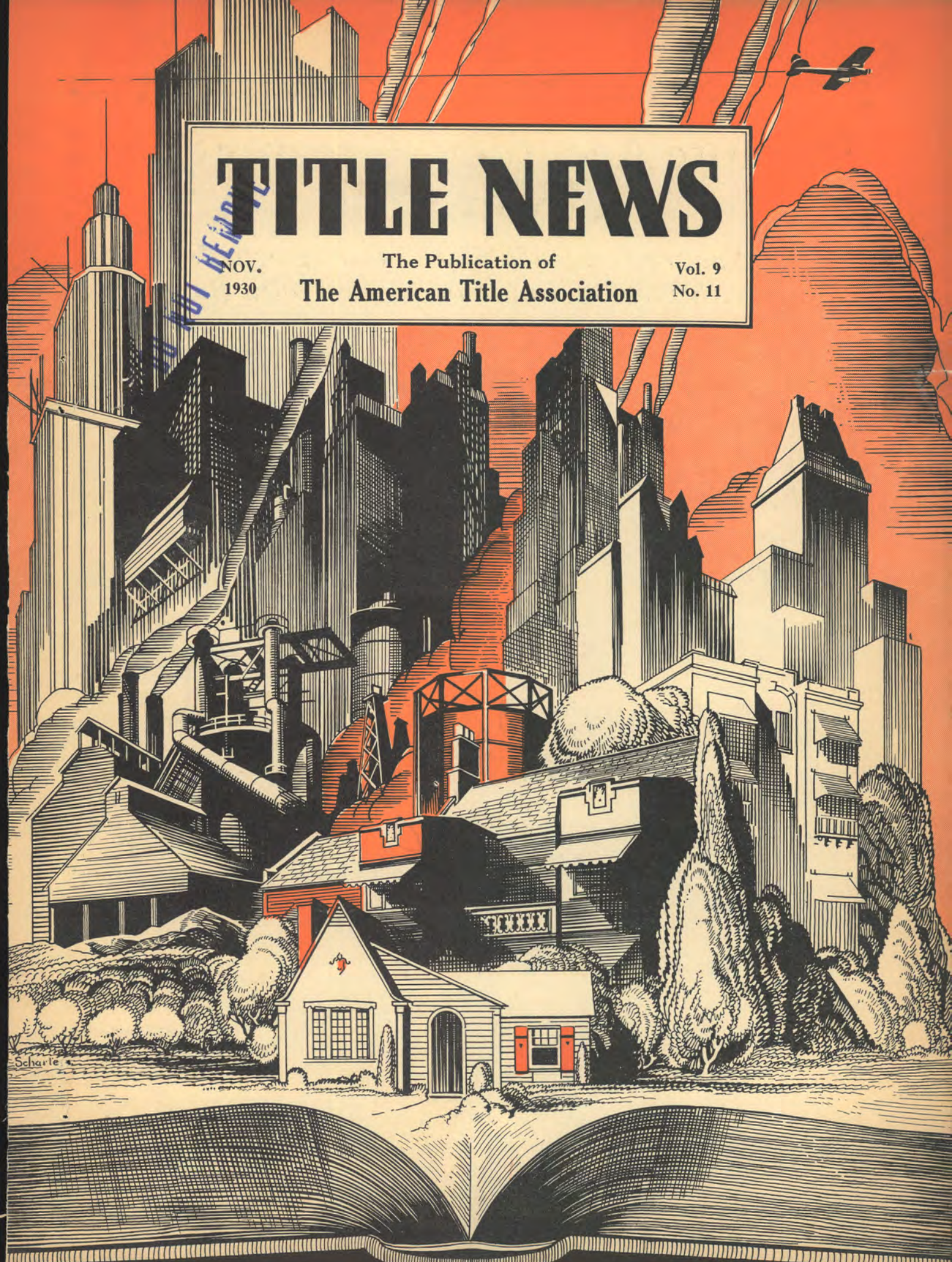


TITLE NEWS

NOV.
1930

The Publication of
The American Title Association

Vol. 9
No. 11



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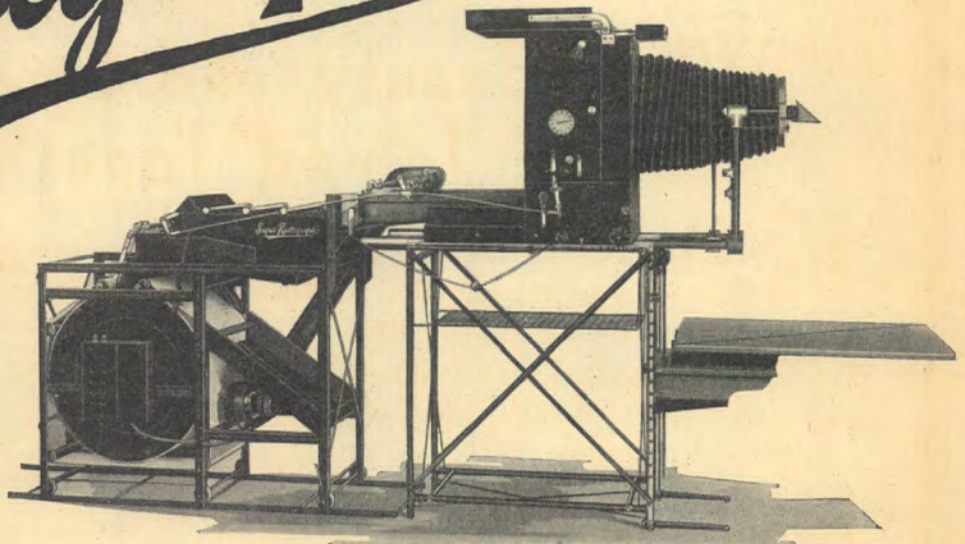
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When Beauty and Strength Were Joined Together

BACK in the glamorous days of nearly three-quarters of a century ago, public officials and private individuals began using Byron Weston Co. Linen Record paper for important documents of every kind. They chose it because it combined beauty, strength and the highest degree of permanence. Today these early records bear eloquent testimony to the judgment of their makers—and have inspired city, county, state and government officials to specify this same economical, permanent paper for modern records which must stand the fierce test of time.

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THE
Annual Mid-Winter Meeting
OF THE

American Title Association and
Conference of State Association Officers

will be held in

CHICAGO

FEBRUARY 6-7, 1931

HEADQUARTERS—MEDINAH ATHLETIC CLUB

This is going to be the most important meeting ever held by those in the title business.

It will present the new structure of the national association, putting it upon a definite basis, and organized for constructive accomplishment.

There will be announced a practical, formulated program of activities for the national and state associations which will advance and prosper the title business.

IT IS DESIRED THAT EVERY MEMBER OF THE
ASSOCIATION ATTEND

IT IS IMPERATIVE THAT EVERY STATE OFFICIAL
BE PRESENT

TITLE NEWS

Volume 9

NOVEMBER, 1930

Number 11

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Editor's Page

It is every Editor's inalienable right to write upon most any subject and express his opinion on divers matters. Of late "business conditions," and particularly forecasts and discourses, have been in vogue. Ye Ed resolved not to fall, but it's in the air right now, so I must needs follow the trend.

It is about agreed that there are two things the matter. First—There is an avalanche of over-production of everything, not only products, but also of trained people to work and think. Second—It has been an accelerating market and time, and it was easy to skate along smoothly. So much so that there were no times when adversity confronted and real problems had to be handled. As has been aptly stated, "people were spending most of their thinking and a lot of other time on just two subjects—the stock market and prohibition."

Real Estate has had more than its share of over-production, subdividing and building. This has occurred before, but only in spots, booms. As with all things, the surplus now will have to be absorbed, and the thing as a whole resume a sensible basis, even at a loss to many. Business is having to likewise adjust itself to hard fact.

Anatole France certainly described this period in the sentence "It has always been man's destiny to fall into contrary excesses, and the recovery from those excesses is always labored and prostrating."

