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TITLE NEWS

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Editor's Page

HOW do you like it—meaning of course the new fangled TITLE NEWS? The association has always been proud of its publication and endeavored to make it worth while, both in the material presented and appearance. The things that have appeared constitute a wealth of invaluable data on the title business. The make-up of the magazine attracts and also reflects the character of the organization representing the title business.

So we are proud to present an entirely new get-up. It's a good looking, impressive cover and future issues will show variety. The typography is in the latest approved taste and the type faces the last word in current style, reflecting the modern trend.

Attractive in appearance, easier-to-read text type, and giving you a tip—there are some real articles to appear.

A bigger and better magazine, and incidentally, just another bit of evidence that the association, your organization, is functioning, working for the title business and advancing right along, carrying your interests in the march of progress.

* * *

INCIDENTALLY it can very well be remarked and called to attention that few associations serve their members this way. Not many attempt such a thing. It takes a vast amount of time and work and means a constant responsibility. It is expensive, and subscriptions to a trade magazine are, with but mighty few exceptions, extra.

But not so to the members of the American Title Association. It is an integral part of the benefits they receive and included in everyone's dues.

But the sum total of all dues received does not pay the cost of the magazine alone. It is subsidized by the sustaining fund.

* * *

ADVERTISING is the life-blood of every publication. This magazine is a medium that should bring profitable returns to all who present their products. Those in the title business use a vast amount of material, the cost of which mounts into many figures.

Those who advertise in TITLE NEWS are makers of quality products in their line.

If it is something to order direct, buy it from the manufacturer whose ad appears herein. If you buy through your local dealer, specify these particular products.

* * *

WHAT all has appeared in the many past issues of TITLE NEWS and the printed proceedings of the twenty-four conventions?

Undoubtedly a discourse on almost every and any question or subject pertaining to the title business.

Hidden in these files is information and the answer to many a matter. There is in them an invaluable library on title matters.

And it will soon be disclosed because an index to both the proceedings and issues of the magazine is being prepared and will shortly be published.

* * *

VISITORS—it's always nice to have the folks stop in. Many have called in the few weeks the office has been located in Chicago.

It is certainly fine to see them, and from all parts of the country. They have come from the far corners and the nearby vicinity. These title people do get away from the court house vault and daily grind now and then.

And this subject leads us to another comment—moving to Chicago was a good move. It is going to add impetus and prestige to the association and its work, which of course will reflect favorably on the title business.

* * *

TWO special numbers will soon appear. One will be the report of the mid-winter meeting and something very much worth while to read. The other will be the directory.

Work has already started upon the directory number. Those who are slow in paying their dues are taking a chance of being left out.

* * *

ABOUT the authors of articles in this issue:

Mark R. Craig is vice president and title officer of the Potter Title and Trust Co., Pittsburgh, Pa. He is an authority on title matters and has written on several of the most perplexing questions.

George S. Parsons is solicitor of the New York Title & Mortgage Co., New York, and has had to look at the "law" of most of the states. He is a student and has had a long and varied career in title work. From incidents in this experience, he has written readable stories about many of the most interesting ones.

C. G. Kinney is of the legal department of the Chicago Title & Trust Co. He has written opinions and treatises on many legal subjects of particular interest to the title business.

Eugene Scanlan is with the California Title Insurance Co., Los Angeles. The interesting article appearing herein is reprinted with permission from the "California Real Estate Journal."

The DIRECTORY for 1930

THE annual directory will soon be published. This issue of TITLE NEWS, showing the members of the American Title Association, is one of the most practical and beneficial activities of the association.

Being listed therein is a privilege that will bring profitable returns.

Only those whose dues for 1930 are paid will be included.

Respond promptly to the request of your state secretary or the national office for payment of this year's dues.

If you have not done so, do it now. Prompt attention will hurry its publication and materially help the secretaries in their work.

Effect of Bankruptcy on Titles

By MARK R. CRAIG
Pittsburgh, Pa.

THE Constitution provides—"The Congress shall have power * * * to establish * * * uniform laws on the subject of bankruptcies throughout the United States." Art. 1, Sec. 8.

Act of July 1, 1898, and its amendments is uniform only in a relative sense, since it is made applicable to all the states without distinction or discrimination. But it has been held to be constitutional, although its operation in one state may be wholly different from its operation in another. This difference arises from the varying laws in the several states as to property, priority of claims, and exemptions.

Moreover there is lack of uniformity in the interpretation of law and its application, as the judges in the Bankruptcy Courts have not deferred to the opinions of the courts in other districts, nor have the decisions of the circuit courts of appeal been uniform, and the appellate jurisdiction of the Supreme Court is severely restricted. This lack of uniformity is well illustrated by our cases on divestiture of dower.

See Matter of Friedman, (D. C. Pa.) 31 Am. B. R. 53; In re Codori, 30 Am. B. R. 43; In re Strauch, 31 Am. B. R. 36; In re Klingerman, 42 Am. B. R. 670.
And Contra—In re Chotiner, 32 Am. B. R. 760.
See, however, Act of 1919, etc. The Act of second of June, 1919, P. L. 363, as amended by Act of twenty seventh of April, 1927, P. L. 441.

Property Vesting in Trustee

The title to all real estate of the bankrupt situated anywhere within the United States passes to and vests in his trustee in bankruptcy, without regard to the territorial limits of the jurisdiction of the court which made the adjudication of bankruptcy.

That is "all property transferred by him in fraud of his creditors" and "property which prior to the filing of the petition he could by any means have transferred, or which might have been levied upon and sold under judicial process against him," except property which is exempt.

The situation as to the title to land is the same by operation of law as it would have been under a deed from the bankrupt to his trustee. But the trustee, although a "purchaser," is not in the technical position of an "innocent purchaser for value without notice."

The Act of June 25, 1910, 36 Stat. 838, amending Sec. 47, a, Clause 2, provides:

"Such trustee, as to all property in the custody or coming into the custody of the bankruptcy court, shall be deemed vested with all the rights, remedies, and powers of a creditor holding a lien by legal or equitable proceedings thereon, etc. As to all property not in the custody of the bankruptcy court, shall be deemed vested with all the rights, remedies, and powers of a judgment creditor holding an execution duly returned unsatisfied."

The title of the trustee is not affected by the death or insanity of the bankrupt nor by his discharge.

Mark Craig

The title of the trustee on his appointment takes effect, by relation, from the date of the adjudication of bankruptcy. His status as a creditor relates back to the filing of the petition.

Between the filing of the petition and the adjudication, the title is in the bankrupt in trust for the creditors. Or, if a receiver is appointed, the title is in him. After the adjudication and before the appointment of a trustee, the title seems to be in custodia legis.

Omission from the bankrupt's schedule does not prevent title passing to the trustee.

Property acquired by the bankrupt after the presentation of the petition, even before the adjudication, does not pass to the trustee and is not within the jurisdiction of the bankruptcy courts.

As to the time of vesting the title in the trustee, there seems to be an exception to the general rule under the terms of Section 70 d, which reads as follows:

"Whenever a composition shall be set aside or discharge revoked, the trustee shall, upon his appointment and qualification, be vested as herein provided with the title to all of the property of the bankrupt as of the date of the final decree setting aside the composition or revoking the discharge—See Collier on Bankruptcy, 11th Edition, pg. 1178—in which it is stated that this section constitutes the single exception to the American doctrine that the cleavage day as to a bankrupt's property shall be the day the petition is filed by or against him."

"When a composition is set aside or a discharge revoked, property of the bankrupt which would otherwise 'be afterwards acquired' vests in the trustee as of the date of the decree so setting aside or revoking."

The time for setting aside a composi-

tion is limited to six months—Section 13. And for revoking a discharge, one year—Section 15.

The exemptions, dower of the wife and allowances to the widow and children in case of the bankrupt's death are determined by state laws.

AS TO ESTATES BY ENTIRETIES, it was held—In Re Barry, 41 Am. B. R. 357 (D. C. Mich.):

"The interest of a bankrupt in land acquired through a contract for the purchase thereof by himself and wife, being an estate by the entirety, does not pass to his trustee in bankruptcy and hence the latter is not entitled to a conveyance of such interest or to restrain the bankruptcy from conveyance thereof." In the case of Frey vs. McGaw, 35 Am. B. R., pg. —, Md. Court of App. (1915), it was held that—"In those jurisdictions where tenancy by the entirety is recognized, a trustee in bankruptcy of a husband or wife is clothed with the interest of the bankrupt in property held by the entirety, but his right to it must await the contingency of the bankrupt's surviving his wife."

In Re Beihl, 197 Fed. 870, District Court E. D. Pa., the court refused to make an order restraining a bankrupt and his wife from conveying real estate, saying, "Whatever title the bankrupt had then has already passed from him by the operation of law and—on his own account and for his own benefit. He no longer has anything to convey. It might do no harm indeed to restrain him formally from an act that he is unable to do: but it would be a mistake to regard his interest only and ignore his wife's * * * his interest is now his trustees."

Meyer's Est., 232 Pa. 89; 232, pg. 95.
Weiss V. Beihl, 232 Pa. 97.

However, the reasoning on this point at least seems to be better in Beihl vs Martin, 236 Pa. 519, in which case it is said that it is utterly impossible for either party without the other joining, to sell or assign his or her interest therein, even the expectancy of survivorship.

Therefore, since neither the bankrupt himself could have sold this property, nor could it have been levied upon and sold in execution against the bankrupt, the title would not pass to the trustee under Sec. 70 a of the Bankruptcy Act.

But under the Amendment of 1910 the trustee is also a creditor holding a lien and in re Flynn (D. C. Pa.) 2 Am. B. R. (N. S.) 281, Judge Schoonmaker held that where a husband and wife hold real estate as tenants by the entirety, and the husband is adjudged a bankrupt and his estate is in the possession of a trustee, and subsequently and before the husband is discharged, the wife dies, the trustee thereupon becomes entitled to possession of said real estate by virtue of Sec. 47 a (2) of the Bankruptcy Act, and the order of the referee in Bankruptcy directing the trustee to seize and dispose of the property was confirmed.

See Collier 13th Ed., pages 1053, 1058 and 1672.

Judge Schoonmaker, in this opinion, seems to think it important that the husband in this case died before his discharge, but the discharge of the bankrupt would seem to be very unimportant, as Charles C. White in his paper before the National Title Association (1922), says that as title examiners we are simply not interested in the matter of discharge. It is of interest only to the bankrupt and to unsecured and non-lien holding creditors. It has absolutely no effect upon titles, etc.

It would seem that the important thing would be whether or not the bankrupt's wife should die before the bankrupt and his wife conveyed the property, as the doctrine in Beihl vs Martin, Supra, is that the wife, having the entire ownership, may convey the entire property, her husband, joining, regardless of whether there are debts against the husband or whether he is in bankruptcy. If the trustee has a lien on the husband's interest in property held by entireties, this lien should continue as long as any creditors exist and should only be defeated by a conveyance by the husband and wife or, of course, by the death of the husband before the wife. This would also bring up the old question of whether or not the lien would be defeated by a mortgage given by husband and wife.

Sales of Interests in Real Property

The jurisdiction of the Court of Bankruptcy embraces all of the land of the bankrupt wherever situated and is not bound by state laws or limited by state lines in ordering its sale and the fact that land of the bankrupt may be situated in a state beyond the Federal District where the proceedings are pending is no obstacle to converting it into cash for the benefit of the estate. The court, which includes the referee, has jurisdiction to order its sale free from liens.

This power is not expressly conferred by the statute but it is necessarily implied, since such a sale is often necessary to the due execution of the power and duty to reduce the assets to money and distribute it to creditors. Gault vs Jones, 272 Fed. 117.

And it is absolutely essential that each lien creditor whose rights may be affected should have personal notice of the trustee's application for an order directing the sale to be made in this manner and be accorded an opportunity to present any objections he may have. And the record should show that every creditor whose lien will be discharged has received notice of the application therefor.

Factors and Trader's Insurance Co. vs. Murphy, 111 U. S. 738; Ray vs. Norseworthy, 23 Wall 128 (La.) In re Kohl-Hupp Brick Co., 176 Fed. 340. In re Saxton Furnace Co., 136 Fed. 697 (D.C. Pa.) (Mepherson).

Or a trustee may sell subject to liens and when property is thus sold it passes out of the jurisdiction of the bankruptcy courts, and the state courts may then proceed to enforce liens. And if the trustee obtains an order for the sale of property and the order does not mention liens, it will be construed as only authorizing a sale subject to existing valid liens. Platteville Foundry and Machine Co., 147 Fed. 828.

And the trustee may obtain an order directing the sale to be made subject to a certain specific lien or directing the sale to be made free from a specific lien and in either case the sale will not divest a superior lien not mentioned in the order and the holder of which was not made a party to the proceeding.

In Re McGilton, C. C. Wis. (3 Biss. 144); 7 N. B. R. 294; Cain vs. Sheets, 77 Ala. 492; Bassett vs. Thackara, 72 N. J. Law 81.

