Title News

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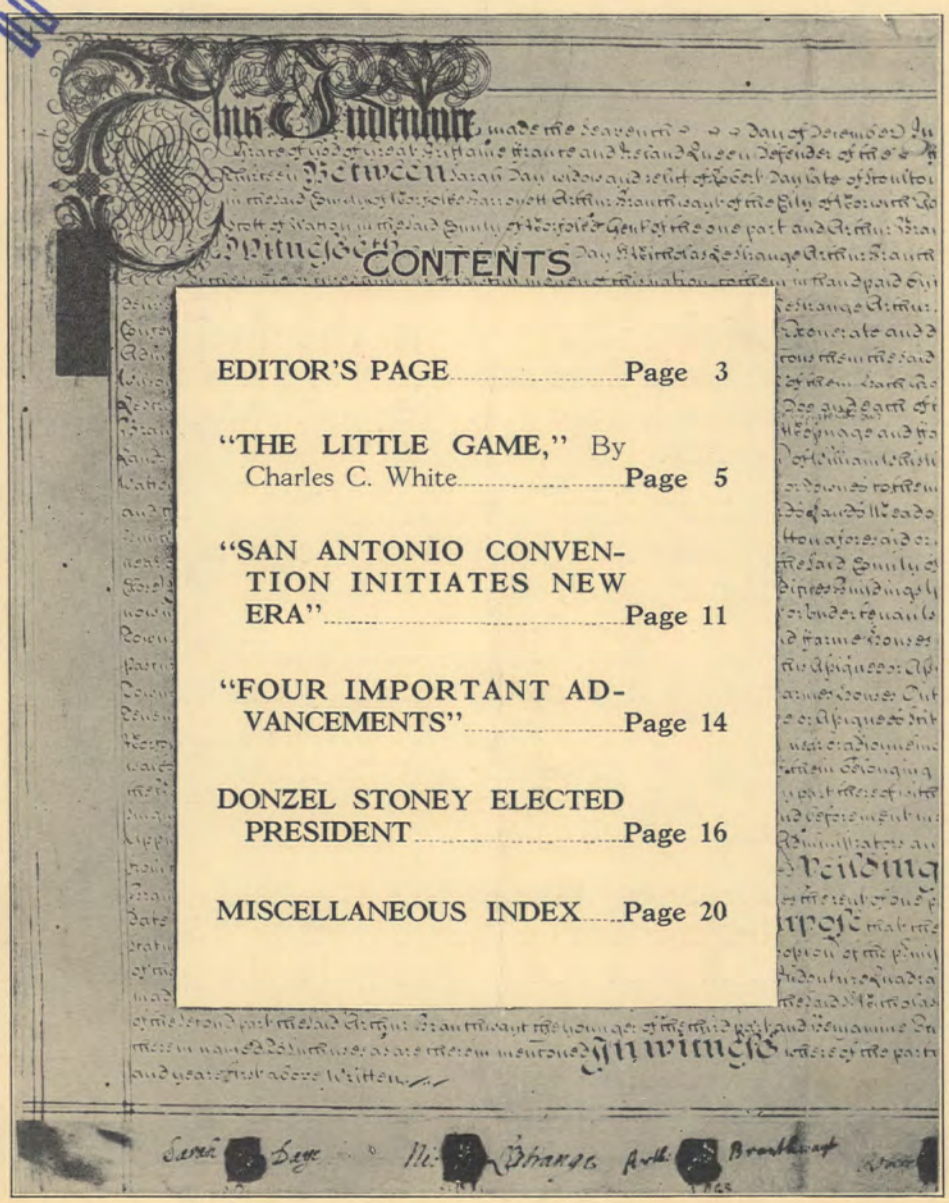

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THE ANNUAL

Mid-Winter Meeting

AND

Joint Conference

of State and National Association Officials Will Be Held in

CHICAGO

January 9-10-11, 1930, Medinah Athletic Club

By special arrangement the facilities of this Club, one of the finest clubs and housed in one of the most beautiful buildings in America, are at our disposal. Moderate rates have been made for rooms.

Those attending the meeting will be issued guest cards permitting them to avail themselves of all the privileges of the club, swimming pool, etc.

An exceptionally interesting program has been arranged and much will be accomplished by this meeting.

Another of those famous evenings will be given by the Chicago Title & Trust Co.—a dinner at the Medinah Athletic Club and a theatre party.

All officers of the sections and members of committees of the American Title Association, both for 1929 and elected for 1930, and all state officers are urged and expected to attend.

Everyone Interested Invited and Welcome

It Will Be a Success In Proportion to the Attendance

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TITLE NEWS

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Editor—*Richard B. Hall, Midland Building, Kansas City, Mo.*
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Vol. 8 NOVEMBER, 1929 No. 11

Frozen—On a Bed of Coal!

PRIMITIVE man froze to death lying on a bed of coal!

A great many in the title business are doing the same thing. They are lying on an inexhaustible supply of opportunity yet use it not.

Like the coal that was at hand for the primitive man and would have saved him, are the national conventions of the American Title Association for the title man.

And as coal, when he finally knew enough to use it, made a new world for man's existence, so will attendance at the annual convention benefit those in the title business. There is evidence on every hand, proven by the progress, development and increased profits of those who have accepted the opportunity and put the returns into effect.

Each registration shows an ever increasing number of "steady customers"—those who repeat. They would not come were it not worth while.

A glance at their names for many years back shows that the most consistent attenders, many of them from the farthest away points, are those from the big title companies supposed to be the ultra of smugness, the abstracters known to be running a profitable and efficient business, or those reckoned to have things all their own way. If these feel the need and value of attending, and profit thereby, surely those with greater problems and more adverse conditions could benefit to an even greater degree.

Hundreds and hundreds of abstracters live in the central states within from twelve to thirty-six hours driving or train distance from San Antonio, also from the meeting places of most of the conventions in the past several years. They have had the same old problems for years, complained bitterly and continually of their plight. Their business, and the conditions under which it must be conducted, have not been pleasant or profitable.

But they came not—nor have they ever.

It cannot be limited to the abstracters. Within the past few years there have been several title insurance companies come forth, either through the "glorification" of an already existing abstract or title company, or the new organization of one. Others are contemplated. Many are getting "title insurance minded." Never, in the history of the association, has it been asked for so much information about the organization and conduct of a title insurance business and matters about its problems as in the last year. Each week seems to bring an increase. Many abstracters have gotten into it by issuing policies for central companies. They want and need to know a lot about the new business.

The San Antonio convention was the golden spot for all. It was the clinic, the laboratory, the school of instruction for those in any phase of the title business.

True, each year brings a bigger crowd and many new faces, but why not more?

It cannot be said that it is a lop-sided affair. A glance at the last several programs shows equal consideration has been given to the small fry, the big guy, to the abstracter, to the title insurance man, to everybody in any degree and class of the game.

Probably it is the same old story—can't afford it or can't get away, haven't time to go. These are the most expensive excuses in the world. One would never eat, either, unless he went to his meals.

No business will ever become increasingly useful or profitable when its only range of vision is confined by its own four walls.

Reflect upon the development of the businesses of the barbers, dry cleaners, florists, undertakers, druggists, and so many others. And why? Because those in them took advantage of finding out what was going on and the opportunities developed for their respective vocations.

Nor is it just at national meetings. It would seem anyone would attend his state convention and that nothing would prevent his making the short drive and taking the time necessary to attend a nearby regional meeting. But all too many do not. And hard as it is to comprehend, not all those right there in business in the town where the meetings are held, attend them. Often these absentees have long been members of the association.

Every title meeting, whether regional, state or national, is definitely and practically planned and held for just one purpose—the benefit of those in the title business.

How much longer will so many of those in the title business try to keep their fires going by splinters and twigs, tediously and laboriously gathered, and not even find out, much less use, the coal right there at their fingers' tips?

POINT out an active, healthy business or industry, serving with efficiency, prosperous in its own right, profitable for those in it, leading in what it should do—not being driven—enjoying the respect of the public and you will find it has an active trade association.

The success of every outstanding American business, profession or industry can be attributed to the influence and work of its association. And it will be found that its organization has been given every necessary support in order to provide it with the proper facilities and enable it to broadly function.

A vocation will be just what those in it make it. What is done will have to be done through its organization and the measure will be limited only by the moral and financial support given.

There is no "hooey" about this trade association business—they are an absolute necessity.

"As ye sow, so shall ye reap."

The development of the title business is dependent upon its association. Anything can be accomplished which those in the title business desire. A state association cannot do much on a scant three or four hundred dollars a year, nor the national covering forty-eight times as much territory, upon a few times more such a sum.

Those in the title business alone must decide—and provide!

THE TITLE GAME

By Charles C. White, *Title Officer*

The Land Title Abstract and Trust Company, Cleveland, Ohio

I remember reading sometime since in a work on real property, that for all practical purposes one need not go back further than the Norman Conquest. You will, I am sure, agree that this is quite far enough. As a matter of fact, I am not going back quite that far.

But I do want to refresh the memory of your law school days by reminding you that if we go back far enough in the history of the English common law we come to a time when not even a deed, much less any record thereof, was necessary for the transfer of land. Possession was then the only evidence of title, and a transfer of title meant a transfer of possession by means of the ceremony of livery of seisin. No writing at all was necessary and the only record of the transfer was in the memory of the witnesses to the symbolic act of transfer.

In the course of time, deeds, as we now know them, came into general use and the symbolic transfer of land by livery of seisin was supplanted by a written instrument as the evidence of title.

You are doubtless aware of the fact that even to this day there is no general law in England for the recording of deeds and other evidences of title, and that in many parts of the British Isles it is still the custom for the grantor to pass on to the grantee his original title deeds and other muniments of title.

The recording system as we know it is an American invention and seems to have originated in one of those happy accidents that sometimes occur in the history of the law. Although there were, so far as is known, no lawyers or other persons "learned in the law" among the early settlers of Massachusetts, yet it is to this colony that we must probably go for the origin of the American system of recording deeds. As to this fact I have made no original investigation, but have accepted the statements of Professor Beale of Harvard, who, in 1907, wrote an article on the subject which you will find in *19 Green Bay 335*.

It seems that on Oct. 7, 1640, the general court of Massachusetts passed a general ordinance as follows: "For avoiding all fraudulent conveyances, and that every man may know what estate or interest other men may have in any houses, lands, or other hereditaments they are to deale in, it is therefore ordered, that after the end of this month no mortgage, bargaine, sale, or graunt hereafter to bee made of any houses, lands, rents, or other hereditaments shallbee of force against any other person except the graunter & his heires, unless the same bee recorded, as is hereafter expressed."

Provision was made for acknowledging the deeds, and they were to be recorded within the districts into which the colony had already been divided for holding courts. The ordinance further provided that "it is not intended that the whole bargaine, sale, &c shallbee entered, but onely the name of the graunter & grauntee, the thing & the estate graunted & the date."

The provision that only an abstract of the deed be recorded subsequently dropped out of the statutes, but otherwise (with modernized spelling) the ordinance of 1640 is substantially the Massachusetts statute of today. So far as I know the only modern state which provides for recording an abstract of deeds, mortgages, etc., instead of the full and complete deed is Louisiana. In New Orleans, at least, this system is in vogue and if you want to examine the complete deed you must go to the office of the notary before whom the transaction was had. You can imagine the troubles of a title examiner in New Orleans.

CHAS. C. WHITE

Author of the accompanying article, one of the most outstanding ever published in Title News

As to the origin of the American recording system, Prof. Beale has this to say: "We may, therefore, safely conclude that the American registry system as it prevails at present throughout the country had its origin in Massachusetts legislation; only the provision for acknowledging the deed before its record being derived from the Plymouth Colony."

"Now," says Professor Beale, "where did the inexperienced legislators of Massachusetts get the ideas which led to the system of land transfer?"

Beale says they might have gotten the idea from one of four European systems then in vogue.

1. The continental registry systems which were systems of registration of title (like the so-called Torrens System) and not registration of deeds.

2. The custom in some English cities and boroughs, of passing titles by judicial process.

3. The statutory process of enrolling bargains and sales, under the statute passed soon after the Statute of Uses.

4. The registries of deeds in York and Middlesex. But registration of deeds in these two countries was for the purpose of evidence only, and registration had not the effect of notice imparted by the early Massachusetts ordinance, and the modern American recording statutes.

After showing that the Massachusetts ordinance was like none of these, Professor Beale concludes: "The most distinctive feature of the American system, the priority given to the earliest recorded deed, appears to have no prototype among foreign systems. . . . . The distinctive features of the American recording system are therefore indigenous."

It is interesting, at times, to speculate on what might have been. Had the Massachusetts Colonists copied the first of the four systems mentioned by Prof. Beale, towit, the continental system of title registration, it is just possible that we title men, who wax so eloquent over the iniquities of the Torrens System, might today be proclaiming it as the great American system. One never can tell.

It was thought that the above story of the origin of the recording system in America might be a not uninteresting introduction to our main theme, which is the story of the evolution of the title business in this country and by "title business" is meant the furnishing to the prospective purchaser or mortgagee the evidence that the title of the seller or mortgagor is a good and marketable title.

Strictly speaking the evidence of title to land means "the whole body of documents or facts which evidence the ownership of land," viz., the deeds, wills,

facts of descent and heirship, which appear upon record (and sometimes not of record) in the chain of title. But practically by the term "Evidence of Title," we mean whatever document is furnished to an intending purchaser to satisfy him as to the sufficiency of his vendor's title, be that document an abstract of title, a certificate of title, a policy of title insurance, or an attorney's written opinion.

The evolution of the business of furnishing the evidence of title to land in America has gone through, or is going through, four stages: The "Pre-Abstract" stage, the "Abstract and Attorney" stage, the "Certificate of Title" stage, and the "Title Insurance" stage.