Manufacturers point that people will soon have to buy to replace. Present equipment as well as luxuries or commodities have been repaired until it is now necessary to replace. One Secretary of State reports there are 200,000 autos in his state that have been obsolete and not fit to be on the highways for six months. People do not remain quiet long. Already there is sign of some real estate activity in certain places, the smaller cities experiencing a revival of building and farm lands show a ten per cent increase in recent months.

• *Too bad all the time is spent in trying to relieve rather than boost the farm.*

Several in the title business are making adjustments and changes that are offsetting the other. This present "relaxation" is the longest on record and will of course eventually emerge, but not overnight. It's a case of work it out. But between dreaming of tomorrow and regretting yesterday there won't be any time left to do anything today. It's got to be sane, sincere action now.

Things are beginning to show some signs of improvement.

DEVELOPMENT OF A GREAT WESTERN EMPIRE

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S A M P L E C O P I E S O N R E Q U E S T

What Value—Regional Meetings?

By JAMES S. JOHNS,

Past Chairman, Abstracters Section

IN order that the abstracters of the nation might have an instrumentality with which to work out their problems, the American Title Association at its meeting in Denver in 1925 organized an Abstracters' Section. This section having been operating for about five years, a little retrospection seems advisable; to see what have been the aims and purposes of the section, its accomplishments, what its cost, and to ascertain methods by which the mistakes of the past can be avoided in the future.

Soon after the Abstracters' Section was organized two sets of questionnaires were sent out to all abstracters. The answers indicated a total lack of uniformity in every particular, a complete absence of any cost accounting system, a total lack of cooperation among competitors, a very small interest in the state title association, and a very remote interest in the American Title Association. In fact the abstracters, who numerically comprise about ninety per cent of the membership of the American Title Association, were a disorganized indifferent mob.

After considerable study, work and experimentation an attempt has been made to bring about uniformity in prices and practices. From this start has developed the first aim of the section which has been to secure a standardization of prices and practices at such a level that the individual abstractor would begin to secure:

1. A reasonable wage for his services.
2. A reasonable return on his investment in plant.
3. A reasonable reserve fund with which to meet losses.

The second aim of this section quickly developed from the first. It has been to secure to the general public and to the legitimate abstractor the protection to which they are entitled through proper legislation requiring of the professional abstractor:

1. A complete title plant.
2. Proper qualifications as an abstractor.
3. A bond or deposit guaranteeing payment of just losses.

Certainly this would not seem to be a flighty, etherial, or over-ambitious program but one which starts building for the individual abstractor a firm

foundation; and one which would be received enthusiastically by abstracters everywhere.

The discovery was quickly made that the adoption of this program can not be secured merely by having an officer of the national association attend one meeting of each state title association and explain the program. This is due to a number of causes—fear to discuss prices openly; inability to confine discussion to the point at issue; distrust of competitor; fear of the legislature; inertia; despondency over the outlook, and conviction that the situation cannot be remedied, being some of the causes. The principal cause, however, is the small percentage of abstracters who ever appeared at state conventions. In a pathetically large percentage of the cases this was on account of the fact that the abstractor was not receiving sufficient remuneration from his business to afford a trip to a meeting of his professional organization had no help competent to leave in charge while away, or was too inert to go to the trouble of attending. It was, therefore, determined that in order to reach the individual abstractor the meeting with him must be either in his home town or at a point so close to him that he could reach the meeting easily and return home the same evening, thus relieving him of the necessity of paying the expense exerting himself or taking the time involved in staying overnight. Thus regional meetings came into being.