If there is a direction to sell free of first or superior liens, the fact that inferior liens are not mentioned will not prevent their being divested in accordance with the ordinary rule governing judicial sales.

McKay vs. Hamil, 185 Fed., page 11; 26 A. B. R. 164 (C. C. A. Pa.)

Judgments Entered Within Four Months

Liens. Section 67 (a) "Claims which for want of record or for other reasons would not have been valid liens as against the claims of the creditors of the bankrupt shall not be liens against his estate."

(b) * * *

(c) A lien created by or obtained in or pursuant to any suit or proceeding at law or in equity, including an attachment upon mesne process or a judgment by confession, which was begun against a person within four months before the filing of a petition in bankruptcy by or against such person shall be dissolved by the adjudication of such person to be a bankrupt if (1) it appears that said lien was obtained and permitted while the defendant was insolvent and that its existence and enforcement will work a preference or (2) the party or parties to be benefited thereby had reasonable cause to believe the defendant was insolvent and in contemplation of bankruptcy, or (3) that such lien was sought and permitted in fraud of the provisions of this Act; or if the dis-

solution of such lien would militate against the best interests of the estate of such person the same shall not be dissolved, but the trustee of the estate of such person for the benefit of the estate, shall be subrogated to the rights of the holder of such lien and empowered to perfect and enforce the same in his name as trustee with like force and effect as such holder might have done had not bankruptcy proceedings intervened.

(d) * * *

(e) * * *

(f) "That all levies, judgments, attachments, or other liens, obtained through legal proceedings against a person who is insolvent, at any time within four months prior to the filing of a petition in bankruptcy against him, shall be deemed null and void in case he is adjudged a bankrupt, and the property affected by the levy, judgment, attachment or other lien shall be deemed wholly discharged and released from the same, and shall pass to the trustee as part of the estate of the bankrupt, unless the court shall, on due notice, order that the right under such levy, judgment, attachment or other lien shall be preserved for the benefit of the estate; and thereupon the same may pass to and shall be preserved by the trustee for the benefit of the estate as aforesaid. And the court may order such conveyance as shall be necessary to carry the purposes of this section into effect: PROVIDED, That nothing herein contained shall have the effect to destroy or impair the title obtained by such levy, judgment, attachment, or other lien, of a bona fide purchaser for value who shall have acquired the same without notice or reasonable cause for inquiry."

As to these two paragraphs—67 c and 67 f—Black on Bankruptcy, 4th Edition, Section 931, gives the following:

"No one can fail to notice that the two clauses of this act which we have quoted above, Clause "c" and "f" of the 67th Section, are to a certain extent duplicates of each other, and yet sufficiently unlike to introduce the greatest confusion into the law if both are to have equal authority. This state of affairs is accounted for by the fact that the one clause was contained in the bill as originally passed by the House of Representatives and the other in the bill as originally passed by the Senate, and both were retained by the Conference Committee which settled the terms of the statute in its present form, and consequently passed by both houses without adverting to the conflict between them. It has sometimes been thought that the particular or special provisions in Clause "c" are to be taken as exceptions to the general provisions of Clause "f." But the courts are now agreed that the two clauses are absolutely repugnant and irreconcilable, and that therefore in any case of conflict between them, Clause "c" must give way and Clause "f" must prevail, as being the latest expression of the legislative will. Yet the two clauses must be read together, for the light they may throw on each other, in construing the act as a whole."

Collier, 13th Ed., Vol. 2, page 1584.

"When Subs. c applies: "The element of insolvency at the time of the lien not always being essential under subsection c as under subsection f, cases where this matter is in doubt will often, if possible, be brought within the former. This distinction is not important where the facts bring the alleged lien within subdivision c (1) or c (2). Still liens may be obtained through legal proceedings which amount to a fraud on the act irrespective of solvency. In that event, subsection c, and not f, applies. The phrase 'in fraud of the act' means any act intended to disturb or resulting in a disturbance of that equilibrium between creditors of the same class which is the basic principle of all bankruptcy laws."

Illustrative cases—Wagner vs. Wall, 16 Wall 584; Buchanan vs. Smith, 16 Wall 277; Toof vs. Martin, 13 Wall 40.

And under the provisions of Clause "f" of the 67th Section, all liens obtained through legal proceedings against an insolvent debtor, within four months prior to the filing of the petition in bankruptcy by or against him, are annulled by his adjudication, irrespective of the question whether the debtor suffered or permitted the lien to be obtained and irrespective of any knowledge by the creditor of the debtor's insolvency.

In Re Richards, C. C. A. Wis. 96 F. 935. Burcell vs. Goldstein, 23 N. D. 257; 156 N. W. 243.

It is strictly necessary, however, that the lien should have been created within four months before the filing of the petition and that the debtor should have been insolvent at the time it was created.

Gay vs. Ray, 195 Mass., pg. 8; Danby Millinery Co. vs. Dugan, 47 Tex. C. A. 323; Louisell Lumber Co., 209 Fed. 784.

The expression "legal proceedings" in Section 67 relates only to those actions and proceedings taken by creditors, who, having no existing lien or right of lien resting in existing contract, entered into in good faith, seek to obtain a preference by being first in the race of diligence; and the statute does not apply, for example, to a judgment recovered by a suit in foreclosure of a mortgage.

See Robinson vs. Smith, 154 Fed. 343; Schall vs. Kinsella, 117 La. 687; Bird vs. City of Richmond, 240 F. 545; In re Mooser Co., 239 F. 262. But see In re United Motor Chicago Co., 220 Fed. 772.

But where a judgment obtained more than four months before the judgment debtor was adjudicated a bankrupt did not create a lien, the levy within four months is void as against the trustee in bankruptcy.

Coppard vs. Gardner, 199 S. W. 650 (Tex. Civ. App.)

The statute declares that "Judgments shall be null and void upon the adjudication of the debtor." But it is not the judgment that is intended but only its lien, and the effect of the statute is that the property is released from the lien. Judgments debts are proveable debts in bankruptcy and this could not be done if they were "null and void." The judgment is only affected as to its lien.

Pope vs. Guarantee Title and Surety Co., 152 Wis. 611. In Re Harrington, 200 F. 1010; Severin vs. Robinson, 27 Ind. App. 55. L. Mohr and Sons vs. Mattox, 120 Ga. 962; Burgett vs. Paxon, 99 Ill. 288; Ades vs. Caplan, 132 Md. 66; In re Beck, 238 F. 653; Finney vs. Knapp Co., 145 Ga. 400; In re Surprenant, 217 F. 470; Doyle vs. Hall, 86 Ill. App. 163.

Where a judgment is rendered within four months before an adjudication of bankruptcy, it will become a lien on any real estate of the bankrupt which the trustee may elect not to take, although it is not effective against the trustee or persons claiming under him, or against the bankrupt personally.

McCarthy vs. Light, 155 App. Div. 36; 139 N. Y. S. 853; Peoples Nat'l Bank vs. Maxson, 168 Iowa, 318.

The statutory dissolution of liens is for the benefit of creditors, not for the benefit of the bankrupt, and as to him all such liens remain in force, notwithstanding his adjudication in bankruptcy, as for instance with reference to property which the trustee disclaims or which never comes into his possession.

Miller vs. Barto, 247 Ill. 104; 93 N. E. 140; Rochester Lumber Co. vs. Locke, 72 N. H. 22; 54 A. 705.

But as to exempt property, the Supreme Court of the U. S. held that, under Section 67 f, exempt property was released from judgments entered in four months.

The statute does not apply to a lien which has already been merged into a title by sale on judicial process. Where a judgment has been recovered, an execution issued, and levied, and sale of the property made thereunder, all within four months prior to the bankruptcy, the title of the execution purchaser is expressly saved by the statute in case he bought in good faith and for value received and without notice. The proceeds of the sale might be recovered by the trustee in bankruptcy if they still remain in the hands of the sheriff but not after they have been paid to the judgment creditor, unless on some question of preference or fraud.

In Keystone Brewing Company vs Schermer 241 Pa. 361, Justice Potter, discussing the effect of bankruptcy pro-

ceedings upon a judgment entered within four months, refers to Section 67, Clause f, of the Act of 1898:

"It will be noticed that under this section two things are required in order to render a lien void. First, it must have been entered within four months prior to the filing of the Petition in Bankruptcy. * * * Second, the judgment must have been entered against a person who was insolvent at the date of its entry. In Simpson vs Van Etten (U. S. C. Ct. E. D. Pa.) 108 Fed. 199, Dallas Circ. J. said (page 201): This limitation is one which can not be disregarded.' As was said by Mr. Collier in his work on Bankruptcy (3d Ed., page 434): 'Not all liens obtained against one afterwards and within four months adjudged bankrupt are deemed null and void. It must appear that the person whose property is subject to the lien was insolvent at the time of the creation of the lien.' And further in the opinion: 'We think, too, that the referee rightly held that the burden of proving the insolvency of the judgment debtor at the date of the entry of the judgment rested upon the party alleging it.' "

See, also Jenkins Trustee vs. North Pole Ice Company, 83 Supr. Court 360.

These judgments entered within the four months period can not be ignored if we are dealing with property that never passed to the trustee or with property abandoned by the trustee; or in case of sales, subject to liens; or sales free of liens, where the record does not show notice to the plaintiff in the judgment; unless there has been an adjudication of the validity of the judgment, either in the state courts or in the bankruptcy court, or an estoppel by some act of the plaintiff.

Notice

It has been said that an adjudication in bankruptcy is a caveat and is notice to all parties interested.

But this is not the rule as to persons having liens on or title to the bankrupt's property.

However the Act of 1898 provides—Section 21 e:

"A certified copy of the order approving the bond of a trustee shall constitute conclusive evidence of the vesting of title in him of the title to the property of the bankrupt, and if recorder shall impart the same notice that a deed from the bankrupt to the trustee if recorded would have imparted had not the bankruptcy proceedings intervened," and Sec. 47 c. "The trustee shall within thirty days after the adjudication, file a copy of the decree of adjudication in the office where conveyances of real estate are recorded, in every county where the bankrupt owns real estate not exempt from execution." See Amendment of 1903.

It will be noted that Section 21e provides that the order approving the bond, if recorded, shall impart notice, and that Section 47c seems to make the filing of the decree of adjudication mandatory but makes no mention of its effect as notice. Collier on Bankruptcy, Thirteen Edition, page 1070, * * * says that "careful trustees will see that both these copies are recorded." In many cases this duty of the trustee is neglected. It was held in Hull vs. Burr, 26 Am. B. R. 879, Supreme Court of Florida, 1911, that this "provision is directory only and that it does not interfere with the passing of title to the trustee." And in Kennedy vs Holl, 103 N. Y. Sup. 231, a purchaser sought to avoid taking title coming through a sale by the trustee in bankruptcy and the Court held "That the fact that no certified copy of the decree adjudging P a bankrupt was ever filed in the office of the Register of Wills of New York county, as provided for by the Bankruptcy law, does not affect the validity of the title. The trustee had a good title, conveyed a good title, and the usual search in the U. S. District Court would disclose his complete record title.'

F. C. Hackman in The Lawyer and Banker, Vol. 15, page 238 (1922), after a historical review of the early acts and cases (Davis vs Anderson, Fed. Cas. No. 3, 623; Connor v Long, 104 U. S. 228; Phillips vs Helmbold, 26 N. J. Eq. 202, pg. 208; In re Neale Fed. Cas. No. 10,066, then cites—Ward vs Hargett, 151 N. C. 365; Hull vs Burr, 61 Fla. 625) says * * * "An opinion is quite generally entertained, even by some writers of text books, that this section is intended to make it the duty of a trustee to record a certified copy of the order approving his bond in all counties wherein any property of the bankrupt is situated in order to effect notice of the bankruptcy of the owner. This view is not correct."

"Section 21-e is a rule of evidence just as subd. d, f and g are also rules of evidence." * * *

It does not provide that the certified copy of the order approving the trustees' bond must or shall be recorded. It merely declares that it shall be evidence "if" recorded * * * .

It is apparent that the Bankruptcy Act does not make it mandatory that a trustee in bankruptcy file or record the instruments referred to in 21 e or 47 c in order to effect constructive record notice of the pendency of the bankrupt proceedings.

* * * The divestment of a bankrupt's title is by positive law, of which the world must take notice. * * *

As one is put upon inquiry to ascertain whether an owner residing in distant parts acting through his attorney in fact is living and competent; or to ascertain the marital status, age, sanity, etc., of a person with whom he proposes to deal * * * so he is put upon inquiry with respect to the solvency of that person."

In Mays vs Manf. Nat'l Bank, 64 Pa. 74, Sharswood (1870), speaking of the matter of notice under an Act of Congress, March 2, 1867, said: "It must be admitted that this is an unjust and cruel law; and the effect of it may be to make bankrupts of honest and solvent men, who are only desirous of fulfilling their legal obligations. That all the world has notice of a transfer by operation of law in proceedings in bankruptcy is a mere fiction—not true in reality—whatever care the law may take to give public notice through newspapers. All men can not afford to take all the newspapers, and if they did, have not time to read all the advertisements. Life is too short and other cares are too pressing for that. The attention of Congress ought surely to be called to this subject, and some suitable provision made to protect those who deal honestly, in good faith, and without notice with bankrupts."

