regulating their names; regulating the granting of permits to foreign corporations and requiring powers of attorney for them; permitting foreign title insurance companies to loan funds in this State without securing authority to write title insurance; prohibiting commissions, rebates and discounts by corporations doing business under this Act; fixing filing fees and occupation taxes of foreign corporations doing business under this Act; prohibiting the further chartering of corporations under Subdivision 57, Article 1302, Revised Statutes of 1925, and declaring that Article 1344, Revised Statutes of 1925, shall not apply to corporations hereunder; making the terms and provisions of this Act conditions the violation of which to be cause for the revocation of the permit and forfeiture of the charters of domestic corporations and the permits of foreign corporations; and declaring an emergency.

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

Section 1. Private corporations may be created for the following named purposes:

(1) To compile and own, or to acquire and own records or abstracts of title to lands and interests in lands; and to insure titles to lands or interests therein, both in Texas and other States of the United States, and indemnify the owners of such lands, or the holders of interests in or liens on such lands, against loss or damage on account of incumbrances upon or defects in the title to such lands or interests therein.

Such corporations may also exercise the following powers by including same in the charter when filed originally, or by amendment;

(2) Make and sell abstracts of title in any counties of Texas or other states.

(3) To accumulate and lend money, to purchase; sell or deal in notes, bonds and securities, but without banking privileges.

(4) To act as trustee under any lawful trust committed to it by contract or will, appointment by any court having jurisdiction of the subject matter as trustee, receiver or guardian and as executor or guardian under the terms of any will and as any administrator of the estates of decedents under the appointment of the court.

Section 2. All corporations created and/or operating under the provisions of this law must have a paid-up capital of not less than One Hundred Thousand ($100,000.00) Dollars. Any corporation organized hereunder having the right to do a title insurance business may invest as much as fifty per cent of its capital stock in an abstract plant or plants, provided the valuation to be placed upon such plants shall be approved by the Board of Insurance Commissioners of this State.

Provided that this Section shall not apply to corporations heretofore organized and operating, if such corporation has its domicile in a county of less than 10,000 inhabitants as shown by the United States census of 1920, and shall have a capital stock of at least $25,000.00, and shall confine its writing of title policies to property located in the county of its domicile.

Section 3. Corporations so formed as well as foreign corporations and those created under Subdivision 57, Article 1302 of the Revised Statutes of 1925, or under Chapter 18, Title 78, Revised Statutes of 1925, or any other law insofar as the business of either may be a title insurance business, shall operate in Texas under the control and supervision and under such uniform rules and regulations as to forms of policies and underwriting contracts and premiums therefor, as may be from time to time prescribed by the Board of Insurance Commissioners of Texas; and no Texas or foreign corporation whether incorporated under this Act or any other law of the State of Texas shall be permitted to issue any title policy or mortgage certificate or underwriting contract on Texas property other than under this Act and under such rules and regulations. No policy of title insurance or guarantee of any character on Texas titles shall be issued or valid unless written by a corporation complying with all provisions of and authorized or qualified under this Act. Before any rate provided for herein shall be fixed or changed, reasonable notice shall issue, and a hearing afforded to the companies affected by this Act. Every company doing business under this Act shall file with the Board of Insurance Commissioners the form of guarantee certificate, mortgage policy or any policy of title insurance before the same shall be issued, and the form must be approved by the Board, and be uniform as to all companies. Under no circumstances may any company use any form until after the same shall have been approved by the Board.

The Board of Insurance Commissioners shall have the right and it shall be its duty to fix and promulgate the rates to be charged by corporations created or operating hereunder for premiums on policies or certificates and underwriting contracts. The rate fixed by the Board shall be reasonable to the public and nonconfiscatory as to the company. For the purpose of collecting data on which to determine the proper rates to be fixed, the Board shall have the right to require the companies operating in Texas to submit such information in such form as it may deem proper, all information as to loss experience, expense of operation, and other material matter for its consideration.

Rates when once fixed shall not be changed until after a public hearing shall be had by the Board, after proper notice sent direct to all companies interested in writing this business, and after public notice in such manner as to give fair publicity thereto for two weeks in advance. The Board must call such hearing to consider rate changes at the request of a company writing title insurance, or if the Board thinks that a change in rates may be proper. Any company or other person interested, feeling injured by any action of the Board with regard to rates, shall have the right to file a suit in the District Court of Travis County, within thirty days after the Board has made such order, to review the action, in which suit the Court may enter a judgment correcting the Board's order and fixing such rates as may be proper, or affirming the action of the Board. Under no circumstances shall any rate of premium be charged for policies or underwriting contracts different from those fixed and promulgated by the Board, or those fixed in a final judgment of the Court as herein provided.