There are doubtless many communities left in this country that are in the "Pre-Abstract" stage in so far as investigation of titles is concerned. In a community where every one knows everyone else, where land is not a commercial asset, where the facts of possession, family history and heirship, and whether or not the owner has made any mortgages on the land, are matters of common knowledge which can be as accurately determined at the general store or blacksmith shop, as from the public records, no necessity is felt for any extensive examination of titles, and the purchaser or mortgagee accepts the "warrantee" deed of the seller with possibly a brief search in the recorder's office and the tax office. In my own native rural county in South Eastern Ohio, abstracts of title were unknown until the land banks started to make loans in that locality. The attorney for the purchaser usually made a brief search of the records, more especially for mortgages, and reported his findings, but no abstract was demanded. As a matter of fact, I never heard of a serious title dispute, and the seemingly primitive system of examining titles answered the purpose of that particular community. To advocate any elaborate system of examining titles in such a locality would be the height of folly.

Most communities have passed the "Pre-Abstract" stage, and are in the "Abstract and Attorney" stage.

It is not necessary in talking to lawyers to define what an abstract of title is. It suffices to say that the object of an abstract of title is to show the entire history or recorded evidence of title from its source to the present time, with the view of having such title passed upon by some one well versed in title law.

A brief history of the origin of abstracts of titles might not be out of place at this point. Under the English system of conveyancing, wherein it was necessary for the purchaser to examine the original title-deeds, wills, family settlements, and other muniments of title, it became the custom for the vendor's solicitor to prepare an abstract of the various instruments from the title papers in the vendor's possession. It was the duty of the purchaser's solicitor to compare the abstract with the originals and to deduce therefrom his opinion as to the sufficiency of the title. It will readily be seen that under this system, the abstract of title is merely an index and a guide and that the attorney bases his opinion not upon the abstract, but upon the original instruments, and that he relies at his peril upon the abstract. It is as if an attorney, examining a complete abstract of title to lands in any locality, were expected to examine personally every deed and mortgage in the chain of title disclosed by the abstract, instead of relying, as he is by custom and law permitted to do, upon the reliability of the abstract.

But, as was shown above, it has been the custom in America to record, in some public office, the various deeds, instruments, wills, etc., affecting the title to land, and in the course of time this custom has become a universal statutory requirement. So that in this country we go for our evidence of title, not to the original instruments, but to the recorded copies thereof in the public records. And I shall show further on in this talk that it is not the public records upon which the purchaser relies as an evidence of title, but rather upon an abstract thereof, plus an attorney's interpretation of their legal effect, or an interpretation thereof by a title company, without the furnishing of an abstract.

You will note that, in stating the object of an abstract, the term "source of title" was used. A question that always puzzles the layman, and ofttimes the lawyer, is "How far back is it necessary to trace a title in order to show a good and marketable title"? The answer to this question differs in different jurisdictions. The title must be traced to what is known as the "root of title." By the "root of title" is meant the title existing in some one at a time sufficiently remote to bar by force of the Statute of Limitations and by the lapse of time all adverse claims existing at the beginning of the period of limitations, including the savings clauses in favor of all persons under disability, e. g., minors, persons of unsound mind and persons imprisoned. In England this period has by custom been sixty years, but in comparatively recent times, it was changed by statute to forty years. By the English law of Property, Act, 1925, it is thirty years.

In those parts of the United States where titles are derived from a government grant, it has been the custom to demand that titles be traced to the government patent, no matter how remote that date may be. In Cuyahoga County we trace titles to 1795, the date of the grant from the State of Connecticut to the Connecticut Land Company, a period of 134 years.

But I imagine I hear some one saying "Doesn't twenty-one years adverse possession give good title in Ohio? Why then trace titles for a period of six times that span?" Well, the answer is that the Lord only knoweth when yers will tell you that adverse possespossession is adverse and all title lawsion is an exceedingly shaky basis for titles. One court has said: "Of all known titles to land beyond a mere naked possession, which are *prima facie good*, there are perhaps none recognized by the law more doubtful and uncertain than those depending for their validity upon an adverse possession under a statute of limitations." *(Brown vs. Cannon, 5 Gill [Ill.] 182.)*

Personally, I believe it to be a ridiculous and unreasonable requirement to expect that a title shall come down without defects for 134 years, and as a matter of fact, very few Cuyahoga County titles can show a clean bill of health for the whole period of their recorded history. Nevertheless, the title companies do trace all titles to 1795 and when asked to furnish an abstract of title, it is a matter of course that they show all recorded instruments from the State of Connecticut to date.

Since even lawyers, and some of the land banks, are sometimes satisfied with so-called "Short Term Abstracts" extending back beyond the period of adverse possession, which as you know is twenty-one years in Ohio, it might be well to give a few illustrations of the folly of relying upon adverse possession.

As lawyers, you know that the statute of limitations never operates against the United States, or the State of Ohio, and that as against them no one can acquire title by adverse possession, no matter how long continued the possession may be. A striking illustration of this is *Trustees of Ohio State University vs. Satterfield, 2 C. C. 86, I. O. C. D. 377* (1886). The facts in this case were as follows: When the State of Virginia on March 1, 1784, ceded to the United States, the land Northwest of the Ohio River, a part of said lands was reserved for the purpose of paying Virginia Revolutionary soldiers, the reserved part being in that part of the State of Ohio known as the Virginia Military District. By an Act of Congress approved Feb. 18, 1871, the unsurveyed lands in the Virginia Military District were conveyed to the State of Ohio. By an act of the Ohio General Assembly (70 O. L. 107) the same lands were on April 3, 1873, conveyed by the State of Ohio to the Ohio State University. The plaintiff claimed the land in question under the above acts. The defendant claimed as successor in title to an entryman under the State of Virginia, said entry being made in 1792, and under an auditor's tax deed made in 1830. It was held: (1) The lands belonged to the United States from 1784 to 1871 and to the state of Ohio from 1871 to 1873. (2) Since the statute of limitations does not run against either the United States or the State of Ohio, the defendant's adverse possession did not give him title. Here was a case where 94 years adverse possession did not give title.

The reason why it is so difficult to determine whether or not title has been acquired by adverse possession is that not every possession is of the adverse character necessary to set the statute of limitations running. The books

usually state that the possession must be "open, notorious, exclusive, hostile and adverse." Reduced to its lowest terms this simply means that the one in possession must claim to be the owner in his own right and not under any specific or implied license or permission, and the possession must be of the sort that the character of the property demands.

Here is a horrible example of what could happen in Ohio, under a combination of a long lived family in connection with G. C. 8622 which provides that "all estates given in tail shall be and remain an absolute estate in fee simple to the issue of the first donee in tail." For instance, suppose there be a grant, either by deed or will, to A and the "heirs of his body."

A's estate is what was known as an estatetail, which would descend not to A's heirs generally, but only to his lineal descendants, and in default of lineal descendants it would revert to the testator or the grantor, or the heirs of testator or grantor. In Ohio, by G. C. 8622, the estate is entailed only until A's death, at which time it becomes a fee simple in A's lineal descendants. It was held in *Dungan vs. Kline, 81 O. S. 371,* that during A's life his children have no interest which they can convey. From this it would follow that no title by adverse possession can be gained against the issue of the first donee in tail during his life, and it has been so held by the cases cited below.

A further complication of this situation is the following: Devise or deed to A for life, remainder to A's children and "the heirs of their body." Let's suppose that A has an only son B, as his heir at law. This practically means that there are two successive life estates ahead of the ultimate vesting of the fee simple in B's children. What can happen in such a situation is illustrated by the following hypothetical case taken from the life history of the writer's family:

My grandfather, John White, was born in 1789 and died in 1882. His youngest son, Zachary Taylor White, is still living, at the age of about 79. Let's suppose that he lives 12 years longer and dies in 1941. Let's suppose that my Great-Grandfather White had made a will devising a life estate in certain Ohio land to my grandfather, John White, for life, with remainder to the children of my grandfather and "the heirs of his body." Under the Ohio law this is a perfectly valid devise.

Let's suppose that my Grandfather John White, on reaching the age of 21 in 1810, made a warranty deed of the land devised to him by his father's will as if he had had the fee simple title. The grantee in this deed goes into possession and his successors in title always claim the fee simple title.

Let's suppose that my uncle, Z. T. White, dies in 1941, leaving a son who, in 1961, sues for the title and possession of this land.

The successor in title of the grantee of my grandfather answers and sets up that he and his predecessors in title have been in open, notorious and adverse possession since 1810 (151 years).

Who will get the land? Clearly, my uncle's son will prevail, since the statute of limitations did not start to run against him until his father's death in 1941, and the 21 years have not yet elapsed. *Darling vs. Hippel, 12 O. C. D. 754; Holt vs. Lamb, 17 O. S. 374; Harris vs. Maholm, 20 N. P. (N. S.) 439, 28, O. D. 228.*

It was said above that adverse possession is an exceedingly shaky basis for titles. The fact that illustrations may be given in Ohio showing instances where adverse possession, ranging from thirty-one years to one hundred and fifty-one years, would not give title, is surely sufficient proof that no safe reliance can be placed upon adverse possession as an evidence of title. It was held in *Scott vs. Walker, 15 N. P. (N S.) 208, 27 O. D. 596* that a court of equity would not compel a purchaser to accept a title based on adverse possession.

Since the only reason for the so-called "Short Term Abstract" seems to be based upon the theory that twenty-one years' adverse possession is a satisfactory evidence of title, and since it has been shown herein that neither twenty-one years' adverse possession, nor any other period of adverse user, is conclusive, it follows that the "Short Term Abstract" is a snare and a delusion. The only satisfactory abstract of title is a complete abstract from the source of title to date, and even such an abstract must often be supplemented by evidence outside the records. And it is only evidence outside the records that will determine the rights of adverse possessors.

Of course you lawyers know that the abstract is not the title, but you have all sorts of trouble to convince your clients that it is not. The purchaser does not rely upon the evidence of title as furnished by the abstract, but upon the interpretation of the evidence as contained in the opinion of his attorney. If the attorney decides that the vendor's title is a marketable one, he so advises his client, and it is upon this advice and not upon the abstract as an evidence of title that the purchaser relies and acts.

Unfortunately there is no absolute and universal standard of marketability of title, a marketable title being merely one which a court in a proper case, involving the particular facts, would force a purchaser to take under a valid contract of purchase. In one case a famous English judge said: "It is impossible in the nature of things that there should be mathematical certainty of a good title" and a leading text writer on titles has said that "such a thing as absolute security in the purchase of real estate is unknown." Because of the almost infinite variety of questions involved, lawyers and courts never have agreed, and in the nature of things, never can agree upon the question as to what is a marketable title.

Because of this varying standard of marketability and because of the fact that different lawyers might differently interpret the evidence furnished by the same abstract, one lawyer passing the title as good, while the attorney for a subsequent purchaser might reject the same title, there grew up in various localities a belief that this division of labor between the title company which furnished the evidence of title and the examining attorney who interpreted the evidence and rendered an opinion thereon, was a needless waste of energy. And so there arose in many localities a demand that title companies shall furnish not only the evidence of title, but that they shall also furnish in some form an interpretation of the evidence upon which the purchaser may rely and from which he may determine the condition of the title without the aid of an attorney. The first step in the evolution of the title business out of the "abstract plus attorney" system has been, in many localities, the furnishing of some form of "Certificate" or "Opinion" of title—the form of title paper which is known in Cuyahoga County, Ohio, as a "Statement of Title."

Now just what is a "Certificate of Title"? Whether it be called a "Statement" as in Cuyahoga County, or a "certificate of title" as it is called in some localities, or a "guaranteed certificate" as it is called in California, in St. Louis, in Washington—and perhaps elsewhere—it is nothing more nor less than an attorney's interpretation of the evidence of title which would be disclosed by a complete abstract on the same parcel of land. It is an attorney's opinion and in this form of title paper, the title company combines the function of an abstracter of titles and an examining attorney and the statement of title gives the result of the examination of title without showing the record evidence upon which it is based.

As "Warvelle on Abstracts" says on page 89:

"In many localities it is, or has been, customary to dispense with a formal abstract, and in its stead the examiner merely 'certifies' the title as being 'good,' 'bad,' or 'doubtful' in an individual named, basing his certificates upon his personal examination of the records. This is merely an opinion of title, and its worth depends wholly upon the learning, ability and financial responsibility of the individual rendering it."

The "Certificate of Title" system has some advantages over the "Abstract and Attorney" system. It does to some extent standardize marketability, for in the course of time after the system has become general, the opinion of the title companies tends to become the standard of marketability. The system is cheaper than the "Abstract and Attorney" system, and is especially adapted to the great mass of transfers of lots in subdivisions, for after the title company has once examined and passed upon the title to the parcel of land

that has been subdivided, it can issue certificates of title to the separate lots at a relatively small charge. The certificate of title is usually issued in such form as to be easily read and understood by the ordinarily intelligent layman. It is not, of course, a guarantee of title. At most it is a guarantee that the title company has found all the record title, but it is not a guarantee, as title insurance is, that the records tell the truth. So far as its opinion as to the validity and effect of instruments in the chain of title is concerned, the liability of a title company under a certificate of title is the same as that of an attorney passing upon an abstract of title to the same land. If a will or deed in the chain of title is fairly susceptible of interpretations "A" and "B," a title company under a certificate of title would be no more responsible than an attorney in giving interpretation "A," even though a court might subsequently decide that interpretation "B" is correct. In other words, **a certificate of title in so far as it is an opinion on a question of title that is open to a difference of opinion is not a guarantee that the opinion is absolutely correct.**

If I had the time I should like to discuss with you the liability of an individual, or a title company, in issuing an abstract of title, or a certificate of title. Of course you know that in Ohio an abstracter, or title company, is liable only to the party for whom the search is made. This was decided in Ohio, in accordance with the weight of authority, by *Thomas vs. The Guarantee Title & Trust Co., 81 O. S. 432.*

I had occasion recently to collect the cases on the liability of abstracters and title companies with reference especially to liability under certificates (or statements) of title, and I found the rather overwhelming weight of authority to be as follows:

1. The liability is a contract liability.
2. There must be "privity of contract."
3. The contract is not the written paper produced by the title company, but is the contract of employment. In other words, it is not a "contract in writing" within the meaning of the statutes of limitation.
4. The statute of limitations begins to run upon delivery of the title paper, and not at the date of discovery of a mistake therein.