It is quite apparent that bankruptcy searches made in the local district, like searches for divorce in the local county, are entirely inadequate.

A Blighting Tendril

By GEORGE S. PARSONS
New York City

"But in me lived a sin
So strange, of such a kind that all of pure,
Noble and knightly in me turned and clung
Round that one sin until the wholesome flower
And poisonous grew together, each as each,
Not to be plucked asunder."

THERE was a time—gone these many years—when real estate title men looked upon their trade as a fine art and practiced it as such with pride and joy. Perhaps they were not as careful in their habits—some of them—as they might have been, and there may have been cases which would have distressed a Volstead, if there had been any Volsteads in those days. But they were men—these examiners—who knew title law, who had mastered the technique of their trade, who had that natural in-born title sense which cannot be learned, and who worked, when they did work, with a zest for what they were doing and a pride in what they accomplished. To the title men of that former day, the writer pays tribute. Several of them led him by the hand into vista of all the lore and law which lay so close in their accustomed gaze. Title men they were indeed. They knew titles and—with all their failings—they were surely men. And, lo, Ben Kimball's name led all the rest!

THE day I met Kimball was my first with a title company. He was one of some ten or twelve men sitting at small desks making up abstracts of title. It was a noisy room and there was a great deal of bantering and by-play going on—some of it not over nice, nor unduly considerate. The Boss, after agreeing to give me a trial, turned me over to Kimball. He was seated in a corner writing up questions in an abstract. He looked at me in a bored, deprecatory way and motioned me to a seat. After some moments he put his papers in a box and drew on his hat and overcoat. "Come on, youngster," he said, "let's get going."

As we strode up Broadway in the sunlight of a golden October day, he asked me: "How did you ever get into this game?"

I told him of my recently finished course in law school, of the dean's advice to concentrate on real estate law and of my taking a job at a small salary to get "title company experience." Kimball stopped just then to look at some oil paintings in a Fulton Street window. For a minute or so he gazed fixedly at a landscape.

George S. Parsons

"Have you been in this line of work very long?" I asked him.

"Yes," he said, "a good long while—just a little too long."

We were nearing the Register's office just then and as we crossed City Hall Park, he asked, with a tinge of sharpness, "What did they teach you about real estate law up there in the University—the rule in Shelley's case, Knight Service, Mortmain, and all that stuff?"

"Yes," I told him, "we had all that under Guernsey."

"Well, youngster," he observed, "you've got a lot to learn before you'll be much help to the Boss' well known Law Department. By the way, are you married?"

"No," I said.

"Got a steady girl?"

Another "no" was my response.

"Well, keep away from all that," he snapped out. "It's no good to anybody, chasing women. It don't get you anywhere and they are none of them on the level."

Before very long I got to know that this low regard for women was the chief obsession. Also, I got to know the reason—but that comes later.

As we entered a long room filled with books of recorded documents, Kimball threw his white pasteboard box down on a long, high table running down the middle of the room, and we seated ourselves on high stools, and began to look over a lot of different colored "plant slips" which he pulled out of the box.

"Do you know what these are?" he asked me.

And then, before I could make any

reply, he went on: "These are turned out by the company's plant as being all the instruments which affect the title you and I are going to examine. Maybe they are all the instruments, but most likely they are not."

"Who makes these up?" I asked him.

"Oh, they're fished out of a locality index by a lot of women," he said. And there was an undeniable tone of scorn in his voice..

Then he went on—in that even, listless way of his—to teach me the rudiments—how to "take off" deeds and mortgages and notices of pendency of action; how to abstract foreclosure and partition actions and special proceedings; what to look for in probate and administration proceedings. From that he proceeded to cover the field of acknowledgments, granting clauses, habendums, notarial certificates, attestation clauses, and all the other technical details which a title examiner is required to know before he can go on to any thing else.

And what a course of training it was! As he continued and dilated upon what had to be done to be sure that the granting clause covered all the interest of the grantor, how much of a restrictive covenant to be "taken off" verbatim; how to abstract wills; what was necessary to set up with respect to leases and assignments; how to abstract petitions and complaints—I marveled at the man's detailed knowledge. Somehow, he seemed to like me and to take an interest in me. Certain it is that he gave me a thorough schooling in the ground work of the profession.

I often have wished that I might have taken down a stenographic report of those lectures, with their sage wisdom, dry wit and keen, clear precept. That first day he opened my eyes to more practical law of real property than ever dawned on my consciousness out of the pages of "Gray on Real Property" or from the lips of Professor Guernsey.

There were many succeeding days when Kimball and I went to the various offices to make up our abstracts; when we came back to the office to put them together. He showed me how to put in, here and there among the abstracted instruments in the chain of title, references and explanatory connecting notes on what he called "historical sheets," so as to create a complete connected story of the title. Some days Kimball would seem to be too tired and sleepy to work hard. He would explain that he had had a hard night. And there were some days when he never came to work at all—reporting sick. But there were other nights when he and I would work in the law library for hours, looking up some question arising out of the title and which Kimball thought required research and study. At such times, it always seemed to me, he appeared at his best. There was about his mind a certain clear perception of the precise point and an ability to track an underlying principle to its lair. For precedents, as such, he cared nothing. Principle and truth were the desired objects of his search.

"If I found twelve decisions on one side and one on the other of a given question," I recall his saying, "I would adhere to the minority as long as the essential principle underlay it. Judges frequently perpetuate the errors of one another for decades, until the situation is cleared up by some fine mind like Stone, or Brandes, or Oliver Wendell Holmes—there's the great Judge!"

And then he would go off on an enthusiastic discussion of Holmes, for whom his admiration appeared to be boundless and unqualified. To those judges who relied upon trite truisms and stale, outworn maxims and fictions, such as "equitable conversion" he gave only contempt. Of all my meetings with Kimball, those in the law library stand out most clearly in my recollection. At other times he would get out a large sheet of graduated paper and an old protractor and show me how to lay out descriptions and how to locate property lines—and, sometimes, how to trace title—by reference in boundary deeds. I have seen him take a title, which other men could not trace, back of a certain period upon the records, and run it back to the sovereign source by means of references and recitals in old wills, boundary deeds and ancient mortgage descriptions.

As time went on and his knowledge of all phases of title work continued to reveal itself, I marveled at the man's great extent of knowledge and at his common sense ability to apply it to practical use. The purely technical, artificial way of finding title defects had no appeal to a mind like Kimball's. Rules of boundary and title, laws of evidence, canons of construction—these were all mere means to an end and aids in determining intent and truth with him and never ends themselves.

His mind fairly seethed with indignation, for example, at those judicial opinions which hold that, because a layman, in drawing a deed, happened to use the expression "at right angles thereto" he necessarily meant to do that literally, so as to create an unconveyed sliver or gore of land of no conceivable use to the grantor. For title men who insisted upon the literal and strict application of such rules, so as to bring into existence vexatious title defects and to drop unjust bonanzas into the laps of unknowing heirs of the grantor, he had the utmost contempt. "Damned old ladies," he was wont to call them. In looking back over those months during which I sat at his feet and learned law, the conviction comes in upon me that I have never met a mind so full of clear, definite, practical title learning. Truly, Kimball was a giant of real estate law.

IT was not until some time after I began my training with Kimball that I learned two definite traits of his character. One was his fund of general knowledge and the broad, catholic nature of his taste. Art, music, literature, science, history, language, political economy—on all these subjects he was informed, and for them all he had a discerning, a refined taste and judgment. He could tell you of the genesis of Wagner's Nibelungen Tetralogy and of the development of the symphony since Beethoven, and from that he could go on to discuss intelligently the influence of the New England transcendentalists upon American literature. He would go to an art exhibition to see an Innes or a Winslow Homer and would spend a delighted and intense evening at Carnegie Hall, listening to a new symphonic poem. Things appeared to his mind as good and worthwhile—no matter how humble or plain they might be—so long as they conformed to the truth and represented good standards in the class to which they belonged. He could admire the word-imagery of Whitman and at the same time delight in the colloquial wit of Ring Lardner. His versatile, wide-flung range of general learning, and his discriminating taste, then, were the first great Kimball traits to become known to me.

The second was his loneliness and aloofness. From things he dropped here and there and from other sources, I learned of his having lost a very prominent position in the title world through his drinking habits, of his domestic unhappiness and his later divorce, the complete estrangement of his wife and son and daughter, and the loss of his friends. His experiences had obviously embittered him toward mankind and particularly toward his own kindred and friends.

It is only proper to say that I found that there had been in his career some queer, unaccountable strains of wildness and instability of character, and some traits not at all creditable and which had, in fact, ruined his career. I even learned, by mere chance, of one strange episode which cast doubt upon his integrity—but this I have chosen to

forget. As a matter of fact, it is with great reluctance that I let my mind touch upon any of these strange, vague traits of his—seemingly so foreign to the fine and good characteristics which I was able to see at close range. Nevertheless, they were there in his make-up, forming a weird, alien and incongruous background behind the life of a most learned and able and yet most singular man. His loneliness and desolation, therefore, stand out in my mind and must inescapably always stand out in my thought of Kimball. It has always seemed to me like a spectral "Mr. Hyde" lurking behind a very real "Dr. Jekyll" —the phantom of a tawdry, coarse stain seeping through the structure of a high thinking, refined—but ever lonely—character.

IT was over fifteen years after Kimball had disappeared from the title company, suddenly and without warning or trace, that I next saw him. In the meantime, I had myself drifted away from the title company into a varied, turbulent and not too lucrative private law practice, and had finally found myself in the comfortable, well salaried employ of a large law firm.

A business errand took me to the State Capitol and there, in the office of the State's Department of Law, I ran across Kimball. The lines of dissipation and loose living had been drawn deeply into his face, his hair had whitened and his once bulky frame had shrueled into frailty. He looked so worn, shrunken and utterly tired, that I realized with a shock that it was the Kimball I had been carrying in my memory through all these intervening years. He looked up at me with an expression so ineffably humble and sad, and took my proffered hand in such a weak, retreating way, that I almost regretted having met the man.

A question or two brought out the fact that he was just hanging on to life by a tenuous thread, and living on from day to day. The thought of such an intellect having come to so mean and fruitless an end fairly sickened me and brought a pang of pathos. It was embarrassing to talk with him and I left with a more or less perfunctory offer to help him, if the chance presented itself. I can never forget the expression of blank despair and resignation with which he looked at me as I went out through the door. I never saw him alive again.

SOME months later, I read in a morning paper, on my way to the office, of the death of "Albert Kimball, a title examiner in the employ of the State Attorney General." It seemed that he had been found dead in a little hall bedroom, alone, poor, bereft of all friends and relatives and "without benefit of clergy."

In this chain-store age of standardization and specialized skill, the business of title examination has—it seems to me—gone the way of all other arts. Just as, in the Ford factory, one man confines his day-long efforts to putting one particular bolt in its place in a chassis and then passes it on to his next door neighbor, so that he may add his own particular small part—in a similar manner does a title go through a modern law department. Efficiency? Yes. Thoroughness? Quite likely. Speed? No doubt. But individuality, soul, artistry, real continuity of thought and old time craftsmanship—hardly a vestige of these. Such a system would hold open no place for Kimball, were he to knock upon its doors today. The world, it seems, has gone on beyond him.

AND yet, when my duties take me, today, frequently into the law Departments of our large title companies and compel me to look over the requirements and objections often set out upon latter day title certificates, I find myself continually thinking of poor Kimball; of my youthful start under his tutelage; and of the men who, in those early days, could go out into the "field" with nothing but the name of the present owner and a description of the property and could come back in a relatively short time with a workmanlike, complete abstract of title. Kimball could do that. Many of those men of his time could—and did—do it. But they are gone. Some of them today fill with ability and judgment different and more important positions in the title scheme of things. The greater number of the rest have drifted out of the business or have been pushed out by the relentless process of change. Possibly such men as Kimball and his kind are passe, out of date, and we are well quit of them. Or, on the other hand, can it be that something of the human, intimate, artistic, personal, may have irretrievably been lost through their passing? I wonder?

Bankers Get Diplomas in Real Estate Law

Fifteen officers and employees of San Diego banks are to receive diplomas from the California Land Title Association as evidence that they have done satisfactory class work and have successfully passed examinations in the Real Estate Law Course conducted by Henry D. Barnes, vice-president of the Union Title Insurance Company. The lecture course extended over a period of twenty-four weeks, thoroughly covering the principles of practically every phase of real estate law affecting escrows, conveyancing and evidences of title. In addition to those who will receive diplomas, many others attended the lectures.