Section 3-A. Corporations, domestic or foreign, operating under this Act shall not have the right to guarantee the payment of mortgages which cover real estate in Texas, and if any such corporation shall do so it shall forthwith forfeit and surrender its permit to do business.

Section 4. Corporations organized under the laws of any other State shall be permitted to do business in this State on exactly the same basis and subject to the same rules, regulations and prices and supervision as fixed for Texas corporations.

Section 5. Any foreign or domestic corporation issuing any form of policy or underwriting contracts or charging any premium rates to the public on either owners' or mortgagees' certificates or underwriting contracts on Texas properties other than forms and rates prescribed by the Board of Insurance Commissioners, hereunder, shall forfeit its right to do business in Texas; but this shall not be construed as intended to require the charge made by one title insurance company, qualified to do business under this Act and doing a general title insurance business for the public in this State, for reinsuring or underwriting all or any part of the business of another such company, to be the same as the charge to the public.

Section 6. All corporations, domestic and foreign, writing title or mortgages policies or underwriting contracts must at all times, have and keep on deposit with the State Treasury or such other depository as may be named by such corporation and approved by the Board of Insurance Commissioners, either cash of First Mortgage notes or such other securities as are now admissible for investment by Life Insurance Companies under the Laws of this State, to an amount equal to one-fourth of the authorized capital of such corporation; provided however that such deposit shall in no event exceed the sum of $100,000.00.

Section 7. The General Laws applicable to payment of filing fees and franchise taxes of corporations having a capital stock are hereby made applicable to corporations coming under the provisions of this Act. Domestic corporations operating under this Law shall not be required to pay premium taxes.

Section 8. The charters of corporations incorporated hereunder, and the amendments thereto, shall be filed with the Board of Insurance Commissioners, which said Board shall collect from the said companies filing fees and franchise taxes required under the law.

Section 9. The Board of Insurance Commissioners after having satisfied itself by such investigation as it may deem proper with reference to the payment of capital stock and the value of the assets offered in payment thereof (the expense of which examination shall be borne by the company), shall issue to such company a certificate of authority to transact the characters of business provided for herein, which said certificate shall expire on the first of June next succeeding. Thereafter on or before the first of June and after the filing of the annual report herein required of each company, the said Board, upon being satisfied that the laws applicable to such companies have been complied with, shall issue a certificate of authority to said company to conduct such business until June 1st of the ensuing year. No company domestic or foreign shall transact business under this Act unless it shall hold a valid certificate of authority.

Section 10. Every company doing a title insurance business under the provisions of this Act shall set aside annually as a reserve 5% of its gross premiums so collected, before any dividends are paid, the totals of such reserve shall never be required to exceed a total reserve of $100,000.00. Such reserve must be maintained separately and apart from the capital of the company, and shall be invested in such securities as are admissible for investment by life insurance companies under the Laws of this State. Funds accumulated under this provision shall never be used for the payment of any obligation other than those connected with title insurance, and, in the event of the insolvency of a company, the fund, hereby provided shall be used to protect title insurance policy holders even though there be no accrued title insurance claims and even though there be unpaid obligations of other sorts.

Section 11. No company operating under the provisions of this Act shall issue any policy of title insurance involving a contingent liability on said policy of more than fifty per cent of the capital stock and surplus of the company, unless the excess shall be simultaneously reinsured in some other responsible company qualified to do business in Texas. Such company may reinsure any or all of its business provided the reinsuring company shall be qualified to do business in Texas and the reinsuring contract shall be first approved by the said Board.

Section 12. The capital stock of every company operating under the provisions of this Act must be maintained intact over and above all of its outstanding liabilities, except contingent liabilities on policies of title insurance, and if such company shall permit the impairment of its capital stock, it shall not transact any further business of any sort until such time as it shall have made good its impairment and received permission of the Board of Insurance Commissioners to resume operations.

If such impairment shall be permitted to remain for a period of time up to six months, said Board of Insurance Commissioners shall immediately require the reinsurance of the outstanding policy or policies of any such concern and a liquidation of its assets and the winding up of its business.

Section 13. If any company operating under the provisions of this law shall engage in the characters of business described in subdivisions (2) and (3) in the first Section hereof, in such manner as might bring it within the provisions of any other regulatory Statute now or hereafter to be in force within the State of Texas, all examination and regulation shall be exercised by the Board of Insurance Commissioners rather than any other state agency which may be named in such other laws, so long as such corporation engages in the title guaranty or insurance business.