After some experience in the conduct of such regional meetings a special bulletin was laboriously prepared by the American National Association in 1928, describing the minimum requirements for successful regional meetings. Briefly, the state in which regional meetings are to be held must be properly districted so that no district will be too large. Experience showed that usually an outsider, i. e., a representative of the American Title Association, could conduct the meetings with more success than a local man. Therefore, the custom has grown up in the holding of regional meetings for an officer of the national association accompanied by an officer of that state association to conduct the meetings. The meetings must be so scheduled that no time will be lost. Proper preliminary work must

be done to secure the attendance at these meetings of everyone making abstracts—wild-catters, curbstoners, non-members and members. The bulletin urged that many letters, telephone calls, invitations to luncheon and dinner, be sent (and told who should send them) in order to secure the attendance of everyone eligible. A copy of this bulletin was sent to each abstractor and several copies were sent to each officer of a state association.

Where all preliminary arrangements are made in strict conformity with the recommendations of the bulletin, the results secured in the past seem to have justified the terrific expense to which the American Title Association has been obligated in the conduct of these meetings, and to have justified the time donated by its officers. However, in almost every state where regional meetings have been conducted there has been at least one district chairman (sometimes more) who has fallen down on the job completely, thinking that one lukewarm letter would secure full attendance, and this despite positive contrary instructions. In one state recently, one chairman failed to make clear the hour of the meeting so that several abstractors arrived about the time the meeting adjourned, thinking it was to be an evening meeting. Another chairman decided that since there had been some rain the boys probably would not want to go to the effort of getting to the meeting, so neither phoned or wrote. He seemed to have no consciousness of the efforts which the president of the state association, his wife, and I put forth to reach the meeting; traveling over two hundred miles to get there and facing a three hundred fifty mile journey to our next meeting. In another instance after the chairman had scheduled the meeting and was supposed to be making arrangements to secure the attendance of abstractors in that region, he determined that no attempt should be made to hold a meeting in his district on the day set because court was in session and everyone attended court. Of course, he failed to notify the state or national association, and their representatives journeyed to his town in vain.

In a recent state title bulletin appears a report of ten regional meetings held in that state. Following are some

quotations taken from this account:

"On account of the scattered attendance, it was impossible to reach any definite schedule."

"Prices and commissions were discussed but no definite action taken because some present didn't think there could be any increase in charges or elimination of discounts because some customers might object."

"On account of differences of opinion, no decisive action was taken."

"The meeting failed to produce the attendance that was expected."

"The next meeting was fairly well attended and demonstrated probably more than any other meeting the need for legislation and the folly for abstractors to not co-operate. Abstracting mostly a side line."

"The higher fee schedule was adopted and the majority favored title legislation."

"This meeting proved to be somewhat divided on the legislative program. Some opposition developed at this meeting."

The above quotations and illustrations, which would find their counterpart in most of the states where regional meetings have been held, indicate that far too little preparatory work has been done. The failure of the chairman to function, the failure to invite other than association members to the meetings, and in some instances the failure of state association officers to do as instructed, militate against the success of these meetings, and this despite the tremendous amount of telephoning, tele-

graphing and letter writing from the office of the American Title Association.

Even where the meetings have been a decided success the subsequent co-operation secured by the American Title Association has not been as heartening as was expected. For example, a member of one association resigned his membership in his state organization and in the national association saying that since the new schedule of fees has been adopted and since the Abstracters' License Bill has been passed everything which can be done for him has been done and they can do nothing more for him. In another state, where the same results were secured, prices raised, abstractors law passed, and the business made respectable, several members have declined to pay their state association dues and the contribution to the sustaining fund of the national association so far this year totals only about \$90.00.

The American Title Association is faced with the necessity of paying out a great deal of money whenever it assists in the holding of regional meetings. The individual who represents the national association at these meetings is required to make a great sacrifice of time. Should this expense and effort on the part of the American Title Association be continued in as lavish and free-handed a manner in the future as in the past; or should the policy of the national association be modified to the extent that no assistance will be given any state association in the conduct of regional meetings until definite and positive assurance is given

that an overwhelming majority of the abstractors in the state are earnestly desirous of securing the assistance of the American Title Association; that every preliminary arrangement has been made; that the attendance will be 99-44/100 per cent including hat searchers and curbstoners, members and non-members, and that neither court, rain, hookworm, sleeping-sickness, nor any other untoward event or circumstance will prevent a complete series of successful meetings?