Much comment has resulted from the unique examination system employed by Mr. Barnes. Two weeks before the date of final examinations, he handed each member of the class a list of questions, announcing that they were the identical questions that they would be required to answer. The class was amazed and delighted, as, knowing in advance what every question would be, it seemed a simple and easy matter to "bone up" on the questions given and get high grades at the finish.

The only joker about this unusual plan was that there were fifty questions prepared by E. L. Farmer of the Title Insurance and Trust Company of Los Angeles, so subdivided and amplified as to embrace practically every point mentioned in the twenty-four week course, and the answering of these questions necessitated a thorough knowledge of every subject covered in the course. Two evenings were required for the examinations, and the papers turned in were comparable in bulk to a Sunday issue of the Los Angeles Times.

The purpose in this system, Mr. Barnes explained, was to leave no room for alibis, and nearly all of those who seriously put in the final two weeks of hard study on these questions, passed the test with flying colors.

An advanced course in Land Title and Real Estate Law, extending over a forty week period, will be started this month and it is contemplated that there will be a much larger enrollment than in the course just completed.

Building Line Restrictions

By C. G. KINNEY
Chicago, Ill.

THE order of the day is progress. Progress means advancement, advancement means change, and change is what we see all about us in our daily life; sometimes obviously for the better, sometimes apparently in the other direction, but always change. And in no other phase of life is this more evident than in the constantly altering appearance of our cities.

The barren prairie of today is the community center of tomorrow; the sedate, exclusive avenues, where yesterday the homes of opulence and luxury held indisputed sway, today are bustling arteries of commerce. Naturally enough, changes such as these are far-reaching in effect and bring into being new obligations, new rights, new duties and new privileges; or, on the other hand, sweep swiftly away checks and restraints designed in their creation for the protection and furtherance of purposes now abandoned, and for which the speeding progress of modern urban development has substituted others.

Thus, in the former case, the owners of land find it necessary that hitherto unknown limitations upon its use and the manner of such use be imposed upon it; in the latter, they experience a restoration, to a large extent, of a freedom denied before the steadily advancing pressure of commerce laid siege to the district and over night transformed it. So do those limitations and restraints which we commonly designate as "restrictions" of one kind or another come into being and vanish. "The old order changeth," and with it the laws and rules of law must keep pace.

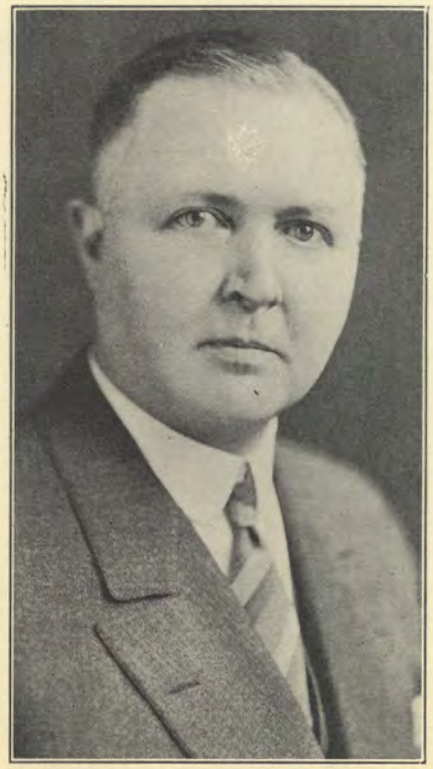
It is inevitable that these swift transformations occurring in the natural course of modern progress should give rise to many and important questions and controversies; that rights should be claimed, properly or improperly, and that there should be demands for the protection of those rights and complaints of their infringement.

That law would be a failure which did not recognize this situation and meet it; and this modern law has done.

The field this specific branch covers may be termed, generally, the law of restrictions upon the use of real property, and a particular phase of that division, about which you have been mercilessly sentenced to listen with myself as the executioner, is the subject of this paper—building line restrictions.

Posting of Restrictive Covenants

The importance of a proper posting of restrictive covenants as against all lots affected thereby is keenly appreciated by many a saddened abstracter across whose otherwise sunlit life has fallen the dark shadow of such an omission, tardily discovered. For instance, consider this gruesome incident, the occurrence of which, it is said, has engraved lines of care and sorrow upon several erstwhile sunny and carefree countenances.



C. G. Kinney

A, owning a tract having a street frontage of some four hundred feet, sold to B the westerly fifty feet, a choice corner lot. In the deed conveying to B he inserted a restriction that no building was to be erected upon the lot thus transferred nearer the street line than thirty feet. This restriction, of course, was posted against the lot sold.

In the deed, however, A also, for himself, mutually covenanted that he would likewise refrain from building in or upon the same area; that is, within thirty feet of the street line.

This deed was duly recorded, but in making his entries the inspired keeper of the abstracter's records in this particular bailiwick omitted posting this trifling piece of information against the tract retained by A, who some time later subdivided it and, after the happy manner of real estate promoters, sold the lots carved out of it.

In the plat of his subdivision—which, of course, did not include B's lot—a building line restriction appeared and thus found its way into the abstracter's records against the lots in the subdivision.

The purchasers of these lots apparently regarded the inhibition upon their constructive proclivities much as it is darkly hinted the general public regards the provisions of the Volstead Act, more honored in the breach than in the observance, with results that can easily be imagined.

When eventually the smoke cleared away and the scene of the feverish building activities stood revealed, it was observed with consternation that instead of the fronts of all the proud edifices presenting a clean-cut, mathematically exact line, there was a straggling array of porches, verandas and similar adornments in more or less of a serpentine formation.

Undaunted, though doubtless somewhat dismayed, the embattled home builders decided that the building line restriction was useless anyway, and that for the good of all concerned its judicial death warrant might as well be obtained, and that as expeditiously as possible.

Now mark the fell consequences in the train of the carefree abstracter's omission. To kill the building line restriction completely and remove it forever, it was decided that a bill should be filed, all lot owners affected made parties, the general disregard of the restriction shown, and a decree obtained formally adjudicating it to be legally dead, null and void. This was done, and well done.

Soon thereafter one or more of the lots was purchased by an enterprising citizen whose title showed no restriction whatever upon his indulging his freest fancy in erecting whatever kind of a building wherever he pleased upon his newly acquired domain, whereupon he blithely proceeded to build for himself a very lovely hotel, parting in that entirely praiseworthy process with an amount of money of such magnitude that it can only be referred to in terms of the deepest respect.

Just at this most inopportune moment the wily but inconsiderate B, who, as I have shown, was not a party to the suit to set aside the building line, as his rights were not disclosed by the abstracter's records from which the names were taken, roused from his hitherto unbroken silence and obscurity and filed a bill to enjoin the unsuspecting and hitherto enthusiastic hotel builder from going any further in violation of his rights under his covenant with the long since departed A.

Perhaps I need not attempt to describe the surging emotions which seethed within the breast of the once happy abstracter. The curtain may well be drawn over this tragic ending.

One more harrowing example may serve to illustrate the striking similarity between the records concerning building line restrictions and the businesslike characteristics of an industrious buzz-saw.

Not so very long ago some gentlemen of an Illinois city acquired an eighty-acre tract of land in what they deemed an excellent location. With the aid and assistance of some skilled manipulators of the level, the blue print and the rule and compass they brought forth to the gaze of an admiring world a beautiful plan and plat of a subdivision upon which, neatly and exactly outlined, were lots and blocks, streets, alleys, boulevards and all the concomitants of the modern real estate addition.

Clearly limned upon the fact of this accurtely executed design appeared building lines in each of the blocks. All was lovely—so far.

Soon the first homeseeker appeared, saw and was captivated; and in due course, after the usual financial preliminaries, received his deed, in which appeared a restriction conforming to that shown as to his lot upon the plat, and to make it doubly secure the vendors thoughtfully added a covenant binding themselves to impose a similar condition in all deeds to all lots thereafter sold by them "abutting upon the said street."

Now, there is nothing in the appearance of those few seemingly harmless words which would appear to be cause for alarm; but when the aftermath arrived, as it has a consistent habit of doing, it was found that by their insertion the grantors had neatly and efficaciously operated upon their plat to the extent of removing therefrom the building line shown thereon upon every one of the other streets in the subdivision so far as the first buyers were concerned—and there were quite a number of them—and leaving it in force as to the complainants only upon the street upon which the first lot abutted.

On the other hand, it by no means follows that what might at first appear to be the logical converse of the conclusion reached in the foregoing case is true, that is, that failure to mention the restriction at all in the deed would render it inoperative as to all the subdivision.

In Simpson v. Mikkelson, 196 Ill. 575, a plat, as filed, had drawn across certain lots a dotted line marked as a building line. In the deed in question there was no mention of such a restriction and the defendant alleged absolute want of knowledge or notice, either actual or constructive, thereof. But the court held that as the deed referred to the plat the latter was a part of it and recitals on the plat bound the parties to the conveyance.

In that case also the court decided that such a notation upon the plat created an easement, not only in favor of the owners of property abutting on the same street, but also in favor of the public; and replied to the contention of counsel that no grantees of such easement were designated and that therefore it must fail, and such designation was no more necessary here than it would be in dedicating a street or an alley.

The net result of this legal battle was that the lot owner, who doubtless was actually unaware of this restraint upon his use of the property, was enjoined from proceeding further with the building he had begun and was required to remove what had been erected back beyond the building line as established; and great, indeed, was the fall thereof.

That the imposition of a building line upon a plat has a well defined meaning, and one of which the courts will take notice—and which, therefore, should appear upon an abstract—was again held in Eckhart v. Irions, 128 Ill. 568, where the court also said that in such a case, where the deeds to lots sold in the subdivision contained a common restriction as to the erection of buildings beyond a certain line, there was created an equitable servitude in favor of each lot as against each and every other lot.

English and U. S. Rules

It is a well settled rule in England that a statute or ordinance may be enacted with propriety which defines a certain dead-line or building line running parallel with a street line and providing not only that the property owner is forbidden to build in the space between these two—that is, between the building line so established and the street line—but also prescribing proceedings for the razing of buildings or parts of buildings already in or upon such prohibited area or thereafter placed thereon. Of course, in the case of such demolition compensation to the owner is requisite where the offending structure was already constructed at or before the passage of the law.

Barlow v. St. Mary Abbotts, 11 App. Cas., 257; 16 Eng. R. C. 499.
Auckland v. Westminster Board, L. R. 7 Ch., 597; 16 Eng. R. C., 488.

That this theory is not hailed with overwhelming enthusiasm by the highest court of our country, however, is evident from the ruling of the United States Supreme Court in the case of Eubank v. Richmond, 226 U. S. 137, reversing the high court of Virginia in 110 Va. 749.

There the Supreme Court said that even though passed with the sanction of state authority a municipal ordinance was unconstitutional and void, as amounting to a taking of property without due process of law, where such ordinance required a "committee on streets," upon the request of abutting property owners, to fix a building line a certain number of feet from the street line and prohibiting the erection of any building beyond it.

The court stated that such legislation could not be justified as conserving public safety or betterment, because the power being conferred on some property holders to control and dispose of the rights of others, no standard was created by which the power attempted to be conferred was to be exercised.

In Colorado the English doctrine appears to have been repudiated expressly and the same holding reached as in the U. S. Supreme Court. In Willison v. Cooke, 54 Col. 320, the court decided that there was no inherent power in a municipal corporation, nor under the general welfare clause of its charter, to require the owners of property to refrain from constructing buildings upon their lands beyond a certain defined building line.

The Supreme Court of Missouri, St. Louis v. Hill, 116 Mo. 527, has reached the same conclusion in a case where a municipality attempted to draw a line across privately owned property and to prohibit the owners from building beyond it, saying that there being no provision for compensation to the land owners the ordinance violated the Constitution as a taking of property without due process of law.

The New York Court decided the same way upon the same facts and for the same reasons. Dilzer v. Calder, 85 N. Y. Supp. 1015.

The Connecticut Court held a lot owner not bound by a building line ordinance where he had received no notice of the proceedings to establish, nor of those to fix compensation to owners affected. Northrop v. Waterbury, 81 Conn. 305.

Illinois Restrictions

Perhaps as good an indication of the court's attitude upon this class of questions as can be found is in the case of The People v. Chicago, 261 Ill. 16. There the ordinance attacked prohibited the construction of a store building in a residence district without the written consent of the owners of a majority of the frontage in such block. In its decision finding the ordinance invalid the court, holding that the powers of a municipal corporation organized under the Cities and Villages Act were limited to those actually conferred and those necessarily implied, said that the city had no right to deprive a citizen of valuable property rights under the guise of regulating a business that has no tendency to injure public health, morals or welfare, and that until those are threatened an owner of property has a constitutional right to make any use of it he desires; that this right cannot be taken away by the state, except in so far as individual rights must always yield to the higher law of public rights; but, it said, and this is particularly significant upon our present question, "Legislation, either state or municipal, which interferes with private property rights or personal liberty for purely esthetic purposes cannot be sustained."

Nevertheless, it would be but an act of prudence, should the spectre arise, to proceed as though the validity of such legislation had been established until the precise question has been decided by our court of last resort.