Section 14. Every company, domestice and/or foreign, operating under the provisions of this Act shall, upon or before the first of March each year, file with the Board of Insurance Commissioners a verified statement, in such form as the Board may require, setting forth the statement of the business done by it during the preceding year, and the condition of its affairs as of December 31st preceding. It shall be the duty of the Board of Insurance Commissioners, biennially or oftener, if it shall be deemed advisable, in person or through a duly appointed representative, to make a thorough examination of the company's books and affairs and the transactions in which it is engaged at the expense of said company, for which purpose the said Board, or its representative, shall have access to the books and records of the said company and shall have the right to interrogate and require answer under oath from any officer, agent or employee of the said company concerning any matters pertaining to the business thereof.

Section 15. Corporations chartered or operating under the provisions of this Act may use in their corporate name the words "Title and Trust Company" but they shall not use the word "Trust" alone, and where the word "Trust" appears, then in letter-heads and literature used by them they shall print the words, "Without Banking Privileges."

Section 16. Any foreign corporations desiring to transact the character of business provided for in this Act in this State shall make an application for permit or certificate of authority to the Board of Insurance Commissioners in such form as the Board shall prescribe and shall submit a financial statement showing its condition in such form as the Board shall prescribe.

Section 17. No such foreign corporation shall be permitted to do business in this State unless it shall show from its financial statement, and such other examination as the Board may desire to make, an unimpaired capital of at least One Hundred Thousand Dollars.

Section 18. Each such foreign corporation engaged in doing or desiring to do business in this State shall file with the Board of Insurance Commissioners an irrevocable power of attorney, duly executed, constituting and appointing the Life Insurance Commissioner and his successors in office, or any officer or Board which may hereafter be clothed with the powers and duties now devolving upon said Commissioner, its duly authorized agent and attorney in fact for the purpose of accepting service for it or being served with citation in any suit brought against it in any court of this State, by any person, or by or to or for the use of the State of Texas, and consenting that the service of any civil process upon him as its attorney for such purpose in any suit or proceeding shall be taken and held to be valid, waiving all claim and right to object to such service, and such appointment, agency and power of attorney shall, by its terms and recitals, provide that it shall continue and remain in force and effect so long as such company continues to do business in this State or to collect premiums of insurance from citizens of this State, and so long as it shall have outstanding policies in this State, and until all claims of every character held by the citizens of this State, or by the State of Texas, against such company, shall have been settled. Said power of attorney shall be signed by the President or a Vice-President and the Secretary of such company, whose signature shall be attested by the seal of the company; and said officer signing the same acknowledge its execution before an officer authorized by the Laws of this State to take acknowledgments. The said power of attorney shall be embodied in, and approved by, a resolution of the Board of Directors of such company, and a copy of such resolution duly certified to by the proper officer of said company, shall be filed with the said power of attorney in the office of the Commissioner, and shall be recorded by him in a book kept for that purpose, there to remain a permanent record of the said department.

Section 19. Whenever the said Commissioner shall accept service or is to be served with citation in any suit pending against any title insurance company in this State, he shall immediately enclose the copy of the citation served upon him, or a substantial copy thereof, in a letter properly addressed to the general manager or general agent of the company against whom such service is had, if it shall have a general manager or general agent within this State, and if not, then to the home office of the company, and shall forward the same by registered mail, postage prepaid. No judgment by default shall be taken in any such cause until after the expiration of at least ten days after the general agent or general manager of such company, or the company at its home office as the case may be, shall have received such copy of such citation; and the presumption shall obtain, until rebutted, that such notice was received by such

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agent or company in due course of mail after being deposited in the mail in Austin.

Section 20. If any corporation, domestic or foreign, while holding a certificate of authority to transact business in this State, shall fail or refuse to comply with any of the provisions or requirements of this Act, the Board of Insurance Commissioners, upon ascertaining this fact, shall notify such company by actual notice in writing delivered to an executive officer of such company, of his intention to revoke its certificate of authority to transact business in this State at the expiration of thirty days after the mailing of such registered letter, or the date upon which such actual notice is served. If such provisions or requirements are not fully complied with upon the expiration of said thirty days, it shall be the duty of said Board to revoke the certificate of authority of such company. In case of such revocation, such company shall not be entitled to receive another certificate of authority for a period of one year, and until it shall have fully and in good faith complied with all such provisions and requirements of this Act. Any company feeling itself aggrieved by the action of the Board in revoking its certificate of authority to do business in this State may bring suit against it in Travis County to annul and vacate the order revoking such certificate.