Probably the policy should not be changed until much careful and thoughtful consideration is given to the problem and the testimony of representative abstractors from various parts of the country secured, for in many instances the new standard of fees and practices coupled with the Abstracters' Bill has worked a complete revolution in the title business. And while it is true that what has been accomplished in some of the states can be accomplished in all of them, yet these questions can be raised with propriety:— Cannot our efforts produce better results? And is not the cost of accomplishment too high? Will the abstractors put into practice the things he learns at regional meetings, gets all hopped up about, or does he go home, listen to the howl of the wolves, keep on working for inadequate fees and giving discounts?

Are regional meetings worth while? Yes—absolutely by a big margin, but some fail to get the big benefit from them while others use them to full benefit. It is too bad every state cannot be aroused enough to hold them.

THE REASON

The abstractor works when he has a request,
And you will always find he is doing his best
To fill his orders, and he will never lack;
But you will usually find him "holding the sack."

He gets most of his orders from real estate men,
Attorneys, bankers, and brokers come in;
They order the abstracts for clients we guess,
But it always puts us in a "heck" of a mess.

We will send them a bill for the abstract the day
The same is complete and out of our way;
We bill them again in the due course of time,
And then they inform us "the abstract's not mine."

They tell us they ordered for Johnnie Ricks,
And their attorney advised they would have to fix
The title to same in a much better state;
And the abstractor is the goat that'll have to wait.

Or they may inform us that the deal fell through,
And now they sure had a buyer to sue;
And in about six months they break the good news
That the abstractor's the one that's got to lose.

Or we may be told that the loan is now dead,
And for the loss of our work they have a great dread.
They console us by saying "the borrower'll pay"
And collecting those accounts is making us gray.

Then we will work on a mine, they want to call "sky"
That a man has under an option to buy;
We present our bill for the work with glee,
And he says "I'll pay you when Bill pays me."

And to make matters worse, if such could be,
They ask us to advance the recording fee;
This we will do and then sit and grin,
For he'll pay us—if his ship comes in.

The abstractor is asked to sit between
The anxious seller and the buyer keen;
And we always help when a loan's in sight,
Then "who'll pay the abstractor" starts the fight.

We've tried and we've tried to find a way
That we'd be protected and could get our pay,
But the only way that can possibly be
Is the safe, sound method of C. O. D.

R. C. BARRETT.

THE CLIENTS CAME NOT

© 1911 -



THE MOST LAMENTABLE HISTORY OF A RISING YOUNG ATTORNEY



HE SETTETH OUT IN A LOFTY FRAME OF MIND

He setteth out in a lofty frame of mind.

His fellow citizens predict failure and are likened to the crow and the jackal.

He meeteth rebuff and faileth to find the golden fleece.

He falleth into the power of a dragon and is horribly misused.

The gentle reader is exhorted to shed.

Showeth how a limb of the law is fed.

Showeth further the same.

How he spendeth his days.

He loseth his appetite.

The poet resorteth to the language of Brutus and showeth what further befell.

The R. Y. A. layeth down, likewise lieth down.

He looketh lean.

Showeth how his toe turneth up and his spirits down.

Showeth how he purposely avoid-ed further controversy.

Describeth the funeral layout, the wreath in particular.

The procession moveth.

The wonderful liberality of the broker.

The poet exhorteth other rising young attorneys.

The same.

A young man set out to follow the law,
And he had high hopes and fine visions he saw.
Caw! Caw!

The crow caws his applause,
The jackal licks his jaws.

But alas! for that youth and heu him infelicem!
The clients came not, and how could he fleece 'em?
Could he fleece 'em?

So poverty made him—that pitiless joker—
The slave of a real estate, mortgage, loan-broker,
Loan broker!

Shed a tear gentle reader, lament for the lost,
The youth paid his debts, nor counted the cost,
Ah, the costs!

That loan-broker fed a soul hungry for truth,
On abstracts of title, and such stuff forsooth!
Stuff forsooth!

Mortgages, deeds, and title to land,
When he hungered for learning and eloquence grand.
Eloquence grand!