It follows then, that so far as we have the law settled in Illinois the only class of building line restrictions with which we are concerned is that arising by acts of the parties themselves. Of these there are two well recognized kinds. First, those considered as springing from what is called a "general scheme;" and, second, those arising where one owning a tract sells part of it and imposes a restriction either in favor of the part sold and against that retained, or vice versa, that is, in favor of the land retained and against that part which is sold.

The Supreme Court of this state has recognized this classification in Hayes v. Church, 196 Ill. 633.

At page 637, speaking through Mr. Justice Cartwright, the court said:

"Questions as to the right of persons not parties to covenants and agreements of this character to enforce them have arisen under various conditions. In some cases there has been a general plan or scheme where each party has bought with reference to the general plan and the agreement entered into the purchase of each piece of property and in such cases the agreement has been enforced between grantees. Where land is sold in lots or parcels and agreements are made with each purchaser creating a building line the inference is that the agreements are intended for the common benefit of all the purchasers. That intention is manifested by the character of the transaction, and each may enforce the restrictive agreement against the others. * * *

"Another class of cases is where the vendor has sold a part of his lands and imposed a restriction upon the lands retained in favor of the lands sold. Kirkpatrick v. Peshine, 24 N. J. Eq. 206, is a case of that kind, where a party purchased a lot for a residence site with an agreement of the vendors that any further conveyances of lots on the same street would provide that purchasers should not erect houses within twelve feet of the line of the street. They subsequently conveyed to another party a lot containing the restriction. The second grantee had notice of the agreement lawfully made with the first purchaser, and was not permitted to use the property in a manner inconsistent with the agreement. * * *

"Another class of cases is where the owner sells a part of his premises and imposes a restriction on the purchaser by which the lands retained will be benefited. Such a transaction is sufficient to show an intention that the restriction is for the benefit of the lands retained, and the grantor, or his subsequent grantee, can enforce it. Star Brewery Co. v. Primas, 163 Ill. 652, is an example of a grant with a restrictive clause as to the use of the property granted for the benefit of property retained by the grantor. The premises sold were not to be used for saloon or dram-shop purposes so long as the grantor owned a saloon building near by."

No matter in which of these two classes the particular restriction falls the result is the same. Assuming it to be within the law as to propriety and scope, it is, in the absence of subsequent circumstances amounting to its destruction, as elsewhere treated in this discussion, valid and enforceable; if within the category of the general scheme cases then because it constitutes an easement, an interest in the land itself, which can be enforced by whomsoever shows the proper status to complain of its breach. See Curtis v. Rubin, 241 Ill. 88; Simpson v. Mikkelson, 196 Ill. 575, and numerous others. If it comes in the second class, that is, a covenant between individuals, regardless of the scope of the plan, then it is binding as a covenant running with the land.

On the latter point our court in Clark v. McGee, 159 Ill. 518, at page 524, said:

"We think it well settled by the authorities that when the owner of two adjoining lots conveys one and incorporates into the deed of the lot conveyed a covenant restricting the right of the grantee to build in a certain specified manner, which covenant is intended for the benefit of the other lot held by the grantor, a subsequent conveyance of the lot retained will pass or transfer the covenant to the grantee or grantees of such lot as an easement for the benefit of the lot, and the grantee may enforce the covenant against the owner of the other lot in an appropriate action. Coughlin v. Barker, 46 Mo. App. 61, and cases there cited; Hutchinson v. Ulrich, 145 Ill. 336."

It must not be supposed that a restriction upon the use of property sold is good only if it appears to be for the benefit of other lands owned by the grantor.

It should be of particular interest and importance to those concerned with the making of abstracts and the proper preparation of the records necessary to compilation that "A grantor," as said by our Supreme Court in Hays v. Church, 196 Ill. 633, "may convey his property subject to such building re-

strictions as he sees fit and, if the grantee accepts the conveyance and the restrictions are not objectionable in law, they will be enforced at the suit of one in whom the right to enforce them is vested."

And, further, the court went on to say:

"In making his conveyance John A. King had a legal right to impose the condition from any motive, and it is immaterial what the motive was, and he could impose it in favor of property which he did not own and which belonged to complainant, if he saw fit to do so."

That means, of course, that such a conveyance is made and accepted subject to restrictions upon its use which can be enforced by whomsoever then owns the lot or lots to be benefited, and also by his successor.

The only limitation the court placed upon this broad statement was that he who sought to enforce such a restriction, except the grantor himself, "must show that the intention of the restriction was to benefit his property, and such intention must be ascertained from the language of the deed, considered in the light of the surrounding circumstances."

But in Van Sant v. Rose, 260 Ill. 401, the court explained that this does not mean that the "interest" required in the party seeking the injunction against the breach of the restriction is merely coextensive with his ownership of the premises and is lost when he conveys them. It said:

"It would seem inconsistent, then, to say, as the covenantees had no other land in the neighborhood they had no interest in the performance of the covenants. The only purpose their having other land in the vicinity could serve would be to show that they would be injuriously affected—that is, damaged—by a violation of the contract. But as their right does not necessarily depend upon their being damaged by the breach it would seem it would not necessarily depend upon their owning other land in the vicinity."

That means simply this: If A, a landowner, sells part of it to B, imposing a building line restriction in his deed which B covenants to observe, and if A subsequently sells his part, so that he no longer owns a foot of land in the vicinity, nevertheless, even though he has thus divested himself of all ownership, he can still enjoin B should the latter attempt to violate his covenant. Wherefore the importance of a proper notation as to the rights created in A and his successors by the original restriction is obvious.

From this statement it should appear quite plainly how important it is that proper entry and remark appear in a trustworthy record and abstract of restraints or restrictions thus imposed upon specific parcels of land.

But it is not to be assumed that the courts are over-eager to cumber conveyances of real property with awkward and entangling conditions, nor that they are blind to the undesirability of restricting the fullest and freest use of land. Such would be far from the case.

True, they must give full force, effect and power to clear, unequivocal and lawful conditions attached to grants. As the court said in Wakefield v. Van Tassell, 202 Ill. 41:

"The condition as expressed in the deed is plain and unambiguous and needs not the aid of a court to construe its meaning. Parties have a right to make deeds and insert therein such conditions as they see fit, and contracts entered into freely and voluntarily must be held sacred and be enforced by the courts. As the parties make their deeds and contracts, so the courts must take them; and yet they must not be such contracts as are in contravention of the paramount principle of public good. So long as the beneficial enjoyment of an estate conveyed in fee simple is not materially impaired by restrictions and conditions contained in a deed, such restrictions and conditions as to the mode of its use are held valid. The enforcement of these conditions by the courts arises from the principle of law that every owner of the fee has the legal right to dispose of his estate either absolutely or conditionally, or to regulate the manner in which the estate shall be used and occupied, as the grantor may deem best and proper. Just so long as the conditions and restrictions are not violative of the public good or subversive of the public interests they will be enforced."

But they have expressly signified their attitude as not favoring such restraints.

Quoting from Eckart v. Irons, 128 Ill. 468, the court, in Hutchinson v. Ullrch, 145 Ill. 336, said, at page 342:

" 'If there is any doubt whether the restrictions were to cease then (at the end of fifteen years), or whether they were to be permanent, the existence of the doubt is to deny the existence of the easement or privilege. All doubts must be resolved in favor of natural rights and against restrictions thereon. In this country real estate is an article of commerce, the uses to which it should be devoted are constantly changing as the business of the country increases, and as its new wants are developed; hence it is contrary to the well recognized business policy of the country to tie up real estate where the fee is conveyed with restrictions and prohibitions as to its use and hence in the construction of deeds containing restrictions and prohibitions as to the use of property by a grantee, all doubts should, as a general rule, be resolved in favor of a free use of property and against restrictions.' "

And it is held by an unbroken line of decisions that, in Illinois, at least, a disgruntled property owner "cannot eat his cake and have it, too"; that is, he cannot himself play fast and loose with the restriction, violate it at his own sweet will, and then limp piously into an equitable tribunal and require restraint of his neighbor.

The court said, in Curtis v. Rubin, 244 Ill. 88, at page 94:

"In this case complainants who had themselves disregarded the building line were asking a court of equity to enforce the restriction. Unquestionably if they had observed the line themselves and not assented to its violation by others, equity would have protected their rights; but they disregarded the building line to the extent that it suited their desires or convenience to do so, and the only question between them and the defendants related to the extent or degree to which the restriction could be ignored. We do not think that the complainants who had disregarded the restriction and abandoned the building line created by the plat could be heard to object that the defendants were violating the condition to a greater extent than they were."

And this rule was followed in Kneip v. Schroeder, 255 Ill. 621.

Another point to be noted in connection with building line restrictions and their validity is that it is not essential

that the easement thus claimed be absolutely necessary for the enjoyment, use or occupation of the land owned by the party claiming the right to enforce the restraint.

This appears to be the case not only where the restriction is common to all deeds in a given vicinity as a part of a general scheme, in which case, as held in Wiegman v. Kusel, 270 Ill. 520, such mere uniformity is sufficient beneficial interest to suport the suit, but the court, at least impliedly holds it to be true even where such a general scheme does not enter into consideration. See Brandenburg v. Lager, 272 Ill. 622, at page 628.

That it is most important to complete abstract records to show the restriction against each and every lot in a given tract where there is a building line restriction imposed as a part of a general scheme for the benefit of the entire locality is perhaps undisputed; at least, it should be, for that in such case there is an easement which will be enforced at the behest of any lot owner in such tract against any other is announced as the law of this state in Brandenburg v. Lager, 272 Ill. 622, and Curtis v. Rubin, 244 Ill. 88.

And your attention is invited in this respect to what I have said elsewhere as to the binding nature of such restrictions when clearly shown on the plat, whether or not they are set out in the particular deed, and whether or not the grantee therein had actual knowledge or notice thereof.

In a recent case, Wiegman v. Kusel, 270 Ill. 250, the court definitely takes the position that the binding force of a building line restriction does not rest upon the theory that it is a covenant running with the land, but upon the ground, particularly interesting to us, of notice.

And they again affirm that it is upon such notice of the restriction, actual or constructive, that the liability of the owner is based, and if there be such notice it is immaterial whether or not there is any mention of it in the deed.

An interesting and, to us, important feature of this decision is that it holds where the original owner has conveyed all the lots in a given block, his deeds all containing a restriction, and subsequently repurchases one or more and again conveys, this time by deeds making no mention of the building line, the second purchaser is not relieved from liability where the restriction is shown in the record of the original deeds and in the abstract of title.

But it is a poor rule that does not work both ways. We have seen how building line restrictions are created, how they arise from the recognized necessity for the protection of certain privileges, such as light, air, view and beauty, which we all acknowledge as peculiarly applicable to attractive residential districts.

Theory of Change in Conditions

However, not only does the desert blossom like a rose under our modern progress and development, so that what so short a time ago were bleak and dreary gravel pits or lonely, swampy marsh, today are charming vistas of verdant lawns and well-kept homes set back from winding streets, but ofttimes beauty must give way to the grim utilitarianism of business.

Then the salutary rules and restraints which were indispensable to maintain the symmetry and attractiveness of the neighborhood in its former character perforce give way to the plain, practical needs of commercial efficiency.

This transformation and its attendant circumstances and consequences are not ignored by the law, every ready and willing to adapt itself to the constantly altering needs of an everchanging world. To meet this situation, there has grown up what has nearly attained the stature and dignity of a legal doctrine, which, for want of a better designation, we may call the theory of change in conditions in the neighborhood.

An illustration of the judicial view of this question may be found in the case of Ewertsen v. Gerstenberg, 186 Ill. 344.

Speaking for the court, Mr. Justice Carter said, in part:

"We cannot suppose that the owners would plat lands with a view to their use for business purposes and impose restrictions of such a character as to make them practically unfit for such purposes; and while the lot owners, by observing such restrictions, might maintain them and the general residence character of the property, still, if they did not do so, but yielded to the advancing pressure of trade and violated and disregarded the restrictions and built upon the reserved court yards, it is plain to be seen that such restrictions might in the lapse of time not only cease to be of any value whatever, but become a mere hindrance to the proper use of the property and an annoyance to the lot owner. * * *

"It is apparent that not only as to Wrightwood Avenue on its south side, but as to many other of the streets in this addition, which need not be referred to further, the character and uses of the property had in some instances completely and in others partly changed from residence to business property, and by common consent or acquiescence of the lot owners the reserved court yards had been abandoned and the space reserved for them appropriated to the same uses as the rest of the property. * * *

"To construct this building fronting on Orchard Street would no more injuriously impair the alleged easement than to construct a store building on the corner of the same lot fronting on Wrightwood Avenue, which on that side is already appropriated to such business purposes and the easement there wholly abandoned. Other corners of Orchard Street with cross streets have been built upon devoted to business uses, and it seems clear that the character of the property at such corners has changed from that of residence to that of business property, and such lots have to a large extent been actually appropriated to business purposes.* * *

"We do not mean to say that an easement abandoned in part will be held as abandoned altogether, for where it is abandoned *pro tanto* only, and a material and beneficial part remains, it will be protected.