Section 21. No commissions, rebates, discounts, or other device shall be paid, allowed or permitted by any company, domestic or foreign, doing the business provided for in this Act, relating to title policies or underwriting contracts; provided this shall not prevent any title company from appointing as its representative in any county any person, firm or corporation owning and operating an abstract plant in such county and making such arrangements for division of premiums as may be approved by the Board of Insurance Commissioners.

Section 22. Any corporation organized and incorporated under the laws of any other state, territory or country for the purpose of transacting a title insurance or title guaranty business shall be required to pay the same filing fees and occupation tax as any foreign casualty company is required to pay in order to procure a permit to do business in Texas. Such foreign title companies will not be required to pay a franchise tax.

Section 23. From and after the passage of this Act no corporation shall be chartered under Subdivision 57, Article 1302, Revised Statutes of Texas, 1925, but all corporations heretofore incorporated and now doing business in Texas, shall be permitted to continue in business and shall be subject to all the provisions of this Act and such companies shall have six months within which to comply with the requirements of this Act with reference to investments and deposits. Article 1344, Revised Statutes of Texas, 1925, shall not be construed to apply to companies acting hereunder, unless they have charter power to do a "trust and fiduciary" business under subdivisions (3) and (4) hereof of Section 1 hereof.

Section 24. The terms and provisions of this Act are conditions upon which corporations doing the business provided for herein may continue to exist, and failure to comply with any of them or a violation of any of the terms of this Act shall be proper cause for revocation of the permit and forfeiture of charter of a domestic corporation or the permit of a foreign corporation.

Section 25. The fact that there is at this time no adequate supervision over title insurance companies, and the growing proportions of this business in Texas, creates an emergency and an imperative public necessity demanding the suspension of the Constitutional Rule requiring all bills to be read on three separate days in each House, and that this Act shall take effect from and after its passage, and said Rule is hereby suspended, and it is so enacted.

Pennsylvania Provides for Reserve Fund

AN ACT

Requiring all Title insurance companies to create and maintain a reserve fixing the amount thereof and regulating the same.

Section 1. Title Insurance Reserve (a) Reserve Fund Required: Be it enacted by the Senate and House of Representatives of the Commonwealth of Pennsylvania in General Assembly met and it is hereby enacted by the authority of the same, That all companies heretofore or which may hereafter be incorporated for the insurance of owners of real estate mortgages and others interested in real estate from loss by reason of defective titles, liens and encumbrances as well as all title insurance and trust companies receiving deposits heretofore incorporated and authorized by charter or by law to carry on said business shall from and after the approval of this act establish and maintain a reserve fund for the protection of policy holders in the manner herein provided.

(b) Establishment and Maintenance of Fund. Said reserve shall be established by setting aside a sum equal to ten per cent of the premium (that is the sum charged for insurance over and above examination and settlement fees) paid on each policy of insurance which such company may hereafter issue until the total amount set aside shall equal two hundred and fifty thousand dollars. Provided: That the said total reserve fund may with the consent of the Secretary be set aside at any one time or from time to time out of surplus and undivided profits. Said ten per cent of each premium shall be known as the reserve and the aggregate of said reserves of all policies issued and outstanding shall be known as the reserve fund. The reserve fund shall be maintained as herein provided so long as liability on any policies shall be outstanding.

(c) Custody Supervision by Secretary: The custody of said reserve fund shall be retained by the company and the fund shall be kept separate and apart from other assets of the company in the manner hereinafter provided. The Secretary is hereby required from time to time to make investigation to ascertain that a reserve fund equal to the amount required by clause (b) of this section is so maintained. Should any company neglect or refuse to establish or maintain such reserve fund as herein provided the Secretary shall by an order under his hand and seal of office direct said company either to comply with the provisions of this section or to discontinue doing a title insurance business.

(d) Investment of Reserve Fund: Said title insurance reserve fund shall be invested by such companies in first mortgage or other securities designated by law as legal investments for trust funds and such investment of any accumulated reserve shall be made whenever such accumulation shall amount to one thousand dollars.

Said mortgages or other such securities so held shall be carried at cost price but in no case at more than market price and in case there shall be a depreciation in the market price of any such securities such company shall make good any such depreciation by the addition of other legal investments so that the said fund may always be maintained at the full amount required by clause (b) of this section. Such companies shall have the right to withdraw from said fund any mortgages or other securities so held therein by crediting the fund the amount at which such mortgages or securities are valued therein provided there are immediately substituted therefor other first mortgages or other securities designated by law as legal investments for trust funds.