It would seem to follow, "as the night the day," that in Ohio any claim against an abstracter, or title company, must be asserted within six years of the date of delivery of the abstract, or certificate of title. As a matter of fact I have never known of an instance where a title company has set up this defense. But I am absolutely convinced that it is a valid defense. I am of course not now talking about the liability under a title insurance policy. A policy of title insurance, being a contract of indemnity, the statute of limitations starts to run when the damage is suffered.

The final stage in the evolution of the title business is "Title Insurance." In issuing certificates of title the title company combines the functions of abstracter and attorney. Title insurance goes a step further and combines the functions of abstracter, attorney and insurer. It puts an absolute guarantee behind the title company's work. "It is nominated in title bond"—absolutely fixed by the conditions of the policy. It is the final step in the evolution of the title business, and it is only a question of time when its use will become universal, especially in the larger centers of population. For as Harrison B. Riley, President of the Chicago Title and Trust Company, said in an address to the Pennsylvania Title Association in May, 1923, "It must be admitted that Title Insurance is not applicable to all communities. Where lands are not of great value; where lawyers are not too busy to furnish rapid service; where difficulties in title are simple and easily solved through local knowledge, and where merchantability is not of high importance, it may well be that the added security of title insurance will not be worth the added initial cost. It is in the larger communities where growth in population is rapid, transactions numerous, delays expensive or fatal, that Title Insurance finds its highest sphere of usefulness."

While Title Insurance is primarily based upon the record title—no policy being issued without a thoroughly expert examination of title—there are many defects which a search of the records do not disclose against which title insurance, unlike other evidences of title, is a protection.

Any examiner of titles knows how often the question of title depends upon the facts of descent and heirship that are found in the chain of title, and how often these facts found in the probate proceedings are misleading. The law ordinarily makes no provision for a finding by the probate court as to who are the heirs of deceased persons. The application for letters of administration is supposed to state who the heirs are, but this application is of no binding effect, and through ignorance or fraud of the applicant, some heirs may be omitted. Quite often absent heirs are ignored under the wholly mistaken popular idea that seven years' absence raises a presumption of death. Under a "certificate of title," a title company may assume without liability —in the absence of anything to put it upon notice to the contrary—that the list of heirs shown by the administration proceedings is correct; under Title Insurance it guarantees that it is correct and cannot hide behind the record.

To illustrate from an instance arising in Cuyahoga County, Ohio:

Sarah Smith acquired title by purchase to a parcel of land in 1917, and executed various instruments describing herself as a widow. She died in 1921 and the proceedings on her estate state that she left no husband and that she left William Jones, a nephew, as her sole heir at law. William Jones, the nephew and alleged sole heir at law, subsequently conveyed to Jane Roe, in whom a title company, relying upon the record, certified good title. It is now alleged that Sarah Smith was not a widow, but that she had a husband, John Smith, who under the Ohio law as to non-ancestral property, claims title to the land in question.

Any attorney examining an abstract of the title to the property coming through the estate of Sarah Smith would have been justified in relying on the records. So also would a title company issuing a certificate of title. Had the same company insured the title, as it doubtless would if called upon to do so, it would be obligated to defend title of Jane Roe at its own expense, and to pay the loss in case of her eviction.

In the history of title law in the United States there are many instances of forged deeds—and it is an elementary principle of the law that no title can be taken under a forged instrument. Under a "certificate of title," a title company is justified in relying upon the record and a forged deed looks no different than the genuine upon the record. **Title Insurance guarantees the genuineness of every recorded instrument.**

As an illustration of failure of title by reason of a forged deed you are referred to the case of *Pry vs. Pry, 109 Ills. 466* the facts in which were as follows:

"A deed to John W. Pry and Hamilton Pry, who were minors, was left with John Pry for them. He erased the name of Hamilton Pry and the letter W in the name of John W. Pry and placed the altered deed on record. He then conveyed various portions to innocent purchasers without notice of erasure or forgery.

The court decided that the erasures were forgeries and the innocent purchasers took no title."

(For the facts and decision in the above case and all the Illinois cases herein cited, I am indebted to a booklet issued by the Chicago Title and Trust Company.)

But we need not go so far from home to get instances of forged deeds and false impersonation.

Aside from fictitious names, the following facts appear from the records of Cuyahoga County:

Title vested of record in John Doe.

Warranty Deed from John Doe and Sarah Doe, husband and wife, to Richard Roe.

Mortgage from Richard Roe (single) to Jane Dix.

Warranty Deed from Richard Roe (single) to Jane Dix.

It now appears that John Doe was a non-resident owner and that the recorded deed from John Doe to Richard Roe is a forgery.

This, of course, makes null and void both the mortgage and deed from Richard Roe to Jane Dix.

A title company, relying as it had the right to rely, upon the public records, certified title good in Jane Dix.

If the title company, which happens to be the one with which I am con-

nected, had been asked to insure this title, it would doubtless have done so. In which case the title company, and not Jane Dix, would now be doing the worrying. This presents a neat case, showing the difference between the liability of a title company under a certificate of title, and under a policy of title insurance.

Undisclosed dower is the "bete noir" of the title business, as any title man or examining attorney will testify. As an illustration of the danger of relying upon the record, in those benighted jurisdictions (including my own State of Ohio) which still retain the medieval idea of inchoate dower, we give the following instance of a title upon which a Cleveland title company issued a certificate of title:

John Smith acquired title to certain premises in Cuyahoga County, Ohio, and the record title shows three mortgages executed by him as a single man and the conveyance by him to the present owner describes as "John Smith, single." The present owner executed a mortgage to a Cleveland bank and the bank was recently notified that one Sarah Smith was the lawful wife of John Smith when he acquired the title and is still his lawful wife, and that she will claim her dower rights in the property. Had the purchaser and the bank demanded Title Insurance, the title company would now do the worrying for them.

That the recitals "single," "unmarried," etc., do not mean anything is shown by the following chain of title in the records of Cuyahoga County:

1. Deed to Harry M. Green, SINGLE, Dec. 28, 1925.
2. Mortgage for $10,000.00 from Harry M. Green, UNMARRIED, Dec. 21, 1925.
3. Mortgage for $3,000.00 from Harry M. Green, SINGLE, Jan. 7, 1926.
4. Mortgage for $8,400.00 from Harry M. Green, UNMARRIED, Jan. 9, 1926.
5. Deed from Harry M. Green, SINGLE, March 11, 1927.

On Dec. 20, 1926, Harry M. Green started divorce proceedings against Dorothy Green, alleging that he was married to the said Dorothy Green *in 1921, prior to all the transactions noted above except (5).*

The land in question is now involved in foreclosure proceedings and the mortgagees noted at (2), (3) and (4) above may find that the value of their mortgages are seriously impaired by reason of the possible inchoate dower of Dorothy Green.

So long as the laws of Ohio permit inchoate dower to be a possible lien on real property, the only protection of purchasers and mortgagees against the fraudulent concealment of dower is title insurance. It's the innocent purchaser who is always getting "stung" by the existence of inchoate dower. He is "the innocent bystander."

In addition to the instances cited above there are many substantial defects which can not be determined by a search of the records, many instances where the record title is good and the actual title bad. The Case of *Scanlan vs. Cobb, 85 Ills. 296* is an instance of undisclosed insanity appearing in the chain of title. *Burton vs. Perry, 146 Ills. 71* an instance of failure of title after seemingly exhaustive proceedings against unknown heirs and devisees; *Weber vs. Christian, 121 Ills. 91* and *Union Mutual Life Insurance Company vs. Campbell, 95 Ills. 267,* instances of recorded deeds never delivered; *Forcum vs. Brown, 251 Ills. 301* an instance of improper delivery of deed by an escrow agent; *Haller vs. Hawkins, 245 Ills. 492* an instance of undisclosed dower, although the deed contained a recital that the grantor was an unmarried man.

As a further illustration of the danger of forgery, the following actual occurrence in my own county is to the point:

The records show a deed from John Smith to John Jones; a second mortgage from John Jones to Henry Meyer, filed one minute later; a subsequent assignment of the mortgage from Henry Meyer to the A. B. Mortgage Company; a subsequent reconveyance of the premises by John Jones to John Smith. It has since developed that the deed from John Smith to John Jones was a forgery, and that the A. B. Mortgage Company has a worthless mortgage because it is based upon a forged deed. Had the mortgage company obtained a Mortgage Policy of Title Insurance the title company would have had to bear the loss.

In addition to the above defects which no search of the records would disclose, there are various record defects, any one of which might cloud a title, or render it unmarketable, but against which, by reason of lapse of time or other reason, a title company might be justified in issuing a policy of Title Insurance. As instances of such defects we note: Old unsettled estates; lack of publication of notice by administrators and executors; no formal election by widow or widower to take under the will; ancient mortgages, either uncancelled or improperly cancelled of record; imperfect, indefinite and ambiguous descriptions; tax titles, the validity of which depend upon the regularity of the proceedings upon which they are based; the regularity of judicial proceedings appearing in the chain of title; the rights of children born after the execution of a will; the question as to whether a will contains apt words to dispose of property acquired after its execution; the validity of deeds executed under power of attorney.

While it is not the policy of any company to insure absolutely unmarketable titles, yet there are cases of temporarily unmarketable titles which may be insured—provided the company be indemnified by means of a bond, or the deposit of money or securities, during the process of perfecting title.

As an instance of such cases we cite:

Estate in the process of administration; pending suits for money only, in the few jurisdictions where judgments date back to the first day of the term; disputed Mechanics' Liens; titles in the process of being quieted by suit.

Not long ago the company with which I am connected was called upon to insure the title in a case where a transfer was being attacked as fraudulent by a plaintiff in a court action whose suit had not been reduced to judgment but was still pending. I felt sure that the action would be demurred out of court, but the purchaser would not take the risk. We took ample security to protect the company, and insured the title, thereby enabling the deal to go through. In due time the court sustained the demurrer, and the attempt to block the deal, which was the real purpose of the suit, failed, and the title company was justified in thus rendering a real service toward the marketing of titles.

It is not my purpose to create the impression that all, or even the majority of titles are defective, but I do want to impress upon the prospective purchaser, or mortgagee, that there are many pitfalls, and that there is no more reason for his assuming the risk of title defects than that he should carry his own fire, life, accident or automobile insurance.

The difficulties of proving good title from an examination of the records has nowhere been more forcibly put than by Professor Henry W. Ballentine. In an article in *32 Harvard Law Review 135* he says:

"It is one thing to have the rightful ownership and just title to land; it is another thing to have the proof of that right which can be laid before a purchaser or before a jury. Suppose a landowner is ejected from his land and seeks to be reinstated. The deed under which plaintiff acquired title, without evidence of possession by the grantor of the premises conveyed, is not even *prima facie* proof of title such as to warrant recovery in ejectment. Nor is a connected chain of deeds, which does not reach back to the government or to some grantor in possession, sufficient, unless it reaches back to some common source of title, or to some source acknowledged to be genuine and valid, or unless there is some estoppel to deny title. The proof of a paper title sufficient to make out a *prima facie* right to possession of land may, therefore, be exceedingly difficult. It involves proving the signature and delivery of every deed; the corporate existence of every corporation in the chain of title; the execution of all powers of attorney; all the statutory notices and formalities in execution, tax and probate sales; all the descents and probate proceedings; in short, every legal step of the transfer of the title, voluntary and involuntary, simple and complex, from a recognized source down must be shown by proper evidence."

The advantages of Title Insurance are many, the chief of which is that the title company obligates itself to

defend all suits attacking the title, thus placing the resources of a financially responsible company back of the warranty of title. After all most alleged title defects are in the minds of attorneys and title examiners, and very few of them are of such a nature as to form the basis of a valid ejectment suit. Attorneys and title examiners hesitate to pass many of these defects, not because there is any question in their minds as to the marketability of the title, but chiefly because they fear that some other more captious title examiner will refuse to pass the same alleged defects. Not many of the objections raised by attorneys for purchasers, or mortgagees, are of so serious a nature as to prevent the same attorney from advising the seller, if he represented him, to make a warranty deed with the full assurance that the title could never be successfully attacked.

Just a word to the lawyers, in whose honorable profession I am proud to claim membership: While it is true that the issuance of title papers in the form of statements of title or policies of Title Insurance deprives the lawyer of a work that was once his—yet it is also true that the general use of these forms of title evidence in my own county has been largely brought about by the lawyers themselves. The average lawyer realizes that he has not had the training necessary to fit him for passing upon questions of title, and he has frankly recognized the necessity of placing this burden upon the shoulders of the title companies, on whose expert opinion experience has taught him he may rely. Experience has taught him that his opinion as to what is a good and sufficient title may not agree with that of an attorney who examines the same abstract for a subsequent purchaser—and so it often happens that he will not advise the purchase of land upon his examination of a complete abstract until his opinion has been bolstered up by the opinion of a responsible title company; not because he doubts his own opinion, or is, to use a homely expression, "afraid of the cars," but because he realizes that under the system that has grown up in Cuyahoga County, the title companies are eventually the final arbiters as to the marketability of titles. Some time or other, all titles get into the hands of a title company for its opinion.