"But while such restrictions are sometimes treated as easements, it is apparent that the value of a restriction of this character depends very largely on the uniformity of its observance in the improvement of property affected by it.

"In the case at bar it cannot be said there has been any uniform observance of the restriction in the vicinity of the property in question affected by the restriction, and we are of the opinion that the value of the easement, treating it as such for all practical purposes has been destroyed.

"As to the property of appellant the restriction would seem to have become of no value whatever, and it would be a great hardship to enforce it against him when all corresponding benefit has been taken away from him by the action of others, when to so enforce it would destroy the beneficial use of his property and confer no substantial benefit on other property owners or the complainants.

"In other words, we are of the opinion that the restrictions against building, so far as they affect this part of Orchard Street, have by the general consent and acts of the property owners, acquiesced in by the complainants, been so far disregarded and abandoned, and the reserved space so far appropriated to other uses, as to make it inequitable to enforce them against appellant in the use of his said lots."

And this doctrine is found stated many times in other Illinois cases.

And, without awaiting the touch of old Father Time to work his changes upon a neighborhood, we may find a restriction which was perfectly valid when created destroyed by the acts of

the parties. Such, for instance, are express revocations by all interested persons; abandonment by common consent; and implied revocation by substitution of other expressed conditions.

This was the case in Loomis v. Collins, 272 Ill. 221. There the plat of the subdivision showed a building line a certain number of feet back from each of the several streets in it; but the deeds given, in describing the restriction and stating the mutual covenant of the grantor, bound the latter to impose the same condition in all subsequent deeds on the same street. This, the court said, was an abandonment of the plat as filed and the line therein designated.

Negative Easements

Though the subject of this paper is "Building Line Restrictions," I would like your indulgence long enough to mention briefly, a closely related class of very similar covenants and restraints, that is, conditions in deeds that the property conveyed is to be used only for certain purposes, or, sometimes, depending upon the particular aversion of the grantor or the force of surrounding circumstances, that it is not to be used for specified objects.

Although, as in practically every other field of law, there is considerable conflict of opinion upon this point, I think it only a conservative expression to say that the decided weight of authority is to consider such restrictions as negative easements. From this naturally flow several important consequences, such as assignability, descendibility, the necessity for a written contract or conveyance, and, doubtless, merger of the easement with the fee when the titles to the dominant and servient premises become united in the same holder.

It is of interest to note the construction that has been given the words used in the covenants of this character by the various courts. To illustrate, let us consider a restriction upon the use of land by requiring it to be used for residential purposes only.

Where such a covenant read "To use the property for residence purposes only" and the purchaser erected an apartment hotel the Kentucky Court decided there was no breach of covenant.

McMurtrey v. Investment Co. 103 Ky. 308.

The Michigan and New York Courts reached the same conclusion upon the same covenant where the alleged breach consisted in putting up flat buildings and apartment houses.

Tillotson v. Gregory, 151 Mich. 128; McDonald v. Spang, 105 N. Y. Supp. 617.

The New York Courts hold that even where the covenant is to erect a building for use only as a "family residence" there is no violation in constructing a six story apartment house.

Sonn v. Heilberg, 56 N. Y. Supp. 341.

But if the agreement is to construct only a "private residence" the courts of New Jersey, Ohio, Michigan and England hold that it is violated by erecting flat buildings.

Rogers v. Hosegood, 2 C. H. 388; Skillman v. Smathehurst, 57 N. Y. Eq. 1; Arnoff v. Williams, 94 O. St., 145; Maine v. Milliken, 176 Mich. 443.

However, such may not be the law in Illinois. In Hutchinson v. Ullrich, 145 Ill. 336, there was a provision, constituting a mutual covenant, that the buyer would erect a "single dwelling" costing a certain sum or more and the seller would sell the remaining eleven lots only to those who would do likewise. The court held a flat building was not a violation of this covenant.

In this brief and necessarily incomplete discussion of a subject so broad as "Building Line Restrictions" has in any degree, no matter how slight, been of any help to you, or furnished you with any thoughts you can carry away which may at some time be of value to you, my most earnest wish will have been realized.

It seems to me that it is not altogether an inept figure of speech to say that the abstracter is the chart marker, and upon his work, the skill and care and thoroughness with which he shows the reefs and shoals and hidden rocks, depends almost entirely the outcome of the voyage when the buyer brings his title to the lawyer and asks him to pilot his bark to a safe harbor.

If that chart, a transcript of the records in its maker's office, fully and faithfully discloses the perils of the seas of legal dangers and the obstacles in the channel, then its compiler has done his full duty and the responsibility for making port rests with the pilot.

President Nebraska Title Association Plans Extensive Air Tour

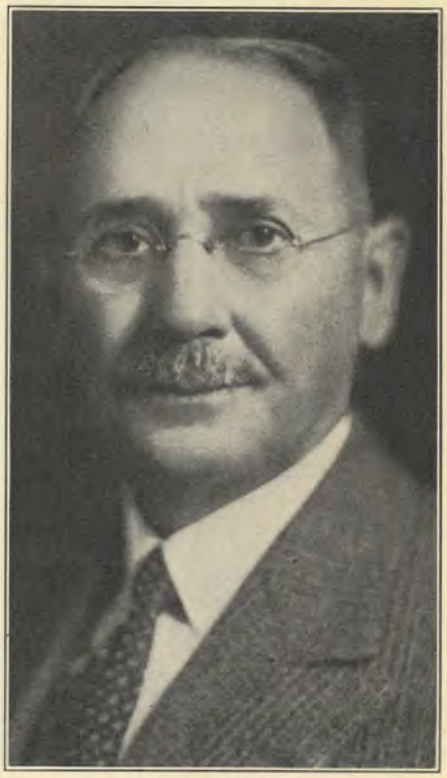
Russell A. Davis, newly elected president of the Nebraska Title Association, plans to visit every county in the state, making the trip by airplane. The association, realizing the advantage of speed, safety and economy of air travel, has chartered a flying Cavalier Cabin Highway Monoplane for the use of President Davis.

This proposed trip is the outgrowth of the policy, adopted at the annual meeting of the Nebraska Title Association, of establishing closer contact between the association and its members.

A. R. Marriott Elected President Chicago Title

Mr. A. R. Marriott was elected president of the Chicago Title and Trust Company by its board of directors, Nov. 13, 1929, succeeding Mr. Harrison B. Riley, who becomes chairman of the board of directors. Mr. Marriott is exceptionally well qualified to fill this important position—having risen in his company and its predecessors from a boy.

Mr. Marriott first became associated with Haddock Cox and Company, which firm afterwards became Haddock, Vallette and Rickcords, being superintendent of the abstract department. This firm later became the Security Title and Trust Company which was consolidated with the Chicago Title and Trust



A. R. Marriott

Company in 1901. Mr. Marriott's vice-presidency commenced with the Security Title and Trust Company.

During these years of experience he has acquired an intimate knowledge of the abstract and title insurance business, gained through personal contact and experience. As such, he is undoubtedly one of the most progressive men in the title business today, and is appreciated by the real estate dealers and lawyers of Chicago as one who is able to give them sympathetic and able assistance in their problems affecting real estate titles.

Mr. Marriott is also president of the DuPage Title Company, Wheaton, Ill., and the Allman-Gary Title Company, Gary, Ind.

Real Estate the World Over

BY EUGENE SCANLAN
Los Angeles, Cal.

WITH the advent of spring come thoughts of vacation. The call of the open road, the lure of lilting mountain streams trespass the realtor's frantic attempt to keep his mind wholly absorbed in business. With some fortunate realtors, spring means the rounding into tangible shape of that trip to foreign lands which they have long been contemplating.

The realtor who goes abroad will naturally be interested in the manner of dealing with real property in the various countries he visits. He will find that, while the conception of land is practically the same all over the world, the method of handling real estate transactions differs in nearly every country.

Practically every country has recording laws which compel the registration in designated public places of all documents that affect real estate. But, as there is no system abroad comparable to our title or abstract companies, our foreign real estate agent or his client must generally consult these records themselves or accept the word of the registrar, that the title is apparently in a certain condition.

The notary public in foreign lands is a much more important personage than our notary. He is generally an official and representative of his government, apointed either by the crown or by the courts and in most countries he is the medium through which real estate transactions are handled. He is usually an attorney, of mature age, and a leading figure in his community. He is often appointed to the office for life.

Generally, in transferring a parcel of land in foreign countries, the buyer or his agent consults the registrar of the office in the district wherein his property is situated and if the title appears as represented the buyer and seller appear before a notary public who draws up the necessary papers and tends to the closing of the transaction. Some of the countries, however, have laws and customs so peculiar to themselves and so much at variance with our statutes that a resume of some of them cannot help but be interesting to the realtor.

Forty-Day Wait in France

The French realtor cannot complete his deal with the celerity of his American brother for several reasons, chief of which is a law requiring notices of prospective real estate sales to be published in certain official journals. The sale cannot be consummated until after forty days have elapsed since the first publication.

Real estate in Belgium is bought or sold by private agreement or by public auction. Because of the high expense incurred in handling one's property through the medium of an auction, private sales are preferred. Deeds are copied in special books, which books may be consulted for a small fee and the Registrar of State and Succession Duty will give out information as to the situation of land titles in his district upon request and the payment of a nominal sum. Deeds must be recorded within two months after they are signed to be of effect as against third parties.

Property in Denmark may be transferred orally, but such a transfer is good only as between the parties to the transaction, their heirs, and as to any third party having knowledge of the transfer. It is not effective against any other third parties unless a written instrument has been executed and registered in the office of the County Recorder in the district in which the real estate is located. This is the information secured from Mr. Viggo Carstensen, a prominent Danish counselor-at-law. Apparently Denmark is partial to those of Mr. Carstensen's persuasions because the law requires that the deed of conveyance must be signed in the presence of one attorney *or two other persons*. The witness must not only sign but also testify as to the correctness of the date on the document, that the seller was of age and he must also state his own occupation and residence. The recording of a deed to real property is a very complicated procedure. Two deeds, in fact, must be drawn up and signed and one form must be on a special kind of paper which is procured only from the Department of Justice.

In the Netherlands, the seller of real property gives the purchaser, through the medium of a notary public, not only his own deed of sale, but in addition, the deed of sale he received from the previous seller, according to Mr. M. A. v. Booven, a leading lawyer in Amsterdam. Sometimes, even the deed previous to this is given the new owner so that he enters on his land fairly certain that his title is good. The land area of Netherlands is so comparatively small and the fact that each individual in the country is registered renders it rather difficult to transact any real estate business which would not be more or less common knowledge and therefore, would prevent fraud.

Two Hundred Agents in Stockholm

Transfers of real property in Sweden must be registered within a certain period of time. If the property is located in a city, the transfer must be recorded within three months after its consummation; if country property, it must be made at the first regular session of the local court taking place after the elapse of six months from the date of transfer. There are quite a few real estate firms and brokers in Sweden. In Stockholm, alone, there are nearly 200.

Real property in Norway, according to a prominent lawyer of that country, is transferred "by way of a contract of sale, stipulating price, terms of payment, etc., date for the passing of title, what both parties undertake to perform before such title should pass, and when such terms of payment are complied with, the cash amount, if any, is paid, and ultimate deed (skjote) is drawn up, signed by seller, thus conveying title." The deed must then be recorded in the public register.

Patience Virtue in Bulgaria

The purchaser of Bulgarian real property must be of a patient nature. Trans-

fers must be made before a notary public, who tends to the document being registered in the official records. After the owner has held his property for twenty years, he can establish legal ownership, and then he receives a document of final proprietorship from the notary public, providing the certificates which he must procure from the National Bank of Bulgaria and the Bulgarian Agricultural Bank show no liens against his property in their favor and, lastly, providing a certificate from the local tax collector shows that he has paid his taxes.

Real estate transfers in Serbia, Yugoslavia, must be made before the proper court in the region wherein the land in question is situated. The property is registered under the buyer's name and thereafter cannot be transferred to anyone without the knowledge and record by registration of the court. No special books are kept showing the transfer from one owner to another. Personal appearance and identification of the parties interested in the transaction must be made before the court and this largely prevents forgeries and false impersonations. The deed that the Serbian real estate owner gets is an interesting document. It contains the names of the parties to the transaction and the dates, and in addition to the description of the property it gives a plat of the land on which adjacent properties are also marked.

The prospective buyer and seller of real estate in Ethiopia must appear personally in the municipal or provincial office. Each takes oath before the registrar, giving the facts and data regarding the proposed transfer and presenting the contract drawn up between them. The seller brings his document of ownership and if the registrar believes the transaction to be in good order he cancels the old document and issues a new one to the buyer. The matter is then registered in the official books. This is the "custom" in that country. There are no written laws relative to the transfer of real property and at the present time the buyer runs a risk of having his property confiscated by the government.