The securities constituting a reserve fund shall be earmarked and kept separate and apart from the other assets of the company. The income of the reserve fund shall become part of the general assets of the Company.

(e) Cancellation of Policy: Whenever any policy of title insurance hereafter issued is surrendered by the holder,

cancelled or liability thereon completely discharged, the reserve therefor may be withdrawn or credited against reserves that may be due.

(f) Reserve Fund to be a Trust Fund: It is the intent and purpose of this section that the reserve fund hereby directed to be set aside shall constitute a separate and distinct trust fund for the protection of policy holders and shall not be subject to distribution among depositors or other creditors until all policy holders have been paid in full or the liability on the policies contingent or actual has been completely discharged.

(g) Reinsurance by Secretary: In the event of the Secretary's taking possession of and winding up any company the Secretary is authorized if it shall seem advisable and practicable to him to use the reserve fund to purchase reinsurance for the liabilities represented by the policies outstanding against such fund. Acceptance of the policy of the reinsuring company shall operate as a complete discharge of liability under the policy of the insolvent company. Should any policy holder refuse to accept the policy of the reinsuring company he shall only be entitled to receive the pro rata portion of his reserve that shall remain upon distribution as set forth in clause (h) of this section.

(h) Distribution of Reserve Fund: The reserve fund in the custody of the Secretary shall be liable only to the following claims—

One, To pay all outstanding claims of indemnity that have arisen by virtue of any policies of insurance;

Two, For the purchase of reinsurance to indemnify and protect the remaining outstanding policies;

Three, To distribute among policy holders upon cancellation of their policies to the proportionate share of the reserve fund to which they are entitled which shall in no case exceed the proportion which the premium paid for any such policy may bear to the whole amount of title insurance then outstanding.

Section 2. The word "Secretary" whenever and wherever used in this Act means the Secretary of Banking of the Commonwealth of Pennsylvania.

New York Re-writes Entire Law

AN ACT

To amend the insurance law, in relation to title and credit guaranty corporations.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Section one hundred and seventy of chapter thirty-three of the laws of nineteen hundred nine, entitled "An act in relation to insurance corporations, constituting chapter twenty-eight of the consolidated laws," as last amended by chapter two hundred and fifteen of the laws of nineteen hundred thirteen, is hereby amended to read as follows:

§ *170. Incorporation.* Thirteen or more persons may form a corporation for the following purposes:

To examine titles to real property and chattels real, procure and furnish information in relation thereto, make and guarantee the correctness of searches for all instruments, liens or charges affecting the same, guarantee or insure the owners of real property and chattels real and other interested therein against loss by reason of defective titles and incumbrances thereon; invest in, purchase and sell, with or without guaranty, or guarantee the payment of the same without purchase, bonds, notes and other evidence of indebtedness of individuals, partnerships, solvent corporations or other legal entity secured by mortgage or mortgages, or deed of trust, or deeds of trust upon improved and unincumbered real property situate in this or any other state of the United States worth fifty per centum more than the amount loaned thereon, issue its own bonds, notes and certificates against such bonds, notes and other evidences of indebtedness of individuals, partnerships, solvent corporations or other legal entity, secured by mortgage or mortgages, or deed of trust, or deeds of trust upon improved and unincumbered real property situate in this state or any other state of the United States worth fifty per centum more than the amount loaned thereon, provided such mortgages or deeds of trust, other than those securing certificates of participation or assignments of parts or shares in mortgages and deeds of trust, are deposited with a trust company not affiliated with the corporations issuing such bonds, notes and certificates, which company shall be known as a title and mortgage guaranty corporation, by making and filing in the office of the superintendent of insurance a certificate signed by each of them, stating their intention to form a corporation for the purposes named in this section, specifying the purposes and setting forth a copy of the charter which they propose to adopt, which shall state the name of the proposed corporation, the place where its principal office is to be located, the kind of insurance to be undertaken, the mode and manner in which its corporate powers are to be exercised, the number of its directors, the manner of electing its directors and officers, a majority of whom shall be citizens and residents of this state, the time of such elections, the names and post office addresses of the directors, all of whom shall serve until the first annual meeting of such corporation, the manner of filling vacancies, the amount of its capital and such other particulars as may be necessary to explain and make manifest the objects and purposes of the corporation.

Such certificate shall be proved or acknowledged and recorded in a book to be kept for that purpose, and a certified copy thereof delivered to the persons executing the same.