And so it has come about that a marketable, or a good title in Cuyahoga County, means a title which a title company will certify or insure, and it is becoming quite general for the parties to a sales agreement to provide that the vendor shall furnish a statement of title or a Title Insurance Policy by one of the responsible title companies of Cuyahoga County, certifying or insuring the title good in the vendor.

Another thought in this connection. It is unfortunately true that every great invention, or greatly improved process of manufacture, necessarily causes readjustments in employment which deprive some workers of an employment that was once theirs, and works hardship to the individual. But the laws of progress are inexorable, and if Title Insurance be an improvement over present methods of examining titles, the fact that it may deprive some abstracters and some attorneys of work which is now theirs will not prevent its general use. I have always maintained that if the only objection to title registration under the Torrens System were that it would eventually do away largely with the necessity for title companies, we might as well cease our opposition to it and gradually adjust ourselves to its ultimate universal establishment. But I happen to believe that there are a lot of other objections to it.

The great advantage of Title Insurance over certificates of title is that it substitutes for a liability which may be called in question and which in my own state has never been definitely settled, a perfectly definite liability to a perfectly definite person. The liability of the company depends solely upon the conditions of the policy.

Its great advantage over an abstract of title is that its general use established a uniform standard of marketability. Attorneys will always disagree as to the marketability of titles, one attorney passing a title which another might reject. There is no legal standard of marketability, a marketable title being merely one which a court in a proper case would force a purchaser to take under a valid contract of purchase.

A quotation from a booklet issued by the Kansas City Title and Trust Company seems pat at this point:

"No one can guarantee that any title is 'good' because human fallibility must be taken into account. A guaranteed or insured title is not necessarily 'good' or suit-proof. A Title Insurance Policy recognizes possible loss but throws the risk of loss upon the company issuing it instead of upon the property owner."

Title Insurance is the modern development of the examination of titles; it is absolutely safe; it establishes an absolutely uniform standard of marketability; it placed the resources of a responsible company back of your warranty of title. Why be satisfied with less than the best form of title protection?

Falling to It—at the Barbecue, Tuesday Evening

San Antonio Convention Initiates New Era

Enthusiasm Develops Into Determination to Direct Advancement of Business

Action Taken on Many Matters

Success of Meeting Exceeds Expectations

The ideas and hopes of the planners of the San Antonio convention are now realizations. As told in advance, the entire proceedings and programs were designed to bring to a focus the many things the title business needed, just what the prevalent problems are, and then there be a reaction to advance the title business to that goal that has been long hoped for.

It all happened, only to a greater extent than anticipated. One has only to read the printed proceedings that will constitute the December issue of TITLE NEWS to see what was accomplished. The program subjects handled by capable speakers presented the things that need to be known about what has been going on in the title world. The reports and addresses of the various national association officers and committee chairmen clearly presented to those in attendance what the organization has encountered, accomplished, and what must be undertaken in the future. These things evoked much discussion and brought out many other things.

A Determined Gathering

The crowd began to arrive early, and was the usual good-natured and genial bunch, but they seemed to be there for more real serious business than ordinarily. They had evidently taken the association's word that this convention would mean something, they were there to get it, and in return were there to boost things along and see that it is now a step forward and go ahead for the title business.

They showed a confidence in the organization, a keen appreciation of what it had done and stood for, but an outward evidence that it was the future that must be handled.

More was accomplished at this meeting than ever before. The American Title Association is no longer a formative, feeling-its-way small group organization, but a well organized, functioning force, logically built, with its three sections and the directing Executive Committee.

The demands upon it are growing more every day and the changes and additions made in its official and active organization will facilitate its work. There is no question, too, but that the moving of the office will have further effect.

Title Association Receives High Compliment

One of the finest compliments and testimonials to the worth and work of the American Title Association was paid by Mr. A. A. Zinn, president-elect of the Mortgage Bankers Association of America, in his official report to his Board of Governors at their annual meeting in New Orleans the following week.

Mr. Zinn was the guest speaker at our convention, and gave one of the most outstanding addresses of any of our programs. It was, in fact, a challenge to the title business—a cold statement of facts and prophecy made by a man of conservative actions and statements, a student and executive, and one who has had years of contact with the title business.

In his report to his own official group, Mr. Zinn expressed great surprise at the seriousness of purpose that pervaded our meeting, with the sincerity that we were dealing with our business matters, not so much for our own gain as the improvement of our service, at the spirit that prevailed among those in the business, and the great amount of work the title association had done and was contemplating for the future.

A Review of Program and Activities

Many arrived Sunday, a large crowd coming on Jim Rohan's special.

Others had driven, especially many of that large crowd of Texans who were there for their state meeting on Monday. By Monday night the convention could virtually have been assembled, so there was a filled room when President Wyckoff officially called the meeting to order at 10 o'clock Tuesday morning.

Rev. Capers gave the invocation. Mayor C. E. Chambers of San Antonio extended a most cordial address of welcome. Following the mayor's welcome, Maco Stewart, a pioneer among the titlemen of the state, extended a welcome on behalf of our Texas hosts. Elwood Smith responded on behalf of the convention and with these expressions of good will and fellowship given, the serious business began.

The first day was devoted largely to

In line to get it—barbecued Chevon and trimmin's

reports of the officers, committee chairmen and others, and each and all of them should be carefully read and studied in the printed proceedings. These reports of our association officials and committeemen are not cold, dry statements, but interesting stories and recounts of what has been going on, what has happened in the business all over the country, and what must be done in the future.

President Wyckoff's address emphasizes some responsibilities that cannot be slighted. He pointed out some things of the future. Vice President Stoney, in his annual report, told what must be done within the next year. These things are based upon facts and consciousness and must have the attentive ear and response of all those in the business.

The report of the judiciary committee shows some very interesting decisions on the responsibility of title companies, all rendered within the past year and that indicate the tendency of the courts. Surely we must take cognizance of such things.

The legislative committee report was especially interesting this year because it was the most active ever and some real laws passed.

Luncheon Playette a Riot

The skit presented at noon of Tuesday was a knock-out. Truly it depicted "The Re-Incarnation of an Abstract Office." It was another story of selling title insurance, and where the abstracter "gets-in" on the game. In this it was a continuation of the play given at Seattle last year, and the second chapter of the story. The one given last year was so good that it was hard to figure how there could be an improvement but it seemed this was even better.

Written and produced as well as acted by the same cast as the Seattle one, it was a great piece of business that held the luncheon crowd in a grip of interest and then an outburst of laughter.

Jim Sheridan wrote and coached the play and acted the part of that character in which he is now famous—Garnty.

Paul Jones, as "Lipage," the abstracter, deep in the rut and suffering from the last stages of abstracteritus, gave what can seriously be said to have been one of those perfect performances. In all sincerity, his characterization and acting of the part of the old abstracter would have put many a professional to shame.

Mrs. Mark B. Brewer, as "Martha Lipage," the patient, helpful wife, showed her real professional dramatic talent.

Leo Werner as "Reelstate," and Bill Webb as "Blackstone," saw these two distinguished thespians in their usual and also now well known characterizations.

Prior to the curtain rising, Ben Love of Franklin, Texas, well known master of ceremonies for affairs and ceremonials of title gatherings in his state, gave a prologue to start it under way.

This performance was a real feature of the convention. It started the whole meeting off with enthusiasm, was entertaining, and more than that, told a valuable story.

Chevon Barbecue—and a Norther!

Everybody has heard Texans speak of Northers. No one knew just what they meant, but the gang found out Tuesday night. It had been a great old day, clear and sunshiny. It was one of those days when by looking at a man's nose and forehead you could tell he had just come in from the golf course.

At six-thirty busses started taking everybody to beautiful Koehler Park. It was nice and balmy as the line formed for chow. It was a real feed, barbecued chevon, mutton, beef, buns, relish, near beer, coffee and lots of it.

A negro orchestra and crew of entertainers were sure making some of that kind of music. All at once a bunch of wind from up on the Dakotas, Nebraska, Kansas, and other points north thought it would go South for a few days and warm up. When that kind of a breeze and temperature is on its home ground it's just ordinary to the home folks, but when they get away from home and it followed them, somehow it ain't the same.

Those that huddled and those that danced managed to keep ahead of it until about 10:30, but then it got pretty chilly and it was back to the hotel for a lot of those conferences and problem-settling affairs of groups, where friendships are made and cemented stronger.

Title Insurance Day Wednesday

Chairman Lindow started his section's program and until midnight session, with his official address.

Two of the papers of this program were exhaustive, yet practical treatises on new business departments for title insurance companies. Their completeness, and preparation by two authorities on the respective subjects, make available a groundwork and basis of

The San Anto

information for anyone who wants to consider them.

They were: "Developing a Trust Business," by Charles Stewart Baxter, trust officer of the Union Trust Co., Detroit, and "A Guaranteed Mortgage Business," by William C. Byrnes, title officer of the Integrity Trust Co., Philadelphia.

Three other most interesting and valuable papers were given, each dealing with some important matter of business conduct. Mr. McCardle's explanation and presentation of educating title workers and telling of its successful experiment (in California, of course, where we can always look for guidance and experience) is worthy of study.

Stuart O'Melveny outlined procedure in many of the unusual cases that have arisen lately, and went even further by giving a picture of the future. Title insurance is going to have to prepare for the morrow.

Regulation by legislation and the position of title insurance in respect thereto was handled by several speakers, with the basis of their expositions the recent laws passed in the several states.

Boards of title insurance underwriters and theories and practices of title insurance rates came in for thorough discussion. These two subjects evoked two of the most interesting parts of the program, largely due to the excellent manner in which the various leaders handled them. These matters appear in the open forum proceedings of the night session and should be carefully read.

Without question, the handling of the subject, "Co- and Re-insurance," by H. Laurie Smith, was not only one of the outstanding features of this program, but of those as far back as memory recalleth, and will probably stand as such for a long time. Those who will recall his paper at the last mid-winter meeting, either from reading or hearing it, would have thought he "shot his wad" then, but that was just a mild preliminary. In addition to its practical aspect, it deserves a first place in literature and rhetoric.

Open Forum a Real Show

The open forum evening session of the title insurance section adjourned again at midnight. Those who were there will never forget it. These night meetings of both abstracters and title insurance sections will be a fixture in future conventions.

Abstracters Program a Money Maker

The entire program of the abstracters section was devoted to an actual demonstration and proof that there has been found just what the abstracter and the abstract business need to put it in the front as a dignified, responsible money-making business. The theory and experiment is over. The program of activities promulgated by the abstracters section two years ago has been tried and proven and it was put on display Thursday.

A. R. Marriott on "Supplementing Abstract Earnings," Ray Trucks on "Sidelines," and Fred Wilkin on "Escrows" showed how the abstracter can increase his business to at least double his activities and earnings.

Forrest Rogers put the abstract business on display and every one in the business should almost memorize his address and take it to heart.

The evolution of the business through the abstracters bills was told by Al Bodley of South Dakota, and Carl Morgan of Colorado (substituting for Don Graham), who told of how they got the law and what it had meant.

Jim Woodford presented Charlton Hall's splendid paper on building an abstract plant, which was illustrated by stereopticon slides. This is a subject we have long wanted on a program and this was worth waiting for.

Last Session Strong Finish

Quality and quantity ran hand in hand in the Friday morning and final session.

N. W. Thompson gave information on a matter of growing importance and a subject never before explained, the use of title insurance for oil, gas and mineral leases. Again California has solved a title insurance problem and led the way for the rest, and this paper, coming from an authority, gives the title insurance people invaluable data on another subject.

McCune Gill possesses that combination of thoroughness and fascinating delivery. His paper on "Reversionary Interests" not only established the principles of law, but his giving of it was one of the real entertaining numbers of the program. The formal paper appears in the proceedings.

The last speaker was A. A. Zinn, president-elect of the Mortgage Bankers Association. His address was commented upon in the beginning of this article. Again it is said that it was one of the most timely things ever given to our people. Read it.

ıvention Gang

Finale

The convention ended with the selection of Richmond, Va., as the 1930 Convention City, invitations being presented by H. Laurie Smith and E. D. Schumacher, titlemen of that city. It will be a great place for a convention, so prepare to go.

The golf players had a tournament in the afternoon, but the visitors didn't stand much show against home boys.

Those not addicted to the golf bug took an interesting sightseeing trip.

The grand finale was planned for the evening, in the form of an outdoor native banquet. The stands serving Mexican food which hold forth on Haymarket Plaza had been chartered for the evening and a big time was in store, with a dance and entertainment to follow, all furnished by native musicians and entertainers.

But again we got a surprise. It isn't supposed to rain in Texas, San Antonio especially, except now and then, and much less should it rain on visitors when they are having a big time outdoors. But it did, and just about the time the gang was getting loaded up on tamales, chili, liquid and solid fire—maybe the elements thought they needed something to put the fire out—anyhow it came. Not to be daunted, we adjourned to the hotel, orchestra and all, and had a great evening.

It was a real convention and the atmosphere of the thing was great. The Texas folks certainly made us welcome, at home, and sorry to leave.

Four Important Advancements

Organization Structure, Creation of Two New Official Bodies, Additional Places on Executive Committee, Office to Chicago

The organization and administrative structure of the association came in for more consideration and provision for increased efficiency at San Antonio than ever before.

Some of them have been under advisement for some little time, while two were presented and adopted at the moment.