Abstracts in day-time, abstracts at night.
Oh, at night!
From month unto month, nothing else met his sight.
Fading sight!

They went with him East and they followed him West,
Till he dined without hunger, and slept without rest.
Oh, for rest!

They ruined his health, and they ruined his temper,
Abstract a man's health, and the wretch is sic semper,
Tyrannis sic semper!

Five sorrowful summers in suffering went by,
He laid down his abstracts and lay down to die.
'Thout a sigh.

Lean he of body, and lank he of limb,
He lay down to die, the mere abstract of him,
Dim shadow of him.

To the daisies he turned up each several toe,
His spirit sped hence to the regions below.
To the regions below.

He preferred not to meet either Peter or Michael,
Lest reference be made to the subject of title—
Hated subject of title!

For mansion's a term you'll agree—which implies
A question of title—on earth or in skies,
On earth or in skies.

In abstracts of title, they wreathed his poor bed,
A pillow of abstracts they put 'neath his head—
Weary head.

The funeral procession the loan-broker led,
To Snodgrass' addition, to the Town of the Dead.
Section and township and range aforesaid.

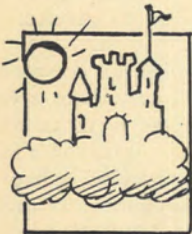
The broker the lot gave with little contrition,
The TITLE was bad to Snodgrass' addition!

Oh, never to brokers your services rent,
First, borrow or steal the last possible cent.

Remember this youth, and when all hope has fled,
Go hang your poor self by the neck until dead!



SHOWETH HOW HIS TOE TURNETH UP AND HIS SPIRITS DOWN



FOR MANSION'S A TERM YOU'LL AGREE, WHICH IMPLIES A QUESTION OF TITLE—ON EARTH OR IN SKIES



FIRST BORROW OR STEAL THE LAST POSSIBLE CENT



GO HANG YOUR POOR SELF BY THE NECK UNTIL DEAD

Stopping "Kicks" On Abstract Charges

By JOHN E. KENNEDY, Hamilton, Mont.

Manager, Security Title & Abstract Co.

FREQUENT complaint about fees charged, and the method of turning out work, are two of the outstanding "daily headaches" of the average abstracter.

He is almost always certain, when he has signed a certificate, and attached his seal thereto, that in addition to doing the work, he must listen to a long discussion as to the highness of his fees, and how his business should be regulated by law, in order that he will no longer be permitted to rob an unsuspecting public.

The thought often occurs to me, when I meet this situation, which I do practically every day, that there must be some remedy for it. I have tried several of them.

At first, the largest complaint came from attorneys, who were not paying a penny out of their own pockets for the abstract of title in question, but were merely acting for clients. Still they would not miss an opportunity to tell me how exorbitant they thought my price was, and when I would ask them what they thought the price should be, and on what basis it should be arrived at, they would have nothing to say.

I decided that I would put an end to their complaint and I made it a point to take from the records in the office of the District Court Clerk, the fees in several probates, and foreclosures which each attorney had handled. I had them on my desk and each time that any one of them would refer to my charges, I would consult my chart, and say "What was it that you got for probating the Jones Estate?" or "How much did you charge for the Brown foreclosure?" I found that this soon put an end to their remarks. They felt that they had been reasonably compensated for their work in each instance, and were now content to admit that I had not been more than reasonably compensated for my work in preparing the particular abstract of title under discussion.

Another group who never missed a chance to complain, were the real estate dealers. They would raise considerable hue about the charges for the abstract of title, but never a word about the five per cent commission that they had obtained for the deal in question.

The lay man, really, does the least complaining of any. He has often con-

sulted an attorney, and has dealt with real estate men before, and for this reason is aware of their charges, and pays them without a whimper. Unless he deals often in real estate, his dealings with the title man are not so frequent, and often a statement from the real estate man, as to how expensive the abstract will be, and a remark from the examining counsel as to the title man's charges, it is no wonder that he will put up a kick. Not because he cares to kick, but because he has just paid an attorney fee, and a real estate commission, and feels that he might as well blame the abstracter for the whole affair, inasmuch as he deals with him least of all.