No such corporation shall hereafter be formed with a smaller capital than two hundred and fifty thousand dollars and a surplus of one hundred and twenty-five thousand dollars, and the duration of such corporation shall be perpetual. Any corporation heretofore organized under this article shall have the rights, duration, privileges, and powers conferred by this section as amended hereby.

Section 2. Sections one hundred and seventy-one, one hundred and seventy-two, one hundred and seventy-three, one hundred and seventy-four, one hundred and seventy-five, one hundred and seventy-six, one hundred and seventy-seven and one hundred and seventy-eight of such chapter, as such section one hundred and seventy-two was last amended by chapter forty-nine of the laws of nineteen hundred thirteen and as such section one hundred and seventy-five was last amended by chapter ninety-one of the laws of nineteen hundred twenty-six, are hereby repealed, and new sections one hundred and seventy-one, one hundred and seventy-two and one hundred and seventy-three added thereto, to read, respectively, as follows:

§ *171. Completion of organization.* No such certificate of intention and proposed charter shall be filed with the superintendent of insurance unless the persons signing such certificate shall previously have published twice a week, for three successive weeks, in a public newspaper designated by the superintendent, a notice of their intention to form such a corporation. Upon filing in the office of the superintendent of insurance the certificate, copy of proposed charter and proof of publication of notice of intention to form a corporation as hereinbefore required, such corporation may open books to receive subscriptions to the capital stock, and keep them open until the whole of such stock has been subscribed for and collect such subscriptions to the capital stock, and may invest such capital in the manner prescribed in this chapter.

No such corporation shall transact any business of guaranty or insurance until its full capital and surplus have been duly paid in and invested as provided by this chapter.

§ *172. Directors and officers.* Every director of any such corporation shall be a bona fide stockholder to the extent of at least five hundred dollars of the par value of the stock of the corporation. There shall be not less than thirteen nor more than thirty directors. The corporation shall have such officers as shall be prescribed in its by-laws.

§ *173. Investment of capital and guaranty fund of a title and mortgage guaranty corporation.* The minimum capital of every such corporation shall be invested in the same kind of securities as is required for the minimum capital of other insurance corporations incorporated under this chapter. Every such corporation shall invest a sum not less than two-thirds of its total paid-in capital in minimum capital investments, which investments shall be known as the "guaranty fund," and no such corporation shall issue any guaranty or policy of insurance until such sum has been so invested. Such funds shall be held for the security and payment of losses which may be incurred by reason of the contracts of guaranty or insurance outstanding, and shall not be subject to other liabilities of the corporation until after all obligations under its guaranty or insurance contracts have been met. If an increase of its capital stock is made by any such corporation, two-thirds of such increase shall be invested in accordance with this provision and added to the "guaranty fund."

Section 3. Section one hundred and seventy-nine of said chapter, as last amended by chapter three hundred and forty-five of the laws of nineteen hundred sixteen, is hereby renumbered section one hundred and seventy-four and amended to read as follows:

§ *174. Merger.* Any two or more corporations organized under section one hundred and seventy of this chapter, or organized under the laws of this state for the purposes or either of them mentioned in section one hundred and seventy of this chapter; or any one or more corporations organized under section one hundred and seventy of this chapter, or organized under the laws of this state for the purposes or either of them mentioned in section one hundred and seventy of this chapter, and any one or more corporations organized under article five of the banking law or under the laws of this state for the purposes or either of them mentioned in article five of the banking law; or any one or more corporations organized under section one hundred and seventy of this chapter, or organized under the laws of this state for the purposes or either of them mentioned in section one hundred and seventy of this chapter, and any one or more corporations organized under article seven of the banking law or under the laws of this state for the purposes or either of them mentioned in article seven of the banking law, are hereby authorized to merge one or more of said corporations into another in the manner following: The respective boards of directors of such corporations may enter into and make an agreement under their respective corporate seals for the merger of one or more of said corporations into another of them, prescribing the terms and conditions thereof and the mode of carrying the same into effect, and may provide that such corporations upon and after such merger shall have the name of any one of the corporations merged or any other lawful name to be specified in said agreement, and may name the persons, not less than thirteen nor more than thirty, who shall constitute the board of directors of such corporation after its merger, or may provide for a meeting of stockholders within sixty days after the merger to elect a board of directors with such temporary provision for conducting the affairs of the corporation meanwhile as shall be agreed upon; and said directors so named or elected, after qualifying, may divide themselves into classes in manner and with effect as provided in section two hundred and eight of the banking law, and may adopt new by-laws for said corporation. The agreement shall be subject to the approval of the superintendent of insurance, and if either of the parties to the agreement is a corporation organized under article five or under article seven of the banking law, or under the laws of this state, for the purposes or either of them mentioned in article five or in article seven of the banking law, the agreement shall also be subject to the approval of the superintendent of banks. Such agreement shall be submitted to the stockholders of each of such corporations at a meeting thereof to be called upon notice of at least two weeks, specifying the time, place and object thereof, addressed to each stockholder at his last known post office address and deposited in the post office, postage prepaid, and published for at least two successive weeks in one of the newspapers in each of the counties of this state in which either of such corporations shall have its principal place of business, and if such agreement shall be approved at each of such meetings of the respective stockholders separately, by the vote or ballot of the stockholders owning at least two-thirds of the stock, the same shall be the agreement of such corporations. A sworn copy of the proceedings of such meetings, made by the secretaries thereof, respectively, shall be presumptive evidence of the holding and action of such meetings. Such agreement and certified copy of proceedings of such meetings shall be made in duplicate and filed in the office of the superintendent of insurance, and in the office of the clerk of the county in which the principal place of business of the corporation into which such corporation or corporations shall be merged is located; and if one of the parties to such agreement be a corporation organized under article five or under article seven of the banking law or under the laws of this state for the purposes or either of them mentioned in article five or in article seven of the banking law, a third copy thereof shall be filed in the office of the superintendent of banks; and the corporation into which the other, or others, are merged, shall thereafter have the new name, if any, specified in the aforesaid agreement, and the provisions of such agreement shall be carried into effect as therein provided; and it shall be lawful for said corporation into which the others shall have been merged, to require the return of the original certificate of stock held by each stockholder in each or either of the corporations, and in lieu thereof, to issue new certificates for such number of shares of its own stock as under the agreement of merger the said stockholder may be entitled to receive. If any stockholder not voting in favor of such agreement of merger shall, at such meeting or within twenty days thereafter, object to such merger and demand payment for his stock, he may, at any time within sixty days after such merger, apply to the supreme court at any special term thereof, held in the district in which the county is situated, in which such corporation into which the others may be merged may have its principal place of business, upon at least eight days' notice to said corporation, for the appointment of three persons to appraise the value of his stock, and the court shall appoint such appraisers and designate the time and place of their first meeting, with such directions in regard to their proceedings as shall be deemed proper. The court may fill any vacancies in the board of appraisers occurring by refusal or neglect to hold such office. The appraisers shall meet at the time and place designated and after being duly sworn, shall honestly and faithfully discharge their duties and estimate and certify the value of such stock, and deliver one copy to such corporation and another to such stockholder, if demanded; the charges and expenses of the appraisers shall be paid by the corporation. When the corporation shall have paid the appraised value of such stock, as directed by the court, said stock shall be cancelled and such stockholder shall cease to be a member of said corporation or to have any interest in such stock and in the corporate property, and such stock may be held and disposed of by the corporation for its own benefit. Upon the merger of any corporation in the manner herein provided, all and singular the rights, franchises and interests of the said corporation so merged in and to every species of property, real, personal and mixed, and things in action thereunto belonging, shall be deemed as transferred to and vested in such corporation into which it has been merged, without any other deed or transfer; and the said last named corporation shall hold and enjoy the same and all rights of property, franchises and interests in the same manner and to the same extent as if the said corporation so merged had retained the title, and continued to transact the business of such corporation; and the corporation into which merger has been made shall acquire, possess and retain all rights and privileges belonging to either of said corporations at the time of such merger provided that if one of the parties to such agreement be a corporation organized under article seven of the banking law, or under the laws of this state for the purposes or either of them mentioned in article seven of the banking law, the corporation into which merger has been made shall acquire, possess and retain only such rights and privileges to do business belonging to either of said corporations at the time of such merger as may at that time be possessed by the corporation into which they are merged, and shall be subject only to the supervision of that department of the state government which theretofore had supervision over the corporation into which they are merged. The corporation into which the others shall be merged may increase its capital stock on compliance with the provisions of law in that regard to a sum not exceeding the limit permitted at the time of such merger to either of the corporations so merged; and the title and real estate acquired by such corporation so merged shall not be deemed to revert by means of such merger or anything relating thereto. The rights of creditors of any corporation that shall be so merged shall not in any manner be impaired by any such merger, nor shall any liability or obligation for the payment of any money due or to become due, or any claim, guaranty or demand, in any manner or for any cause existing against such corporation, or against any stockholder thereof, be in any manner released or impaired, and all the rights, obligations and relations of all the parties, creditors, depositors, trustees and beneficiaries of trusts, shall remain unimpaired by the merger; but such corporation into which the others shall be merged shall succeed to such relations, obligations, trusts and liabilities and be held liable to pay and discharge all such debts and liabilities and perform all such trusts of the merged corporation in the same manner as if such corporation into which the other shall become merged had itself incurred the obligation or liability or assumed the relation or trust, and the stockholders of the respective corporations so entering into such agreement shall continue subject to all the liabilities, claims and demands existing against them as such at or before such merger, and no suit, action or other proceeding then pending before any court or tribunal in which any corporation that may be merged is a party, shall be deemed to have abated or discontinued by reason of any merger, but the same may be prosecuted to final judgment in the same manner as if the said corporation had not entered into the said agreement, or the said last named corporation may be substituted in the place of any corporation so merged as aforesaid by order of the court in which such action, suit or proceeding may be pending.