Far off in the land of the pyramids the lot of the prospective real estate buyer is one fraught with some risk and the necessity for close investigation. Property in Egypt is transferred by deed which must be registered at the "Mortgage Registry Office," but according to Mr. Edward Haym, a lawyer of excellent standing in Cairo, not only the title deeds must be examined, but a personal inspection of the land must be made to ascertain who is now in possession and it is also necessary to check back the ownership for fifteen years.

Photograph for Identification

Turkey has probably the most unique, and at the same time the safest system of real property transfers of all the countries and, although no title insurance system prevails in that country, there is little likelihood of any forgeries or false personations. The reason for this is that every property owner and everyone holding a power of attorney has his photograph on file at the registry office, the "Bureau de Cadastre."

The parties to a proposed transaction appear either personally or by proxy at the office of the bureau. A photograph of the seller must be affixed to the title deed so it is compared with the official photograph on record and there is small chance of a misrepresentation. If the seller is represented by his attorney-in-fact, similar identification is possible.

This resume of the customs of some foreign countries in the handling of real estate cannot but bring home most forcibly to the American realtor the advantageous conditions under which he operates in this country. He is unhampered by traditions, centuries old; our living and working conditions together with our rapid progress and development are conducive to more frequent transactions in real estate. Moreover, the realtor enjoys the protection and security of title insurance with its guaranteed opinions on the conditions of the title and the invaluable aid of the escrow man to facilitate the handling and closing of his deals.

American Title Association Establisned in New Home

The new executive offices of the American Title Association were opened in Chicago, Dec. 31. While the most rigid economy was practiced in furnishing them, they are most attractive. They are dignified and conservative and all members of the title fraternity can well be proud of the offices representing their business.

They consist of a suite of four rooms on the eighteenth floor of the Conway Building. The rooms are well lighted, having six outside windows, and well ventilated. The entrance opens into a large reception room where Miss Margaret Maddux has her desk and welcomes all who call. To the right of the reception room is the private office of the executive secretary. To the left, are two rooms, one the private office of Miss Miriam Dickey, assistant to Mr. Hall and associate editor of TITLE NEWS; the other, a work and supplies store room, where the mimeograph, addressograph, etc., are kept.

The Conway Building is in the heart of the loop, which is Chicago's business center, and close to the leading hotels and railroad stations. Unconsciously, the court house complex of the title business seems to have crept into the selection of the location, for some days later it was discovered that the Cook County court house is directly across the street.

The office was moved from Kansas City the day following Christmas and the new quarters were put in order as quickly as possible, although it was found the association had accumulated a great quantity of material and equipment and it was really quite a task.

The opening day was brightened by a delightful surprise from President Wyckoff—a beautiful basket of roses. Almost as soon as the doors were opened, out-of-town visitors appeared on the scene. First prize will have to be divided between Ed Daugherty of Omaha and Perry Bouslog of Gulfport, Miss., who arrived within a few minutes of each other the afternoon of New Year's Eve.

All those attending the mid-winter meeting paid a visit to the new executive headquarters and were warm in their approval of the general appearance of the offices and no little surprised at the amount of equipment and evidences of the scope of the Association's activities.

Every day gives testimony of the wisdom in moving to Chicago. Many new contacts have been made, old ones strengthened, and the very atmosphere seems to spell greater opportunity. The psychological effect alone has given an added impetus to the work and program of the Association.

The new location also affords an opportunity for more of the members to visit the association headquarters. Many visitors have already called and it is readily seen that Chicago is a real travelers' gateway.

All members are cordially invited and urged to visit the new offices when in Chicago. Remember the location, 1857 Conway Building, 111 West Washington St., telephone, Randolph 0438.

Kansas Association Adopts Program of Activities and Establishes New Dues Schedule

At its annual meeting, recently held in Salina, the Kansas Title Association established a new dues schedule and adopted a pretentious program for 1930.

Among other things, the association pledges active cooperation with the American Title Association, Kansas Bar Association, Kansas Association of Real Estate Boards, Kansas Mortgage Loan Bankers, Kansas Building and Loan Associations and other associations with which its members are directly connected; strict adherence to schedule of dues for all members of the association, with the object of making the association worth the money; continuation of monthly bulletin, The Kansas Abstracter; promotion of uniformity in abstracting and uniform certificate throughout the state; assistance in standardization of fees; holding of statewide series of regional meetings; attendance of association president at the mid-winter conference and annual convention at expense of the association.

The dues schedule adopted at this meeting is as follows:

Counties with a population of:

1,000 to 5,000	$12.50
5,000 to 10,000	15.00
10,000 to 15,000	17.50
15,000 to 20,000	20.00
20,000 to 25,000	22.50
25,000 to 30,000	27.50
30,000 to 35,000	32.50
35,000 to 50,000	40.00
50,000 to 75,000	50.00
75,000 up	60.00

Defunct North American Policies Reinsured

The Title Insurance Company, of Richmond, Va., has agreed to assume the entire contingent liabilities of the North American Title Guaranty Company, and the liquidation of this latter company will close under a plan by which its obligations will be paid in full with interest and its contingent liabilities of $18,336,506 on all outstanding title policies will be satisfied.

The North American Title Guaranty Company, which had its home offices in New York and did business in eighteen states, was taken over by the New York insurance department in August.

The title policies of the defunct company number approximately 3,000 on valuable properties located in many states. Under the arrangement made, the insured will have the full protection of the Richmond company.

MERITORIOUS TITLE ADVERTISEMENTS

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

Ye Gods! There is yet hope—here's evidence of a title company going modern. Getting away from the conventional and trite, even in title matters, is most attractive and effective.

LAW QUESTIONS AND THE COURTS' ANSWERS

Compiled from Recent Court Decisions by

McCUNE GILL

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

Do defects in assessment make tax title void?

Not if tax sale is based on suit on the tax bill, and no objection was interposed in such suit; after judgment only jurisdictional defects avoid the title. People v. Jones, 164 N. E. 835 (Illinois).

Does lessee's renewal privilege create new lease or extension of old lease?

Extension of old lease. Jones v. Brindisi, 164 N. E. 887 (New York).

Can foreign non-licensed corporation do business through local subsidiary corporation?

Yes; Company v. Company, 164 N. E. 907 (New York).

Is non-payment of franchise tax a cloud on the title?

Yes; and purchaser can refuse to accept title after tax is a lien, even though it is not yet payable. Carey v. Keith, 164 N. E. 912 (New York).

Can election of widow to take fee in lieu of dower be filed before letters of administration are granted?

Yes; even though statute says it shall be filed within a year after letters are granted. Gruner v. Gruner, 164 N. E. 154 (Illinois).

Can an escrow be revoked?

Not a complete escrow or deposit by both seller and buyer; but a mere agency by the seller can be revoked. Moslander v. Beldon, 164 N. E. 277 (Indiana).

Is agreement by second mortgagee allowing increase in amount of first mortgage, good?

Yes; Tuscany v. Papp, 164 N. E. 126 (Ohio).

Can landowner acquire title to part of public road by fencing it in?

Usually not. Vye v. Medford, 165 N. E. 34 (Massachusetts).

Does a power of disposition enlarge a life estate into a fee?

A power to "dispose" of the property sometimes does, but to "sell" does not. Alexander v. Willis, 165 N. E. 49 (Ohio).

Is unrecorded mortgage a lien if it is referred to in later deeds?

Yes; as where another mortgage is made "subject to a mortgage of $5500." Riegel v. Belt, 164 N. E. 347 (Ohio).

Is partition suit good if service is by publication?

Not until two years have elapsed in Iowa. Tracy v. McLaughlin, 223 N. W. 475.

Can owner of life estate and half of remainder sell other remainderman in partition?

Not if other remainderman is a minor in Iowa. Farmers v. Walker, 223 N. W. 497.

Does description of vice president as president invalidate deed?

No; the deed is good. Anderson v. Campbell, 223 N. W. 624 (Minnesota).

Can adopted child inherit if adoption proceedings are defective?

Not in Wisconsin; as where no notice was given to natural parents. Mathews v. Mathews, 223 N. W. 434.

Is construction loan mortgage superior to mechanic's liens?

Mortgage is superior in Nebraska if recorded before material was furnished. Union v. Johnson, 223 N. W. 467.

Must assignee of mortgage give personal notice to owner of land?

Yes; and if he does not, the owner can pay the original mortgagee and defeat the assignee, even though assignment is recorded (in Minnesota). Johnson v. Howe, 223 N. W. 148.

Is homestead law binding on aliens?

Not in Nebraska; hence deed by husband alone which would be void if by an American citizen is good if by a citizen of Norway, because of general clause in treaty permitting disposition by testament donation or otherwise. Engen v. Union, 223 N. W. 664.

Is consideration necessary in deed?

No; consideration is necessary only in executory or future contracts and deed is an executed or past contract. Stauffer v. Milner, 223 N. W. 686 (Iowa).

Can real estate broker collect commission if owner makes sale himself?

He can if he has an exclusive contract. Melzner v. Toman, 223 N. W. 691 (North Dakota).

Is unwitnessed deed good as to persons actually knowing of it?

Yes; as where person sees it on abstract. Mulligan v. Snavely, 223 N. W. 8 (Nebraska).

The Miscellaneous Index

Items of Interest About Title Folk and the Title Business

The Seattle Title Trust Company and Baillargeon, Winslow & Company announce their consolidation under the name Seattle Trust Company. The stockholders of the company will also be owners of the new investment affiliate to be known as the Seattle Company.

On the basis of capital, surplus and undivided profits, the Seattle Trust Company is the largest trust company in the Pacific Northwest, its trust responsibility being in excess of thirty-four million dollars. Its business embraces all phases of trust service, including living trusts, life insurance trusts, property management, safe-keeping of securities, and service as executor under wills, as administrator, guardian, corporate trustee, registrar and transfer agent.

The new Seattle company will provide a complete service in investment banking-underwriting and distributing securities of the highest investment quality.

Following are the officers of the Seattle Trust Company: Worrall Wilson, chairman of the board; Cebert Baillargeon, president; Henry H. Judson, vice-president and trust officer; K. Winslow, Jr., vice-president and treasurer; E. C. Oggel, vice-president; Charlton L. Hall, secretary.

In its 1930 calendar, the Land Title Abstract & Trust Company continues the series of old and new views of the city of Cleveland. Each month has an illustration showing some prominent spot in the city as it appeared years ago and also a picture of the same location today, together with a short history of the change. It is quite a novel idea and one which has attracted much attention and interest.

The Union Title & Trust Company announces the acquisition and merger of it with the National Title & Trust Company of San Antonio. The consolidated company will be known as Union Title & Trust Company. Its three main offices will be located in Fort Worth, Dallas and San Antonio. The company will have 133 agencies in that number of counties in the state issuing policies.

The Carlton Abstract Company, of Spirit Lake, Iowa, has issued a pamphlet describing its various services, including abstracts of title, examination of title, conveyancing, insurance, escrows, taxes, title insurance, and sales of real estate and loans. This company has learned the value of developing so-called title by-products.

The Guaranty Abstract Company, of Tulsa, Okla., has prepared a most interesting graph showing the various steps in the preparation of an abstract from receiving the order, through the bookkeeper's record, the chain sheet, the tax sheets, the filing sheet, etc., to delivery to the customer. It presents an enlightening picture to the average person who little realizes the intricacies of a title search.

The Lawyers & Realtors Title Insurance Company, of Seattle, Wash., last fall distributed among its customers a handy, celluloid pocket calendar for 1929 and 1930, on the reverse side of which appeared the 1929 Pacific Coast football schedule.

The New Haven Real Estate Title Company, of New Haven, Conn., has been issuing a series of booklets containing true stories of realty titles. These are prepared by C. H. Eglee, Jr., and are exceedingly attractive and interesting, both in content and make-up. These stories are written in short-story style and graphically paint a title moral. "The Drain on the Beach" and "The Morse Foreclosure" are examples of the subjects of these title tales.

The Chicago Title & Trust Company has issued its annual statement, which shows the following:

Assets

Cash on Hand and in Banks	$ 649,341.64
Collateral Loans	10,531,241.19
Loans on Real Estate Security	5,143,693.32
Stocks, Bonds, etc.	14,083,989.65
Special Reserve Securities	2,000,000.00
Guarantee Indemnity Securities	3,834,660.46
Bills Receivable	52,107.11
Title and Trust Building and Annex	3,161,981.01
Other Real Estate	215,705.72
Accounts Receivable	827,925.52
Abstract Plant	1,500,000.00
	$42,000,645.62

Liabilities

Capital Stock	$12,000,000.00
Surplus	16,000,000.00
Reserve for Taxes	1,098,089.23
Sundry Reserve Funds	4,228,019.76
Dividend (payable January 2, 1930)	840,000.00
Special Reserve Fund for Trusts	2,000,000.00
Guarantee Indemnity Fund	4,813,883.54
Accounts Payable	56,965.01
Undivided Profits	963,688.08
	$42,000,645.62

The gross earnings of the company were $10,233,149.36; the net earnings, $4,263,382.89; and the rate per cent of earnings on average capital employed, 11.98. $2,520,000.00 was paid in dividends; $1,000,000.00 transferred to surplus; $200,000.00 transferred to special reserves; leaving undivided profits as of December 31, 1929, $963,688.08.