If the abstracters would only get across to the public that they are giving them a service that they cannot get elsewhere; that they, too, as well as the attorney, are offering a specialized service, one that necessitates not only an adequate education, but several special qualities as well, the situation might be different.

They should be educated as to what the value of an abstract consists of: Thompson, in his "Title to Real Property," says "The value of an abstract of title consists not only in the information it contains, but also in the form

and arrangement of such information that it may be used with ease and safety. It should set forth the contents of every instrument of record affecting the title, so full, that no reasonable inquiry shall remain unanswered, so brief that the mind of the examiner shall not be distracted by irrelevant details, so methodical that counsel may form an opinion on each conveyance as he proceeds in his perusal, and so clear that no new arrangement or dissection of the evidence shall be required."

If it can be brought to the attention of the lay man, and in fact to the attention of each person, interested in ordering abstracts of title, that this is the rule that must be adhered to, when an abstract of title is prepared, I feel certain that there would be considerable less complaining, and they would be able to see that an abstract thus prepared serves as a safe and convenient guide to purchasers or to investors in real estate securities.

Let this be explained to prospective customers, and to old customers as well, and let every abstracter recall to mind that old saying, "It is well for a man to respect his own vocation, whatever it is, and to think himself bound to uphold it, and to claim for it the respect it deserves."

NOTICE—

THIS office will not be liable in any way for mistakes, errors or omissions in information given except insofar as our legal liability extends over our official signature and seal.

(As a matter of good business and protection to all parties concerned, the Colorado Title Association strongly advises that no transaction involving real estate be closed without first having the abstract to the property continued to date and the title examined by a competent attorney who is familiar with the real estate laws of Colorado.)

Card furnished to members of the Colorado Title Association and displayed by them

Building and Loan League Advocates Advising Worth of Houses

THAT building and loan men should advise their clients as to whether homes are properly priced, even though they may incur the displeasure of builders and others, was the consensus of opinion of a meeting of building and loan officials held here June 25 in connection with the Rotary International Convention in session at the Stevens Hotel. Group meetings of the various industries, professions and trades represented at the Rotary meeting are a feature of the Convention. The building and loan men met in the Palmer House with E. A. Markham, El Paso, Texas, presiding. About forty

men representing building and loan associations from various parts of the country were present.

The building and loan Rotarians stated that the men in this business must "be on the side of the home owner," and look at his problems from that point of view, so that if a house is over-priced, for instance, the building and loan man should tip off his customer.

George E. McKinnis, Shawnee, Okla., Past President of the U. S. Building and Loan League also spoke on service to the public.

All building and loan associations should have a private room in which to confer with their customers said Clarence T. Rice, Kansas City, Kansas, Secretary Southwestern Conference, because the home owning transaction is extremely important to the average man who builds a home but once in a lifetime, and thus would be pleased to have a place in which this important matter can be talked over quietly.

The supervision of construction from the point of view of the correct following of specifications should be undertaken by building and loan men in the future, said several speakers.

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.)

"Unwritten Clauses"

There is nothing in our title insurance policies requiring us to handle your transaction with promptness; no clause stipulating that we shall treat you with courtesy and consideration; no proviso that you as a customer must be thoroughly satisfied with the treatment you receive.



All these things are covered by "unwritten clauses" in our title policies—voluntary, self-enforced clauses which "make a difference" when you deal with us.

COMMONWEALTH TITLE
INSURANCE AND TRUST COMPANY
affiliated with
PROVIDENT TRUST COMPANY



Client:

"You keep pretty well posted on these sales. Isn't it a lot of trouble?"

Attorney:

"No. The Commonwealth sends me the Sheriff's Sale List each month. That's one of the reasons I send my business to them."