Section 4. Section one hundred and eighty-two-a of said chapter, as added by chapter eight hundred and forty-two of the laws of nineteen hundred twenty, is hereby renumbered section one hundred and seventy-five.

Section 5. Section one hundred and eighty-three of said chapter, as last amended by chapter one hundred and eighty-two of the laws of nineteen hundred thirteen, is hereby repealed.

Section 6. This act shall take effect immediately.

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Headquarters

Twenty-third

Annual

Convention

The American Title Association

Officers, 1929

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Vice President

Donzel Stoney, 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.

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(The President, Vice President, Treasurer, Retiring President, and Chairmen of the Sections, ex-officio, and the following elected members compose the Executive Committee. The Vice President of the Association is the Chairman of the Committee.)

Term Ending 1929

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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

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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 Commerce of United States

Fred P. Condit, 176 Broadway, New York City.

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Chairman, James S. Johns, Pendleton, Ore., Vice President, Hartman 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, Detroit, 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 Antonio, Tex. President, Texas Title Guaranty Co.

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

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

Program Committee, 1929 Convention

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

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

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

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

J. W. Woodford, Seattle, Washington, Lawyers & Realtors Title Insurance Co.

Committee on Constitution and By-Laws

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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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James M. Rohan, Clayton, Mo., Chairman, Land Title Insurance Co.

James E. Sheridan, Detroit, Mich., Union Title & Guaranty Co.

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

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Committee on Membership

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

President and Secretary of each state association.

Legislative Committee

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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. Singsen, Providence, Title Guarantee Co. of Rhode Island.

Massachusetts—Theo. W. Ellis, Springfield, Ellis Title & Conveyancing Co.

District No. 2: (Pierce Mecutchen, Philadelphia, Pa., District Chairman).

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, Richmond, Lawyers Title Insurance Co.

District No. 3: (Richard P. Marks, Jacksonville, Fla., District Chairman).

Florida—Richard P. Marks, Jacksonville, Title & Trust Co. of Florida.

North Carolina—D. W. Sorrel, Durham.

South Carolina—J. Waties Thomas, c/o Thomas & Lumpkin, Columbia.

Georgia—Hubert M. Rylee, Athens.

District No. 4: (Coit L. Blacker, Columbus, Ohio, District Chairman).

Tennessee—John C. Adams, Memphis, Bank of Commerce & Trust Co.

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

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

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

District No. 5: (David P. Anderson, Birmingham, Ala., District Chairman).

Louisiana—W. E. Nesom, Shreveport, Caddo Abstract Co.

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

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

District No. 6: (W. A. Mercer, Little Rock, Arkansas, District Chairman).

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, Baldwin, Mich., District Chairman).

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

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

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

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

District No. 8: (Frank N. Stepanek, Cedar Rapids, Ia., District Chairman).

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 Abstract Co.

District No. 9: (Ray McLain, Oklahoma City, Okla., District Chairman).

Kansas—Ernest McClure, Garnett, White Abstract & Investment Co.

Oklahoma—Ray McLain, Oklahoma City, American First Trust Co.

Colorado—Milton G. Gage, Sterling, Platte Valley Title & Mortgage Co.

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, Oakland, Calif., District Chairman).

California—C. J. Struble, Oakland, 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, Phoenix, Phoenix Title & Trust Co.

District No. 12: (A. W. Clarke, Driggs, Idaho, District Chairman).

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

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

Montana—C. C. Johnson, Plentywood, Sheridan County Abstract Co.

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

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