Of great interest to the entire membership will be the action of the executive committee in moving the association office to Chicago. The need for this has been felt for some time and it has been in mind to do it as soon as the association could provide therefor. The time now seems desirable and the executive secretary was instructed to make the move as soon as possible, and before the time of the Mid-Winter Meeting if it could be done. At the present time negotiations are under way for office space and other matters are being worked out, as there is some little detail and concern connected with such a move.

The change will be made as soon as is possible to do so and advance notice of the time and new address will be sent out to the membership in due time. Until such notice is received, however, the office and mailing address will be Midland Building, Kansas City, Mo., and all matters for the time being and mail sent addressed to the present office.

It is felt that this change will be of material assistance in facilitating the work of the organization as well as add to its possibilities and opportunities. Chicago is the association center of the country and there are located in it the offices of the several associations kindred to the title business. Better facilities for the work and more convenience in its activities will be afforded. In fact, it is felt that there will be a material and noticeable moral effect in general, both from our own membership and the added prestige that will accompany being located in Chicago.

Chow at the Friday Outdoor Mexican Banquet
Chili, tamales, frijoles, hot stuff and how—until it rained—quite an unusual thing for it to do

Advisory Council Provided

In the past few years many problems and questions have arisen that call for a stand and determination of policy from the association, which of necessity must speak for the entire title industry.

Realizing the desirability of these matters being referred to some representative group, composed of leaders in all branches of the title business from all parts of the country, President Wyckoff, in his address at the mid-winter meeting last January, proposed the creation of an advisory committee. The constitution and by-laws of the association were amended to include the creation of such a group. It is to be composed of a minimum number of nine, to be appointed by the president of the national association. The intention is to have just as representative group from over the entire country as possible to select.

It will be composed of the presidents and chairmen of the boards of various large title insurance companies, abstracters, and other leaders and authorities in the business, known to represent the leadership and constructive

thought in affairs relating to the title business.

The idea for their work and function is that it shall be an advisory body to pass upon policies for association work, matters of legislation and construction of actions when various matters must be decided. It will determine upon recommendations relative thereto, pass them to the association, and it consider them as matters for determination.

In several instances lately, state legislature, governmental agencies and departments and others have asked for an interpretation of matters, or statement of policy in respect to various vital business questions. The official body of the association is reluctant to determine and broadcast such unless emanating from the membership and representatives of the business.

In other cases state associations have either asked the national association for interpretation or declarations, either of separate matters for their activities, or in controversies. The policy of the national organization is to help, guide and initiate matters for the state organizations and to the extent they desire. It never wants to dictate or attempt to control. It is felt that in this work too, the advisory committee will be of great assistance.

President Wyckoff will shortly announce the names of those he will select for the original group.

A States Council to be Formed

The second advisory council to be provided for will be one to come from the state associations. Provision was made for the creation of a States Council, members of which shall be known as states councilors. Each state association shall, before the 15th of November of each year, select in such a manner as they may choose, someone for the postion, to be elected for a year, and shall certify his name to the national association by that date. If they do not, then the president of the American Title Association is privileged to select someone from such state.

The idea of this group is to further establish and maintain a contact between the various state and the national associations. The members of the States Council will, in fact, be the official representatives of the state associations in the official body of the national, and will in turn, be the official representative of the national within their state affairs.

It is not the intention that those so selected shall be present state officials, but rather those who have long been identified with private and state association business, acquainted with affairs, representative of both business and association matters, and who will fulfill the responsibility of the position.

These state councilors are expected to attend the annual mid-winter and convention meetings. They will convene in session immediately prior to both, consider matters, and report their findings and recommendations to the executive committee of the national.

Executive Committee Enlarged

Two more places on the executive committee were created. The present number of elected members is five, the terms of three of which expire one year, and those of two terminating the next. This is the original number provided for in the early organization of the association, before the creation of the sections made necessary by the expanding branches of the business, and before the increase in territory represented by the national association which has come about within the past few years in the creation of new state associations in all parts of the United States as well as individual members coming from others.

At the present time and for some few years, the membership has come from forty-five states and the District of Columbia, with state associations in most of them and more being formed.

The executive committee has to determine many matters of policy and business. It was also felt that in addition to the enlarged territory that should be represented, the additional places would provide for more abstracter members of the committee.

Means Strengthening of Organization

All these provisions and additions mean a general strengthening and increase in the efficiency of the association. They make for a more representative administrative group, both in the matters that will be covered and the additional personnel that will of necessity have to be called into active participation of the association's work.

With the structure composed of the three sections representing the different branches of the business, with the state associations having their own direct official group, with the national advisory council at hand, the executive committee will be fortified and the association speed up its work upon an enlarged program for the advancement of the title business, as the representative of the title industry in the country's business, operating from the most favorable city for its headquarters.

Seven of the Nine Immediate Past Presidents of the Oklahoma Title Association, in Attendance at San Antonio

Left to right, *Standing:* Roy S. Johnson, *Newkirk;* E. D. Sloan, *Duncan (Present President);* Walter Thompson, *Durant;* Howard Searcy, *Waggoner;* *Seated:* J. W. Woodford, *formerly of Tulsa, now Seattle;* Vera Wignall, *Pauls Valley;* M. B. Brewer, *Oklahoma City*

Donzel Stoney Elected President

Officials Chosen San Antonio to Take Office at Mid-winter Meeting

Donzel Stoney, vice president of the American Title Association during the past year, was unanimously elected to head the organization in 1930. Mr. Stoney is one of the most popular and active men in the organization and has been a consistent worker for many years.

His theory of an organization was announced at his first meeting—that it should advance the business and make money for those carrying a membership. Particularly should everyone attending a convention get something profitable and worthwhile. He has emphasized this theme continually and his acts therefore, have been of a practical nature and brought results.

He has been chairman of the title insurance section, a member of the executive committee and then vice president. His elevation to the presidency came from the wholehearted support, respect and good will of everyone in the title business in his own state of California, the Pacific Coast states, and the membership at large.

Mr. Stoney is vice president and manager of the Title Insurance and Guaranty Co., San Francisco, which has branches and affiliated companies throughout northern California. He has always been active in title association affairs in California and is a past president of the state association.

Ed Lindow Elected Vice President

Edwin H. Lindow was elected vice president, and therefore becomes chairman of the executive committee. Mr. Lindow is one of the youngest title insurance company executives in the country.

He is also one of the youngest members of the association to have been elected to the two responsible offices that he has, but the honor has been earned. He is executive vice president of the Union Title and Guaranty Co., Detroit, Mich., which, under his guidance and management, has become one of the outstanding companies of the country.

Mr. Lindow's initiation into the association was the mid-winter meeting in 1924. He has not missed any national association meeting since and in all the years he has held an active assignment and performed some major responsibility. As chairman of the membership committee a few years ago, the membership of the association was increased nearly one-third. He has been chairman of the title insurance section for three years and conducted it as an active organization, accomplishing much for the development and benefit of title insurance.

Whitsitt Re-elected Treasurer

J. M. Whitsitt was re-elected treasurer. The association is fortunate in having one who so conscientiously and diligently takes care of the duties of treasurer. There is a tremendous amount of work involved which Mack has generously provided for.

Donald B. Graham to Abstracters Section

Donald B. Graham, president of the Adams County Abstract Co., Brighton, Colo., and assistant to the president of the Title Guaranty Company, Denver, was elected chairman of the abstracters section.

Mr. Graham has been an official and directing force in the Colorado Title Association for years, and during the past year conducted a most successful series of regional meetings in the state and saw the enactment of the abstracters law at the last session of the legislature.

He was chairman of the membership committee of the national association this year, and conducting a very successful campaign. He is thoroughly qualified to direct the association's work on behalf of the abstract business, continuing the pace set by Jim Johns.

Arthur C. Marriott, vice president of the DuPage County Title Co., Wheaton, Ill., and president of the Illinois Title Association, was elected vice-chairman of the section.

Herman Eastland, Jr., secretary of the Eastland Title Guaranty Co., Hillsboro, Tex., and president of the Texas Title Association, was chosen secretary.

Those selected for the Executive Committee were: Elizabeth Osborne, Yakima, Wash., president of the Yakima Abstract & Title Co., and secretary of the Washington Title Association; A. L. Bodley, secretary of the Getty Abstract Co., Sioux Falls, S. D., president of the South Dakota Title Association, also chairman of the South Dakota Abstracters Board; Ray Trucks, president, Lake County Abstract Co., Baldwin, Mich.; Forrest M. Rogers, president, Rogers Abstract & Title Co., Wellington, Kans.; Walter Thompson, president of the Bryan County Abstract Co., Durant, Okla.

Stuart O'Melveny Title Insurance Chairman

The title insurance section recognized and honored Stuart O'Melveny by electing him chairman for 1930. Mr. O'Melveny is executive vice president of the Title Insurance & Trust Co., of Los Angeles, Calif. He became interested in the national association at his first meeting, coming to the Denver convention with the record-breaking California crowd. He has done some invaluable work for the organization ever since.

Last year he was chairman of the title examiners section, and was given the additional task of chairman of the Uniform Policy Committee, created especially to draft and prepare the American Title Association Standard Loan Policy. His work in the preparation and presentation of the American Title Association form is well known and the proceedings of the San Antonio convention will show the further appreciation and developments in its adoption.

Other officers of the section selected were: vice chairman, Charlton L. Hall, secretary and manager, Washington Title Insurance Co., Seattle, Wash.; Secretary Leo S. Werner, vice president, Title Guarantee & Trust Co., Toledo, and secretary of the Ohio Title Association.

Members of the Executive Committee: Henry R. Robins, president, Commonwealth Title Insurance Co., Philadelphia, Pa.; Wm. H. McNeal, vice president, New York Title & Mortgage Co., New York; H. Laurie Smith, executive vice president, Lawyers Title Insurance Corporation, Richmond, Va.; E. B. Southworth, executive vice president, Title Insurance Co., of Minneapolis, Minn.; and Chas. W. Buck, president, Maryland Title Guaranty Co., Baltimore.

Elwood Smith Heads Examiners Section

Elwood H. Smith, of Newburgh, N. Y., was elected chairman of the title examiners section. Judge Smith has been surrogate of his county's court for several years, and is a title authority in up-state New York. He is president of the Hudson Counties Title Co., operating in several counties throughout the state.

He is a former president of the New York State Title Association and has been active in national association affairs for several years.

McCune Gill, known to every member of the association, was elected vice chairman.

Andrew M. Sea, Jr., counsel for the Louisville Title Co., Louisville, Ky., was chosen secretary.

The executive committee of the section is composed of: O. M. Fuller, president, Atlanta Title Guaranty Co., Atlanta, Ga.; Chas. C. White, title officer, Land Title Abstract & Trust Co., Cleveland, O.; F. C. Hackman, legal department, Washington Title Insurance Co., Seattle; R. Allen Stephens, of Brown, Hay & Stephens, Attorneys, Springfield, Ill.; and Olaf I. Rove, legal department, Northwestern Mutual Life Insurance Co., Milwaukee, Wis.

Executive Committee

Four places were filled on the executive committee. The terms of two ex-

pired, and there were two additional to be named as a result of the change in the constitution and by-laws making provision therefore. The terms of Henry B. Baldwin and J. M. Dall expiring, were filled by their re-election.

James S. Johns, chairman of the abstracters section for the past three years, was placed upon the executive committee as one of the two new members. One of the ideas of the enlargement was to give more recognition to the abstracters, and certainly no one could better fill the responsibility than Jim Johns.

Harry C. Bare, vice president of the Merion Title & Trust Co., Ardmore, Pa., was elected to the other place on the committee. Mr. Bare has for years been a faithful representative of his state in the activities of the national organization, and fulfilled several important assignments in its work. He has been an active officer of the title insurance section and will make a valuable member of the association's general executive committee.

Installation at the Mid-Winter Meeting

The officers elected at the San Antonio Convention will be installed and formally assume their active duties at the Mid Winter Meeting to be held in Chicago, Jan. 9, 10 and 11.

Again California held the record for having the largest delegation outside of that from the state in which the convention was held. Thirty-four Californians came to San Antonio in a special car. Fred Chilcott has an annual job, in which he takes a great deal of delight, of stimulating interest among fellow title men in his state in the national title conventions.

Next in line was Oklahoma, with twenty-seven registered. It almost looked like an Oklahoma Title Association convention. Oklahoma abstracters took advantage of the proximity of this year's convention, which example might well have been followed by those in other nearby states.

Kansas had a good representation, most of them driving, due to the efforts of Fred Wilkin in stimulating interest in a caravan. Many of them took side trips to the border and other places of interest and made it a real party.

Wisconsin had a record-breaking crowd from that state and one of the largest from a state of any real distance.

A glance at the registration list will show that several companies have learned the value of having their officers attend the national convention. In some cases there were from two to six, and even more, representatives of a single company registered.

Those who hold the record for having traveled the greatest distance are the Washington crowd from the Northwest, and Bill Webb from Bridgeport, Conn., the opposite corner of the country.

You may have heard a Southerner speak of a "northah" and wondered what it was. Those attending the convention found out, for San Antonio was visited by two of them during the week. Norther—a fascinating name for a cold spell. But it is just as cold as we get up north—perhaps more so, for the temperature drops so quickly after a very warm day.

Texas broke the record for the largest state attendance at any American Title Association convention. There were fewer local people in attendance than usual, although each eligible San Antonio title man and woman was registered. Texas title people from all parts of the state and from all the large cities were present. It was a mighty large gathering and the Texas Title Association convention, held the day preceding the opening of the national convention, was one of the largest in the history of that organization.

Thirty-three states had delegates at the convention. This means that it was a most representative affair and that there is a nation-wide interest in the American Title Association. Every year more and more people are coming to appreciate its work and realize that it is the real clinic and melting pot of the title business.