The South Dakota Abstracters Board of Examiners has published a directory of the licensed abstracters of that state, one of the three states in the union which has passed an abstracter's licensing law. The list contains the names of every person, firm or corporation who has qualified as an abstracter of titles under Chapter One of the Session Laws of 1929, whose bond in the proper amount has been filed with the secretary of the Abstracters Board of Examiners; and to whom certificate of registration has been issued by said board.

The officers of the Board of Examiners are: A. L. Bodley, president; Paul M. Rickert; R. G. Williams, secretary-treasurer.

Lewis D. Fox, of Fort Worth, Tex., for many years engaged in the abstract business in that city and now secretary of the Fort Worth Rotary Club, was signally honored by the Texas Title Association, at its annual convention, by being presented with a life membership in that organization. This honor was bestowed in recognition of the many years of unselfish service Mr. Fox has devoted to the cause of Texas abstracters.

The following telegram was sent to Mr. Fox by the association: "In recognition of your past services and as an evidence of esteem, you were by unamious vote today elected an honorary life member of the Texas Title Association without dues unless and when you reenter the title field."

The Ohio Title Association recently held its annual convention at Tiffin. Addresses were given by the secretary of the National Building and Loan Association by Mr. Schackne of Toledo, representing the Ohio Association of Real Estate Boards, by Charlie White, of Cleveland, and by Jim Sheridan, of Detroit.

The following officers were elected for the ensuing year: V. A. Bennehoff, president, Tiffin; A. K. Clay, vice-president, Dayton; Leo S. Werner, secretary-treasurer, Toledo.

William C. Byrnes, of the Integrity Trust Company, Philadelphia, has written a most instructive and valuable article on "What the Property Owner Should Know About Title Insurance," which has been printed in pamphlet form. In a very comprehensive manner, Mr. Byrnes explains the purposes of Title Insurance, how it effects maximum protection, and much other valuable information on this subject.

The Champaign County Abstract Company, of Champaign, Ill., announces the removal of its office to 124 North Neil St., and also announces the opening of an escrow department.

Our erudite friend, Charles C. White, title officer of the Land Title Abstract & Trust Company, Cleveland, has again added to the legal wealth of Ohio by an article entitled "Ohio Theory of a Mortgage." This appeared in the Cincinnati Law Review and has been reprinted in pamphlet form.

Cress V. Groat, of Lewistown, Ill., past president of the Illinois Abstracters Association, and for many years an ardent worker in that organization, retired from the abstract and title business, Jan. 1, and has accepted the position of cashier in the Farmers State Bank. His interest in the Groat & Howerter business has been sold to Mr. M. B. Boyd, and the new firm will be known as Howerter & Boyd. Mr. Groat has been engaged in the title business for over twenty-five years.

The Kansas City Title & Trust Company has leased the abstract plant at Linn Creek for a term of two years. They have a force of eleven experienced abstracters there on the job and are doing a cash business, with no discounts.

There is much activity at Linn Creek at the present time because of the proposed construction of a dam across the Osage River by the Union Electric Light & Power Company of St. Louis. Stone, Webster & Company, of Boston, are the construction engineers, and the contract price for the dam is $16,000,000.00, the whole project amounting to $31,000,000.00.

It was because of this activity and the necessity of enlarging the plant and personnel of the Linn Abstract Company that the Kansas City Title & Trust Company took a two-year lease on it.

Following is a condensed statement of the condition of the Potter Title & Trust Company, Pittsburgh, Pa., Dec. 31, 1929:

Resources

Cash on hand and in banks	$ 1,528,701.02
Notes and Collateral loans	6,070,803.98
Bonds, mortgages and investment securities	3,269,441.01
Furniture, fixtures and miscellaneous assets	180,322.55
Overdrafts	213.07
	$11,049,481.63

Liabilities

Capital, surplus and undivided profits	$ 1,475,616.43
Reserves	72,783.41
Bills payable and rediscounts	700,000.00
Deposits	8,801,081.79
	$11,049,481.63
Trust funds—(Not included above)	7,325,751.18
Trustee under mortgage	2,431,000.00

The Potter Title & Trust Company and its affiliated corporation, the Potter Title & Mortgage Guarantee Company, offer to their patrons complete banking, trust, title and mortgage services.

Much of the discussion at the annual convention of the Florida Title Association, held last month in Sarasota, centered around proposed legislation, some adverse and some helpful, vitally affecting the title business of Florida. A general and spirited discussion of title insurance followed the reading of a paper by Mr. P. R. Robin on "Title Insurance From the Standpoint of the Customer, the Lawyer and the Abstract Company."

The following officers were elected for the coming year: President, Lore Alford, West Palm Beach; vice president first district, D. H. Shepard, Pensacola; vice president, second district, Mrs. N. Lee Talbott, Green Cove Springs; vice president, third district, J. B. Nickell, Tavares; vice president, fourth district, Albert P. Smith, Jr., Sarasota; vice president, fifth district, J. H. Early, Miami; secretary-treasurer, Richard H. DeMott, Winter Haven.

The Mortgage-Bond & Title Corporation, with its head office in Baltimore, Md., announces that it is now fully qualified under the laws of the state of Florida, and has completed arrangements for the appointment of representatives in several of the leading localities in that state.

The company is now qualified to write title insurance under the laws of Delaware, District of Columbia, Florida, and Maryland, and plans to enter other states.

The Mortgage-Bond & Title Corporation has a paid-in capital and surplus of approximately $6,000,000.00 and total resources of approximately $47,000,000.00. It is a combination of companies, some of which have been in business since 1885.

Through the industry and activity of Herman Eastland, Jr., newly elected president of the Texas Title Association, TEXAS TITLES is added to the increasing list of state association publications. It is a four-page, three-column paper, devoted to stories and articles about Texas Title Association activities. Mr. Eastland is editor of the paper and is assisted by members throughout the state.

The enthusiasm with which it has been received is another testimonial to the effectiveness of such a publication as a stimulating, good-will building influence among state association memberships.

The proposed affiliation of the New York Title & Mortgage Company with the Manhattan Company was consummated on Jan. 2, 1930, by a transfer of more than eighty per cent of the privately owned stock of the New York Title & Mortgage Company to the Manhattan Company, which company issued its own stock in return. Since that time, additional stock has been deposited, until now more than ninety-two per cent of the stock of the New York Title & Mortgage Company has been exchanged for the Manhattan Company stock.

The New York Title & Mortgage Company will continue to operate as an individual unit, and in its old name, with no change in policy or in official family.

The Manhattan Company was organized in 1799 for the purpose of furnishing water to the city of New York. Its charter contained banking privileges and it soon began to function as a banking institution. It now owns the Bank of Manhattan Trust Company, the International Acceptance Bank, Inc., the International Manhattan Company, Inc., the New York Title & Mortgage Company, the American Trust Company of New York and the County Trust Company of White Plains, with total capital funds as of Jan. 6, $139,-113,267.73.

Three companies of South Bend, Ind., Bugbee, Schock & Jackson, Indiana Title & Loan Company, and Northern Indiana Abstract Company, have merged and are operating under the name Abstract & Title Corporation. Formal opening of their new offices in the Building & Loan Tower was held Dec. 28.

Earl W. Jackson was secretary-treasurer of the Indiana Title & Loan Company and Charles P. Wattles held the same position with the Northern Indiana Abstract Company.

The many friends of Jesse P. Crump, of the Kansas City Title & Trust Co., will be glad to know that he is recovering from his recent critical illness, has been discharged from the hospital and is now convalescing at his home. He desires, through TITLE NEWS, to acknowledge the Christmas and holiday greeting cards received from a host of friends and wishes them to know the pleasure and comfort these greetings gave him during his illness.

Merger of the Strong & MacNaughton Trust Company, the City Mortgage Company and the Union Abstract Company, of Portland, Oregon, into the Commonwealth Trust & Title Company has recently been announced.

Strong & MacNaughton Trust Company for years has been engaged in the development and management of real property, in the handling of trusts and investments, and is loan correspondent for the Equitable Life Assurance Society of the United States. Mr. Robert H. Strong, who was president of Strong & MacNaughton Trust Company, will be president of the Commonwealth.

The Union Abstract Company has been engaged in the abstract business in Portland for a long period. Gus F. Peek, president of this company, will be vice-president of the new company.

The City Mortgage Company is successor to the Devereaux Mortgage Company and is loan correspondent of the New York Life Insurance Company and the Mortgage Bond Company of New York.

With the increased capital which will result from the merger, the company will engage in a complete financial service, an enlarged trust department, mortgage and construction loan department, engineering and designing department, and title insurance service.

New York Real Estate Securities Exchange Opens

The formal opening of the newly created New York Real Estate Securities Exchange, Inc., was held Dec. 16. This exchange, the creation of which has been talked of for years, is designed to render real estate security dealings as mobile as dealings in other securities. Summed up, the new Real Estate Exchange will serve the real estate investor as the New York Stock Exchange serves stock investors. Buyers and sellers are equally considered by its machinery.

The exchange equipped to facilitate the mechanical phases of the sale of real estate securities, providing a central place for real estate security listing and trading with a listing committee made up of the nation's real estate authorities. High standards in real estate security dealing are to be maintained by most rigid methods of membership selection. The present membership is 250, the constitution permitting a maximum of only 500.

The technical machinery of the Real Estate Exchange operation is very similar to that of the Stock Exchange. A midwest owner of real estate bonds may wish to dispose of them. His banker may advise him of their daily rating as listed on the New York Real Estate Securities Exchange. The market price may indicate that they could now be sold to advantage. The mid-west buyer, perhaps in St. Louis, gets in touch with the St. Louis office of a New York realty investing firm which is a member of the new exchange. This firm receives a selling order (fills it out with instructions to sell at the market price, the order is telegraphed to the New York office and transmitted to the floor of the exchange by telephone, and the transaction is made as rapidly, and the check is in the seller's hands as quickly as though it were a stock transaction.

Buying of real estate securities will be marked by the same procedure. The member of the exchange handling the transaction is paid a commission on a basis fixed by the constitution of the exchange.

Detailed constitutional rules of the exchange provide for an accurate reporting by exchange reporters of all transactions and for the delivery of bonds at a specific time. "Day cards" and "Good till cancelled cards" provide for other types of transactions, all under strict constitutional rule.

The listing committee is, perhaps, the firmest guarantee of the solidity of the exchange idea, because the most careful scrutiny will be given to all securities before they are accepted for handling.

The committee, whether accepting securities or not, must be informed in detail as to financial condition, personnel, and history of all corporations and individuals offering securities for listing, making this information available to members. Applications for listing must be accompanied by an appraiser's report on the actual physical condition of the property.

Title Guarantee of Los Angeles to Build

Title Guarantee and Trust Company will erect a height-limit office building to cost approximately $1,500,000 on the northwest corner of Fifth and Hill Sts., Los Angeles, the present site of the California Club.

A. T. Moreland, vice president of the organization, has confirmed the plans for the structure, but declared that construction cannot start until next summer as the California Club will not move into its new building until that time.

While architectural details have yet to be fully determined, it is anticipated that the building will be modernistic in design, with setbacks.

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, Lore Alford, West Palm Beach.
Atlantic Title Company.

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

Vice President, Mrs. N. Lee Talbott, Green Cove Springs.
Second District.

Vice President, J. B. Nickell, Tavares.
Third District.

Vice President, Albert P. Smith, Jr., Sarasota.
Fourth District.

Vice President, J. H. Early, Miami.
Fifth District.

Secretary-Treasurer, 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

President, Arthur C. Marriott, Wheaton.
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

President, J. E. Morrison, Indianapolis.
Union Title Co.

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, H. M. Hanson, Warren.

Secretary-Treasurer, E. D. Boyce, Mankato.
Blue Earth County Abstract 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, Leo A. Moore, Claremore.
Johnston Abstract & Loan Co.

Vice President, H. N. Mullican, Chickasha.
Washita Valley Abstract Co.

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

Oregon Title Association

President, B. F. Wylde, La Grande.
The Abstract & Title Co.

1st Vice President, W. E. Hanson, Salem.
Union Abstract Company.

2nd Vice President, R. D. McClallen, Enterprise.
Wallowa Law, Land & Abstract Company.

3rd Vice President, Arthur R. Wilson, Klamath Falls.
Wilson Title & Abstract Company.

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

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 Asosciation

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

Vice President, C. E. VanVlack, Rapid City.
Dakota Title & Investment Company.

Secretary-Treasurer, H. R. Wood, Redfield.
Spink County Abstract & Insurance Company.

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 Title Association

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

Vice President, Chas. L. Adams, Lubbock.
Guarantee Abstract & Title Co.

Secretary-Treasurer, James H. Eastland, Hillsboro.

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.

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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.

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