Golf players found a new wrinkle in the greens when they tried to putt on the closely shaven Bermuda grass. The clip, clip of the ball was music to the tune of a bad putt. In addition to one's ability to allow for the wind, the terraine dampness and all the other things affecting a good putt, before the week was over the title golfers were learning to allow for the curly-cue of the grass on San Antonio greens.

There were fewer obstacles on the indoor golf game and were more days for it. The deep, soft, new rugs and floor coverings of the Plaza Hotel made wonderful fairways and greens. It has been difficult to get full reports about the different play-offs and real winners of the indoor golf games, but it apparently was settled Friday night in the championship round on the mezzanine floor lobby. Some of us outsiders think the home boys ran in a ringer again, not being content with taking all the honors in the outdoor game. At least, we are still wondering who that fellow was.

A tribute to the Plaza Hotel is in order. It was without question one of the finest hotels in which we have ever held a convention. The reasonable rates were almost astounding and the atmosphere was certainly gracious and hospitable. Everything possible was done for our convenience and comfort and it would be hard to imagine how better service or more personal attention could have been afforded.

The prize for the best definition of a hot tamale goes to Walter Daly. Here it is: A firecracker wrapped in asbestos.

Probably more people drove to this convention than in any previous year. It is rather natural for the people in the southwest states to still think little of distance. It is nothing for them to get on horse back and ride ninety miles to a dance some night or hop in the car and drive 250 miles for the same thing. But there were plenty of long distance drivers from far away points, too. Ray Trucks drove all the way from Baldwin, Mich., Larry Ptak from Cleveland, Ohio, and Al Bodley from Sioux Falls, S. D. One doesn't realize it, either, but those who drove from adjoining states of Colorado and New Mexico traveled a few thousand miles getting there and going back.

We have often wondered about the reverence and respect people in that part of the country seem to have for the cactus plant. You see acres and acres stretching into miles and miles of it down there. We had supposed the reverence was because of its beautiful bloom, for the blossom of the century plant has no peers. One would naturally respect it because of its thorns. But we find it has another value. Like the apple, the grape, the kernel of corn, and other similar products, its juice has a very wonderful and potent medicinal value.

The seven past presidents of the Oklahoma Texas Title Association attended the convention. That's a record. And if you don't think that Oklahoma is a real state just remark to an Oklahoman that the discovery of oil down there was certainly a godsend. Before he gets through, you begin to understand the size and spirit of the Oklahoma delegation.

Many of the delegates enjoyed a visit to Kelly field, one of the largest aviation training schools in the world. We wonder if Jim Woodford ever got out there?

Those of the delegates used to the carefully planned, parallel streets of the average American city were hopelessly turned around in the maze of San Antonio streets. Some are wide and some are narrow—a few are straight and many are crooked. A San Antonian will tell you that his city was originally Spanish and grew up along the old crooked Spanish byways. Although perhaps you are annoyed by the queer street plan at first, you soon come to regard it as one of San Antonio's many charms.

No one left San Antonio without having had at least one real Mexican dinner. For thirty-five cents you get a full course dinner which is almost enough for three people—Tamales, chili, tacos, Mexican rice, enchillades and frijoles. Most of these dishes are as difficult to describe as their names are to pronounce, but the basis of many of them is a tortilla, a flat, round cake made of steamed corn flour. It is interesting to watch Mexican women making them. With consummate skill they pat a round lump of dough between their hands into a paper-thin, perfect circle, which is baked on top of the stove. They may be eaten as bread, fried until crisp, or served as the covering of enchillades, tacos and other Mexican dishes.

It may be better to be late than never, but the Misses Grace and Hazel Miller, of Racine, Wis., weren't even late for the St. Louis special, although their train was delayed and they missed connections in Chicago. They rushed out to the Universal Aviation Corporation field in Chicago, chartered a special plane, were piloted by an official of the company, and reached St. Louis with hours to spare.

The San Antonio convention committee paid the ministers and weather man well, but not quite well enough. Sunny San Antonio failed to live up to its name when the crowd assembled for the outdoor banquet in Hay Market Plaza Friday night. Scarcely had the early comers started to eat when the fires of real Mexican chili and tamales were quenched by a sudden downpour. Title men may be all wet but you can never dampen their spirits. They hustled off and had dinner in various places and then took the Mexican orchestra back to the hotel and spent the evening dancing.

This convention crowd probably stuck together better than any other in the history of A. T. A. conventions. As a result, more friendships and acquaintances were made than ever before. It wasn't a case of finding something to do or getting in with some crowd; it was having to decide how many social engagements you could keep in twenty-four hours. Everyone was keeping open house and good will, friendliness, sociability and hospitality reigned supreme. One of the biggest things of a convention, one that brings more actual benefit and profit in every way, is the friendly milling together of those in attendance. It was easy to see that this convention excelled all others in this respect. Many problems were settled in the various hotel rooms and a walk down the corridor of any floor certainly impressed one with the number of sessions being held.

The Texas Title Association offered a silver cup to the golf king of the title world. But you will notice that they didn't let that cup go out of their state.

Really, Frank, we think you should have let Fred Condit or Charley White take that cup home.

Can you picture the gang sitting under the spreading pecan trees and the moon and the stars eating barbecued chevon (which is young kid they told us) and drinking near beer? And then dancing to real southern music? And, boy, if you've never heard a negro dance orchestra, you ain't heard nothin' yet.

We'll make you sorry yet that you didn't go to the convention.

Pioneer Title Insurance & Trust Company Erects Handsome Home

Interesting Campaign Arouses Public Interest

The Pioneer Title Insurance & Trust Company, of San Bernardino, Calif., has moved into its new home. The building is an adaptation of late Italian Renaissance architecture and is a splendid example of modern art and modern business. The company has enlarged its activities to include a complete title, escrow and trust service.

For several months before the completion of the building, even before its actual construction began, and then all through its building, very interesting and appropriate announcements and publicity stories were sent out by the company and also appeared as newspaper advertisements.

Among these was an announcement that an old landmark passed when the contractor's wreckers razed the old Title Insurance & Trust Company building. To the left of the page was a boxed paragraph over the president's signature which read in part:

"Before the new building can be erected the property must be cleared—all obstructions removed.

"But more important than the removal of mere material obstructions—whether in your building operations or ours—is the assurance of clear title to the property. A title with no obstructions or cloudy details . . ."

The progress of construction was kept before the public by stories of the excavation, the removal of the old vault doors, the laying of the foundation, the installation of a modern sprinkling system that will afford protection from both inside and outside conflagrations, the completion of the steel work, and finally the "dream fulfilled." Each story was accompanied by a boxed paragraph drawing an analogy between the part of construction work described and some phase of the title insurance business.

An entire section of the San Bernardino Sun and Evening Telegram was devoted to a description and illustrations of the new building and personnel of the company.

At the formal opening reception, officers of the company received the compliments and congratulations of all the city and their friends throughout the title world and many tokens of good will were sent from prominent business men, firms and institutions in southern California.

NORTH DAKOTA TITLE ASSOCIATION ON THE AIR

The North Dakota Title Association recently broadcast over Station KFYR, Bismarck, North Dakota, a series of announcements which briefly outlined the function of the abstracter and the problems and pitfalls encountered in the usual real estate transaction.

A. J. Arnot, Secretary-Treasurer, writes that their association is so convinced of the effectiveness of this sort of publicity, from an informative and good will standpoint, that they plan to do more broadcasting this winter.

Following is the type of announcements used:

"The North Dakota Title Association, composed of the Abstracters of North Dakota, wish to call the attention of all property owners and home owners to the importance of securing an abstract up to date, showing the exact condition of the chain of title to your home or property. Sometimes matters get into the records which you are not aware of and then when you wish to sell your property you are delayed and many times expensive to remove from the records. An abstract up to date will disclose the exact condition of your title to your home or farm. Call on your local abstracter in your County and he will gladly explain to you."

"Again the North Dakota Title Association comes to you with this announcement. Do you own real property? If so, are you certain that their title is good? Many owners of real property, who are certain that their title is good, find when they want to sell or negotiate a loan thereon, that there are many defects and irregularities of record of which they had no knowledge. The result is delay and sometimes the loss of a sale or inability to secure a loan. An abstract up to date will disclose the complete record title to that property. Consult your local abstracter in your County and he will gladly advise you.

"This announcement comes to you from the North Dakota Title Association."

"Again the North Dakota Title Association comes to you with this announcement. A suggestion to property owners that they consult their local abstracter regarding their titles. Some past due taxes may have been overlooked, a satisfaction of mortgage, a deed or some other important instrument may not have been recorded. Any one of these omissions means trouble and expense at a later date. A large majority of abstracts reveal discrepancies of which the owners were not aware, and there is no time like the present for perfecting titles. Your local abstracter will gladly explain to you without obligation."

A suitable reply for the advertiser who ends his ad with "Party is known," would be: "Please call at recognized person's house for lost article."

NEWSPAPERS AND MAGAGINES EXTOL ADVANTAGES OF TITLE INSURANCE

Every now and then various articles in trade papers, magazines or newspapers make some reference to the advantages of title insurance.

The following have appeared recently:

"The insurance of titles to real estate by a responsible company is one of the developments of the present age, which is evidently destined to a future of widespread usefulness."—Boston Herald.

"A purchaser of property or mortgagee taking a policy of title insurance has, instead of a search made by his own counsel, the advantage of an examination made by equally skilled experts, backed by the guarantee of the Company, and coupled with a great saving of time and expense."—Baltimore American.

"The sense of security enjoyed by an owner when he knows not only that his title has been passed upon by a system of almost mechanical accuracy, but also that he holds a responsible guarantee, is well worth the cost to him."—Lippincott's Magazine.

"It is only within the last few years that a purchaser or mortgagee of an estate could, for a small sum, procure a policy of insurance which would afford him perfect protection from the cost and anxiety of litigation."—Banker and Tradesman.

The Miscellaneous Index

Items of Interest About Title Folk and the Title Business

The New York State Title Association recently had printed and distributed among its members a copy of all the laws enacted by the New York State Legislature, session of 1929, which had any bearing on the title business or kindred subjects.

The Monmouth Title and Mortgage Guarantee company, of Asbury Park, New Jersey, has recently purchased the assets and title of the Asbury Park Guaranty Mortgage and Title company.

The transaction makes the Monmouth company the largest mortgage and title company in Central Jersey. It is also the oldest, having been established at Freehold by County Clerk Joseph A. McDermott in 1899.

The purchase places the total resources of the Monmouth company at $7,000,000 and its capital and surplus at more than $1,500,000.

The Pioneer Title Insurance and Trust Company, of San Bernardino, California, has recently established a branch office in Las Vegas, Nevada, in the new Boulder Dam district, qualifying under the laws of that State. They are completing a building and within the next thirty days will have a complete plant. The intention is to issue nothing but title insurance.

Our good friend, Jim Woodford, finds time not only to be president of the Lawyers & Realtors Title Insurance of Seattle, but also officiates as president of the Seattle Area, Boy Scouts of America, which includes the territory of Alaska.

The Guarantee, Title and Trust Co. of Columbus, Ohio, recently sent the following letter to its friends and clients:

"The Trend of the Times

"Some years ago the Supreme Court of Ohio decided (81 O. S. 432) that the obligation of an abstracter was a matter of contract and extended only to the person for whom the work was done and that subsequent purchasers of the property who relied upon the title as shown in the abstract could not hold the abstracter liable for defects or omissions therein.

"The effect of this decision upon the preparation of abstracts and their continuations is yearly becoming more evident. We are now frequently requested to certify that our work is being done for the benefit of the purchaser, and recently we attached a certificate to an abstract certifying that it was prepared for three different parties, the owner, a first mortgage trustee and a second mortgage trustee. Many of these requests come from non-resident attorneys and Title Companies and we are told that the practice of certifying abstracts or continuations for the benefit of the purchaser is more prevalent in other cities in Ohio than in Columbus.

"In keeping with the trend of times, without extra charge, we will attach to any abstract or continuation hereafter prepared by us, if requested when the abstract is delivered, a certificate that it is prepared for the benefit of any specified individual or company. We will also check and certify in the same way any existing abstracts or continuations for a charge commensurate with the amount of work involved.

"If this additional certification appeals to you, or if you have any suggestions or criticisms to offer in connection with it, won't you please let us hear from you?"

"Title Tattle" is a most attractive house organ published by the Intermountain Title Guaranty Company, of Salt Lake City, operating in Utah, Idaho and Montana.

This publication contains short articles on title insurance, escrow service, and allied subjects, presented in a chatty, interesting style.

The National Survey Service announces that its service is now available in Milwaukee, Wisconsin, through an agreement made with Messrs. Rhodes & Gould, of that city. The new company will be known as the National Survey Service, Inc., of Milwaukee.

The L. L. Brown Paper company conducted an Endurance Contest among abstracters and county officials, during the past year. The object was to learn of those records made of L. L. Brown papers which have demonstrated the greatest degree of endurance. This quality was defined as the extent of resistance to wear.

The purpose was not to find merely the oldest records made of L. L. Brown papers. It was to locate the oldest ones which, in addition to having defied the ravages of time, had withstood the hardest use as well.

An abstracter won first prize of $100.00. Mr. Walter McDonald, secretary, Allen Brothers, Inc., abstracters, Rapid City, South Dakota, was the fortunate one.

Think of the continuations or even new abstracts, at South Dakota statutory fees, it would take to equal this, and the proportionate work.

The Guarantee Abstract Co., Inc., of Georgetown, Texas, announces the opening of new offices in the Brady Building. The new quarters provide larger and more accessible office and plant space, and a complete title business will be engaged in, including Abstracts of Title, Conveyancing, Escrows, Maps and Special Searches of the County Records, and Title Insurance.

L. S. Booth, of the Washington Title Insurance Co., Seattle, Washington, steps forward to disprove the claim of Jim Barnes, of the Trust Co. of St. Louis County, Clayton, Missouri, to the fur medal for state convention attendance.

We thought no one could beat Jim's record of twenty-two consecutive meetings but Mr. Booth has attended every yearly state convention since he helped organize the title men of Washington, twenty-five years ago.

Shall we send the medal to Seattle without further question?

There is a growing tendency in various states to try to pass legislation compelling the recording of actual considerations involved in conveyances of real estate, with a view to equalizing property assessments by basing them upon actual sale prices of property. The New Jersey legislature considered such a bill at its last session and various commercial organizations in the state of Washington are working on the same subject.

Something new and snappy in the line of blotters is being distributed by the Johnston Abstract Company of Claremore, Oklahoma. On these blotters are printed attractive, out-of-the-ordinary cartoons with appropriate epigrams.

ASSOCIATION FOR SAFE GUARANTY TITLE ON RAILROAD RIGHTS-OF-WAY

Many title companies were recently recipients of a folder from an organization in San Francisco designating itself as "Association for Safe Guaranty Title On Railroad Rights-of-Way."

The pamphlet carried the following message:

"TO THOSE INTERESTED IN THE INCREASE OF GUARANTY TITLE:

"Nonused portions of the railroad Rights-of-Way exist in all States having national grants, and in many having state grants.

"We want a usable law for any title company agent, effective for SAFE guaranty title, on any grant, in any part of the United States. Three million parcels may be used in guaranty title when in simple fee.

"Instead of the red tape of simple fee by special acts of Congress, one act of Congress to have the procedure enabling us to use and enjoy the benefits of guaranty title by an ordinary business method.

"Limited fee has meant sparse or no settlements along the railroads, highway industries being formed continually in the wrong place. Ability to use guaranty title along the railroads means a proper loan method to renew old capital.

"We don't want a confiscatory law for this part, we do want a law allowing the railroads free judgment on title or railroad use, and recognizing their leased evaluations.

"Supreme Court decisions have ruled out confiscatory laws, approximating the grant to 'simple warrandice' of crown grants.

"We want a law to stop 'Floater' legal titled lots. No one cares to beautify or improve in limited fee.

"Special acts of Congress for validation are both costly and voluminous —too costly for nonimproved parcels.

"We want a law validating future conveyances of the Rights-of-Way, when they are properly recorded in favor of the abutting owner. Nonimproved lands can then take on a loan for improvements and beautification. We will cover thoroughly the future safety of title insurance for long time usages and see there is no comeback by the railroads.

"We will cover the mortgaged Rights-of-Way, lapsed Rights-of-Way and state grant reservations.

"It requires a deal of activity and data to successfully get through this law. All laws for Railroad Rights-of-Way have this acid distinction.

"We are organized pursuant to the laws of California, but shall maintain headquarters at Washington, D. C.

"We will meet opposition and not allow the law to be unjustly sidetracked without care.

"You are interested if there are grants or franchises in your neighborhood; contributions in case of strong interests in this subject are not limited.

"Yours for safe guaranty titles,
"Association for Safe Guaranty Title on R. R. Rights-of-Way."

Accompanying this was a solicitation for funds and a subscription blank which read as follows:

"WHEREAS: The Association for Safe Guaranty Title on Railroad Rights-of-Way is organized as a service 'To systematically seek data for, construct, originate, criticize with eminent Railroad and Land attorneys, and propose to Congress, an exhaustive, comprehensive set of laws that will make guaranty titles safe for agents in general work, on the nonused portions of the Railroad Rights-of-Way, throughout the United States for their improvements, financing and beautification,' we the undersigned, realizing the benefits that would accrue to ourselves, our company or corporation, should such laws be put in force, do hereby agree to participate in this object by contributing the following sum to this service:

"$4.00 if an examiner of titles.

"$10.00 if an abstract company.

"$12.00 if a small guaranty company.

"$18.00 if a large guaranty company without branches.

"$24.00 if a large guaranty title insurance company with branches.

"It being understood that we are not to pay any other or future sums of money for this purpose, nor that we in any way are required to express an opinion for or against any of the questions arising in this subject. The said Association for Safe Guaranty Title agreeing to do all in its power to form a comprehensive work on this subject and to furnish a complete report of its findings and the results of its work before Congress, going into all the various grant reservations and regulations affecting title, on said rights-of-way, in the United States.

"Sign here .....
and send amount by money order, draft or check to The Association for Safe Guaranty Title, Box 868, San Francisco, California."

The American Title Association is endeavoring to find out just what this all means. We should like to have a real definition of "a small guaranty company" and "large guaranty companies with and without branches." We also wonder how many companies subscribed to this enterprise and supported the attempt to erect beautiful structures on railroad rights-of-way.

If additional information is secured, it will be reported in TITLE NEWS.

GRIEF OF A SECRETARY.

(By One.)

If the secretary writes a letter, it is too long,
If he sends a postal, it is too short.
If he issues a pamphlet, he's a spendthrift.
If he attends a committee meeting, he is butting in.
If he stays away, he is a shirker.
If the attendance at a luncheon is slim, he should have called the members up.
If he does call them, he is a pest.
If he duns a member for his dues, he is insulting.
If he does not collect, he is lazy.
If a meeting is a howling success, the Program Committee is praised.
If it's a failure, the secretary is to blame.
If he asks for advice, he is incompetent, and
If he does not, he is bull-headed.

Ashes to ashes,
Dust to dust,
If the others won't do it
The Secretary must.

NEW HOME FOR SAN FRANCISCO TITLE COMPANY

Arrangements have been completed for the erection of a new six-story Class A building on Montgomery Street, San Francisco, to be occupied by Title Insurance and Guaranty Company and the Western Title Insurance Company.

The history of the Title Insurance and Guaranty Company is closely interwoven with that of San Francisco. All of the original searching concerns of the early days were welded into various organizations, which became the Title Insurance and Guaranty Company in 1902. Record searching in San Francisco in early times was extremely crude and it was not until Gillespie, Brooks and Rouleau perfected plants in the late fifties that any sort of legitimate title could be assured. F. A. Rouleau entered the title business in 1862 and continued in it until his death in 1893, when he was succeeded by his son, who has been president of the company for thirty-seven years.

Western Title Insurance Company was organized in 1920 for the purpose of acquiring title offices and affiliations with title offices in the counties outside of the Metropolitan area, to allow such offices to issue policies of title insurance. The work involved in acquiring the affiliations was exceedingly great, as most of the title men themselves had to be informed as to the real meaning of title insurance, especially in counties where abstracts had been the only form of title evidence used. Through the efforts of the officers of Western Title Insurance Company, and particularly R. F. Chilcott, president, these obstacles were gradually overcome, and by 1924 this company had acquired twenty offices in counties in Northern California.

In 1928, almost all of the stock of the Title Insurance and Guaranty Company and the Western Title Insurance Company was acquired by the Title Guaranty Company. Since this date the operations of both of these companies have been closely connected, the Title Insurance and Guaranty Company's chief interest being the business within San Francisco, and the Western Title Insurance Company the business of the counties outside of San Francisco.

The titlemen of the country hold the destiny and welfare of their business within their own hands.

The first step towards modernization and improvement of any industry, and the elevating of the vocation must be the formulation of a program within it and the creation of a consciousness among the individuals therein that will see it achieved.

If one should boil down the conversation between some people, what would be the resume? Try it with a gallon of water. What's left is still water.

THE CROAKER

Once on the edge of a pleasant pool,
Under the bank, where 'twas dark and cool,
Where the bushes over the water hung
And rushes nodded and grasses swung,
Just where the creek flowed out of the fog,
There lived a grumpy and mean old frog,
Who'd sit all day in the mud and soak
And just do nothing but croak and croak.

Till a blackbird hollered, "I say, you know,
What's the matter down there below?
Are you in trouble, or pain, or what?"
The frog says: "Mine is an awful lot;
Nothing but mud and dirt and slime
For me to look at just all the time.
It's a dirty world," so the old frog spoke,
"Croakity, croakity, croakity, croak."

"But you're looking down," the blackbird said;
"Look at the blossoms overhead,
Look at the lovely summer skies,
Look at the bees and butterflies,
Look up, old fellow. Why, bless your soul,
You're looking down in a muskrat hole!"

But still, with a gurgling sob and choke,
The blamed ole critter would only croak,
And a wise old turtle, who boarded near,
Said to the blackbird, "Friend, see here,
Don't shed any tears over him, for he
Is low-down just because he likes to be;
He's one of the kind of chumps that's glad
To be miserable-like and sad;
I'll tell you something that is no joke:
Don't waste your sorrow on folks that croak."

—The Spokane Hub.

NEW YORK TITLE AND MORTGAGE COMPANY QUALIFIES IN ILLINOIS

The New York Title and Mortgage Company has qualified to do business in Illinois, and Mr. Harry E. Randel and Mr. Wilford J. Booher of that Company are establishing agencies throughout the state. This adds another unit to the growing list of states in which the New York Title and Mortgage Company has established agency organizations.

In Chicago the Company will be represented by The Title and Mortgage Company, located in the Conway Building, which is on West Washington Street, directly across from the County Building.

The Title and Mortgage Company is a new organization headed by Colonel C. R. Vincent. Associated with him in the enterprise are Mr. George H. Grear of the firm of McKinney, Lynde & Grear, Lawyers; Mr. Walter B. Smith, formerly Title Officer of the Chicago Title & Trust Company, now of the firm of Altheimer & Mayer, Chicago; Peter Foote, South Side Chicago real estate operator, and many others prominent in the legal, financial, and real estate fields.

It is expected that the first orders will start through the new company about October 15th.

No especial effort will be made to push the business as it will be the idea of the Chicago Company to proceed with caution, letting its work attest the soundness of its position.

Title policies of the New York Company will be issued exclusively under the supervision of a corps of title men trained to the work and supervised by an experienced title officer of the New York Company. New York methods in reporting and closing titles will be employed when found not repugnant to Chicago customs.

She Didn't Know Pop.

"But, Freddy," insisted his teacher, "if your father owed the butcher $12 and the grocer $16, he'd have to pay more than $5.75."

"No, he wouldn't," Freddy replied. "That's all it costs us to move."—Progressive Grocer.

Lindow Elected President Union Title & Guaranty Company, Detroit

At a meeting of the board of directors of the Union Title & Guaranty Company, Detroit, held Dec. 10, Edwin H. Lindow was elected president and John N. Stalker, formerly president, was elected chairman of the board.

Mr. Lindow, who has been vice-president and general manager of the title company, came to the Union Trust Company in 1909. He has been actively connected with the abstract and title departments during his twenty years with the company. In 1921, this branch of the trust company business had grown to such scope that it was capitalized as an affiliated company, the Union Title & Guaranty Company, with a capital stock of $500,000. In 1925, this capitalization was increased to $1,000,000, where it stands today. The present surplus is approximately $268,000. Total assets amount to more than $1,500,000, including a reserve of a part of each title insurance premium paid and an abstract plant value far in excess of book figures.

The Union Title & Guaranty Company has branches in Pontiac, Mt. Clemens and Royal Oak and is also affiliated with abstract companies representing forty-three counties in Michigan.

Mr. Lindow has been very active in the affairs of the American Title Association, of which he is vice-president and chairman-elect of the executive committee.

At the same meeting, other officers of the Union Title & Guaranty Company were re-elected as follows: Lawrence C. Diebel and James E. Sheridan, vice-presidents; Byron C. Kelly, Louis F. Becker, Clarence W. Ceery, Ralph H. Frede, Howard P. Morley, Edward Straehle and Frank I. Kennedy, assistant vice-presidents; George A. Dankers, Carl F. Rohde, D. Hazen Wode, Edwin A. Wagner, Edwin L. Hanson, Thomas P. Dowd and George W. Holland, assistant secretaries.

The number of directors on the board was increased by six, but owing to the death of W. Howie Muir, seven new members were elected. These are Hobart B. Hoyt, John H. French, Luman W. Goodenough, Andrew L. Malott, Lewis K. Walker, Luther S. Trowbridge, and Edwin H. Lindow. The former members of the board, George H. Klein, Fred T. Moran, Frank W. Blair, and John N. Stalker, were re-elected.

A WISHER OR A WILLER.

People separate themselves into two great classes: those who wish for certain things and *those who will to have* them and get them. The first group might well be named "the wishers," for that is all they ever do—just wish and wish and wish but never work; so, of course, they do not get what they want and remain wishers all their lives. The second group are "the willers"—those who spend very little time wishing they could have a thing or be a certain thing, but just decide what they want and then go after it and never quit until they get what they want, or something better.—Boy's World.

TEN COMMANDMENTS TO SUCCEED.

Cultivate the habit of persistence which is the most necessary element of success.

Make up your mind to do the thing you dream of doing.

Plan the first step to be taken. There begin.

Perform one hard task each day.

Believe in yourself, believe in the thing you mean to do, and be proud of it.

Do not be turned from your purpose by your failures nor expect too much at first. Achievement is not a swift ride in an elevator; it's a hot, hard climb up a long, steep hill.

School yourself to disregard discouragements and opposition, and to get along, if need be, without praise or approval.

Do not interfere with others, nor try to direct their lives. You'll find it all you can do to make a success of your own.

Cut out the ill humors from your disposition, and disabuse your mind of the thought that you are being slighted.

Finally, be of a cheerful countenance. More battles have been lost by frowns, and more successes won by the narrow margin of a smile than this old world dreams of.—United News.

Mother: "Who taught you that wicked word?"

Small Son: "Santa Claus."

"Santa Claus?"

"Yes, when he stumbled over my bed on Christmas morning."

The American Title Association

Officers, 1929

General Organization

President

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

Vice President

Donzel 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.

Executive Committee

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

Term Ending 1929

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

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

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

Term Ending 1930

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

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

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

Councillor to Chamber of Commerce of United States

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

Sections and Committees

Abstracters Section

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.

Title Examiners Section

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

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

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

Program Committee, 1929 Convention

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

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

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

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

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

Judiciary Committee

William X. Weed, White Plains, N. Y., Chairman Westchester Title & Trust Co.

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

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

Olaf I. Rove, Milwaukee, Wisconsin, Northwestern Mutual Life Insurance Co.

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

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

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

Committee on Constitution and By-Laws

M. P. Bouslog, Gulfport, Mississippi, Chairman Mississippi Abstract & Title Guaranty Co.

N. W. Thompson, Los Angeles, California, Title Insurance & Trust Co.

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

Committee on Cooperation

E. F. Dougherty, Omaha, Nebraska, Chairman, Federal Land Bank.

W. P. Waggoner, Los Angeles, California, California Title Insurance Co.

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

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

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

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

Committee on Advertising

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

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

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

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

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

Transportation Committee

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.

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

Committee on Membership

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

President and Secretary of each state association.

Legislative Committee

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

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

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

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

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

Rhode Island—Edward L. 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.

State Associations

Arkansas Title Association

President, Fred F. Harrelson, Forrest City.
St. Francis County Abstract Co.

Vice-Pres., M. D. Kinkead, Hot Springs.

Sec.-Treas., M. K. Boutwell, Stuttgart.
Home Abstract & Insurance Agency.

California Land Title Association

President, Waverly P. Waggoner, Los Angeles
California Title Insurance Co.

1st Vice-President, C. J. Struble, Oakland.
Oakland Title Insurance & Guaranty Co.

2nd Vice-President, Porter Bruck, Los Angeles.
Title Insurance & Trust Co.

3rd Vice-President, Earl Lee Kelly, Redding.
Shasta County Title Co.

Secretary-Treasurer, Frank P. Doherty, Los Angeles.
Suite 519, 433 South Spring St.

Assistant Secretary-Treasurer, Harvey Humphrey, Los Angeles,
Security Title Insurance & Guarantee Co.

Colorado Title Association

President, Milton Gage, Sterling.
Platte Valley Title & Mortgage Co.

Vice President, R. A. Edmondson, Akron.
Washington County Abstract Office.

Secretary-Treasurer, John Morgan, Boulder.
Boulder County Abstract of Title Co.

Connecticut Title Association

President, William Webb, Bridgeport.
Bridgeport Land & Title Company.

Vice President, Carleton H. Stevens, New Haven.
Real Estate Title Company.

Secretary-Treasurer, James E. Brinckerhoff, Stamford.
Fidelity Title & Trust Company.

Florida Title Association

President, Wm. Beardall, Orlando.
Fidelity Title & Loan Company.

Vice President, D. H. Shepard, Pensacola, First District.

Vice President, Chas. H. Mann, Jacksonville, Second District.

Vice President, Frank D. Sanders, Inverness, Third District.

Vice President, P. R. Robin, Tampa, Fourth District.

Vice President, Lore Alford, West Palm Beach, Fifth District.

Treasurer, Mia Beck Gray, Orlando.
Central Florida Abstract & Title Guaranty Co.

Secretary, Richard H. Demott, Winter Haven.
Florida Southern Abstract & Title Company.

Idaho Title Association

President, Tom Wokersien, Fairfield.
Camas Abstract Co.

Vice-President, (North Div.) O. W. Edmonds.
Coeur d'Alene, Panhandle Abst. Co.

Vice-President, (S. E. Div.) A. W. Clark, Driggs.
Teton Abstract Co.

Vice-President, (S. W. Div.) M. L. Hart, Boise.
Security Abstract and Title Co.

Secretary-Treasurer, J. H. Wickersham, Boise.
Boise Trust Co.

Illinois Abstracters Association

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DuPage Title Co.

Vice-Pres., Will M. Cannady, Paxton.
Ford County Abstract Co.

Treasurer, M. C. Hook, Jacksonville.
Morgan County Abstract & Title Co.

Secretary, Harry C. Marsh, Tuscola.
Douglas County Abstract & Loan Co.

Indiana Title Association

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Vice Pres., M. Elmer Dinwiddie, Crown Point.
Allman-Gary Title Co.

Secy.-Treas., C. E. Lambert, Rockville.

Iowa Title Association

President, F. E. Meredith, Newton.

Vice-Pres., Carl Johnson, Oskaloosa.
Johnson Abstract Co.

Treasurer, C. A. Stern, Logan.
Stern Abstract Co.

Secretary, Frank L. Stepanek, Cedar Rapids.
Linn County Abstract Co.

Kansas Title Association

President, Pearl K. Jeffery, Columbus.

Vice-President, Milton Hawkinson, McPherson.
The McPherson County Abstract Co.

Secretary-Treasurer, A. N. Alt, Topeka.
The Columbian Title & Trust Co.

Michigan Title Association

President, J. E. Sheridan, Detroit.
Union Title & Guaranty Co.

Vice Pres., W. Herbert Goff, Adrian.
Lenewee County Abstract Co.

Treasurer, F. E. Barnes, Ithaca.
Gratiot County Abst. Co.

Secretary, A. A. McNeil, Paw Paw.
Van Buren County Abst. Office.

Minnesota Title Association

President, A. F. Kimball, Duluth.
Pryor Abstract Co.

Vice-President, Albert F. Anderson, Detroit Lakes.

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

Missouri Title Association

President, C. D. Eidson, Harrisonville.
Hight-Eidson Title Co.

Vice-Pres., W. B. Kelley, Independence.
Jackson County Title Co.

Sec.-Treas., Chet A. Platt, Jefferson City.
Burch & Platt Abstract & Ins. Co.

Montana Title Association

President, W. B. Clark, Miles City.
Custer Abstract Co.

1st Vice President, C. C. Johnston, Plentywood.
Sheridan County Abstract Co.

2nd Vice President, Al Bohlander, Billings.
Abstract Guaranty Co.

3rd Vice President, C. W. Dykins, Lewistown.
Realty Abstract Co.

Secretary-Treasurer, C. E. Hubbard, Great Falls.
Hubbard Abstract Co.

Nebraska Title Association.

President, Russell A. Davis, Fairbury.

Vice Pres., 1st Dist., Frank C. Grant, Lincoln.

Vice Pres., 2nd Dist., John Campbell, Omaha.

Vice Pres., 3rd Dist., W. C. Weitzel, Albion.

Vice Pres., 4th Dist., B. W. Stewart, Beatrice.

Vice Pres., 5th Dist., H. F. Buckow, Grand Island.

Vice Pres., 6th Dist., J. D. Emerick, Alliance.

Secy.-Treas., Guy E. Johnson, Wahoo, Hamilton & Johnson.

New Jersey Title Association

President, Cornelius Doremus, Ridgewood.
Pres. Fid. Title & Mort. Grty. Co.

1st V.-Pres., William S. Casselman, Camden.
West Jersey Title Ins. Co.

2nd V.-Pres., Frederick Conger, Hackensack.
Peoples Tr. & Grty. Co.

Secretary, Stephen H. McDermott, Ashbury Park,
Monmouth Title & Mort. Grty. Co.

Treasurer, Arthur Corbin, Passiac.
Grty. Mort. & Title Ins. Co.

New Mexico Title Association

President, William Hutchinson, Santa Fe.
Hutchinson Abstract Co.

Vice-Pres., Mrs. Belle McCord, Carlsbad.
Guaranty Abstract & Title Co.

Sec.-Treas., W. S. Moore, Carlsbad.
Eddy County Abstract Co.

New York State Title Association

President, William Warren Smith, Buffalo,
Buffalo Abst. & Title Co.

Vice Pres., Southern Sec., Edmund J. McGrath, Riverhead.

Vice Pres., Central Sec., B. A. Field, Watertown.

Vice Pres., Western Sec., R. B. Wickes, Rochester, Title Guaranty Corporation.

Treasurer, Fred P. Condit, New York, Title Guarantee & Trust Co.

Secretary, S. H. Evans, New York, 149 Broadway.

North Dakota Title Association

President, Geo. B. Vermilya, Towner.
McHenry County Abstract Co.

Vice President, C. B. Craven, Carrington.

Secretary-Treasurer, A. J. Arnot, Bismarck,
Burleigh County Abstract Co.

Ohio Title Association

President, V. A. Bennehoff, Tiffin.
Seneca Mortgage Co.

Vice-President, A. K. Clay, Dayton.
Dayton Abstract & Land Title Co.

Secretary-Treasurer, Leo S. Werner, Toledo.
Title Guarantee & Trust Co.

Oklahoma Title Association

President, E. O. Sloan, Duncan.
Duncan Abstract Co.

Vice-President, Leo A. Moore, Claremore.
Johnston Abstract & Loan Co.

Secretary-Treasurer, J. W. Banker, Tahlequah.
Cherokee Capitol Abstract Co.

Oregon Title Association

President, George H. Crowell, Albany.
Linn County Abstract Co.

1st Vice President, B. F. Wylde, LaGrande
Abstract & Title Co.

2nd Vice President, W. E. Hanson, Salem.
Union Abstract Co.

Secretary-Treasurer, F. E. Raymond, Portland.
Pacific Abstract Title Co.

Pennsylvania Title Association

President, John E. Potter, Pittsburgh.
Pres. Potter Title & Trust Co.

Vice-Pres., John R. Umsted, Philadelphia.
Con.-Equitable Title & Tr. Co.

Secretary, Harry C. Bare, Ardmore.
Merion Title & Tr. Co.

Treasurer, John H. Clark, Chester.
Delaware Co. Tr. Co.

South Dakota Title Association

President, A. L. Bodley, Sioux Falls.
Getty Abstract Co.

Vice-Pres., Paul M. Rickert, Sisseton.
Roberts County Abstract Co.

Sec.-Treas., R. G. Williams, Watertown.
Southwick Abstract Co.

Tennessee Title Association

President, W. S. Beck, Chattanooga.
Title Guaranty & Trust Company.

Vice-Pres., John C. Adams, Memphis.
Bank of Commerce & Trust Company.

Secy.-Treas., Geo. W. Marshall, Memphis.
Bluff City Abstract Co.

Texas Abstracters Association

President, E. P. Harding, Wichita Falls,
Central Abstract Company.

Vice President, Herman Eastland, Jr., Hillsboro, Eastland Title Guaranty Co.

Secretary-Treasurer, Queen Wilkinson, Wichita Falls, Central Abstract Company.

Washington Title Association

President, Almin L. Swanson, Tacoma.
Tacoma Title Co.

Vice President, W. L. Sax, Colville.
Stevens County Abstract Co.

Secretary-Treasurer, Elizabeth Osborne, Yakima.
Yakima Abstract & Title Co.

Wisconsin Title Association

President, H. M. Seaman, Milwaukee.
Security Abstract & Title Co.

1st Vice-Pres., Paul H. Hughes, Elkhorn.
Walworth County Abstract Co.

2nd Vice-Pres., Esther H. Turkelson, Kenosha.
Kenosha County Abstract Co.

Treasurer, W. S. Rowlinson, Crandon.
Forest Abstract Co.

Secretary, George H. Decker, Wausau.
Wausau Abstract & Title Co.

COMMON SENSE FORBIDS the use of INFERIOR PAPER!

TO MOST concerns, prestige is an important asset. To title and conveying companies it is a *vital* asset. You spend years and thousands of dollars building an irreproachable reputation. You calculate every action, every word to inspire perfect confidence on the part of your clients.

Yet some title companies still needlessly jeopardize their client-confidence by the use of inferior, unimpressive papers!

Such papers may easily destroy the prestige it takes years to build

If you think this an overstatement, notice the next letter or document that comes to your desk. If the paper is crisp, fresh and white, your first reaction is favorable towards the people it represents. If the paper is flimsy in appearance, lack-lustre in color, your first reaction is unconsciously one of skepticism and mistrust.

We don't mean to imply that *all* your forms require fine paper. By no means. On inter office correspondence, on inside forms where no permanence or durability is required, you do not need L. L. Brown Papers. But on letterheads, title guarantees and all forms going to your clients, use fine paper—*the finest* you can get.

It won't cost you any more. We may be able to show you how you can use quality paper where it should be used and yet actually *save* $20 out of every $100 formerly spent for paper.

L. L. BROWN Papers are the finest it is possible to make. They are permanent and durable. They are made from none but pure white linen and cotton clippings. In 80 years of papermaking, we have not known a sheet of Brown's Linen Ledger to discolor. L. L. Brown Papers, after nearly a century of hard use, still show no signs of wear . . . still retain their original fresh, crisp appearance.

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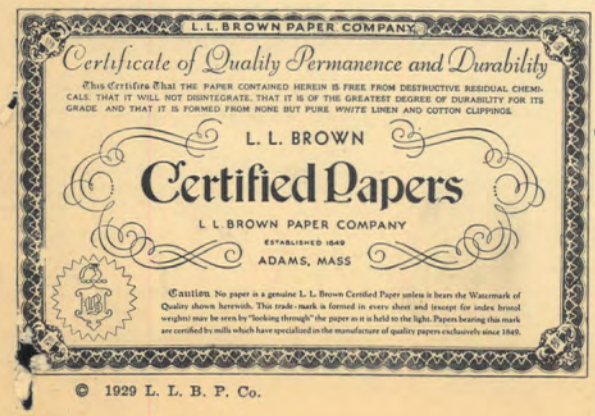
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