COMMONWEALTH TITLE
INSURANCE COMPANY
affiliated with
PROVIDENT TRUST COMPANY

Twelfth and Chestnut

Two specimens of the very appropriate advertising done by this company. The one on the right has a real human interest and appeal. The copy and lay-out shows title advertising does not need to be dry and prosaic.

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.

Could non-resident alien inherit during war?

Yes, if treaty so provided, even though state law prohibited it, and war did not suspend treaty. *Goos v. Brocks*, 223 N. W. 13 (Nebraska).

Is guardian's mortgage to build house on minor's land good?

Held void as court had no jurisdiction. *Reddin v. Frick*, 223 N. W. 50 (South Dakota).

Who must share up party wall where one building is torn down?

The party tearing down, and not the other owner as is the case with a separate wall. *Marks v. Woolworth*, 32 Fed. 2nd 145 (Texas).

Should resolution of directors and stockholders be required for corporate mortgage?

Yes; otherwise they might contend that loan was used by officers personally. *Standard v. Smith*, 32 Fed. 2nd 176 (Oklahoma).

Can licensed foreign corporation be ousted from state for charging usury?

It can in Nebraska, *State v. Central*, 225 N. W. 46.

Does renewal have effect of validating fraudulent notes?

Yes; if mortgagor agrees to renewal he waives defense of fraud. *Olson v. Union*, 225 N. W. 124 (North Dakota).

Does child born here become alien if his father is naturalized in Canada?

He does if father was naturalized while both lived in Canada and during child's minority. *Ostby v. Salmon*, 225 N. W. 158 (Minnesota).

Is purchaser entitled to compensation for improvements if he thought life estate was fee?

No; the will in the Probate Court creating the life estate was notice to him (even though it is not recorded in Recorder's Office), *Clark v. Leavitt*, 166 N. E. 538 (Illinois).

Is title of devisees subject to debts of the decedent?

Yes; the debts are a lien on the property. *Pittsburgh v. Verborg*, 166 N. E. 29 (Indiana).

Can the same guardian ad litem be appointed for two minors?

Not if the minors' interests are adverse to each other. *Millage v. Noble*, 166 N. E. 50 (Illinois).

Can suit in equity be brought to determine whether grantor of church site has reversionary interest when church is sold to school?

Not in Illinois; neither does suit to quiet title lie; the action must be at law. *Schools v. Wilson*, 166 N. E. 55.

Is provision in will good if providing for partial accumulation of income until minor child reaches age of forty?

Void in Illinois where a Thellusson Act is in force. *Wills v. Southwell*, 166 N. E. 70.

Can a building corporation own more than one building in Illinois?

No; but it can acquire additional strip for enlargement of the building? *People v. Emmerson*, 166 N. E. 110.

Is assignment of rents in second mortgage superior to collection of rents by receiver in suit foreclosing first mortgage which does not contain assignment?

The receiver and holder of first mortgage are entitled to the rents. *Fidelity v. Mahon*, 166 N. E. 207 (Ohio).

Is there a reversion where conveyance is to trustee "so long as the lot is used for church purposes?"

Held no reversion in Ohio where deed was based on a valuable consideration (\$50) and there was no reverter clause; but one judge vigorously dissents. *Copps Church*, 166 N. E. 218.

Can zoning ordinance forbid addition to business building already erected?

Yes; *State v. Stegner*, 166 N. E. 226 (Ohio).

Devise to one Church college, but if discontinued to nearest other college of such church; is this good?

Held good notwithstanding claim of ambiguity and remoteness. *Bishop v. Broyles*, 22 S. W. 2nd 790 (Missouri).

Is broker entitled to commissions if owner himself sells for smaller price?

He is if sale was to a purchaser obtained by broker. *Bailey v. Hercules*, 22 S. W. 2nd 855 (Missouri).

The Miscellaneous Index

Items of Interest About Title Folk and the Title Business

Some impressive advertising pamphlets have been issued by the Lawyers Title Insurance Corporation, Richmond, Virginia, (Laurie Smith's company, if you don't already know).

One is entitled "Remove the Shadow" and shows a nice comfortable home with a ghostly shadow question mark blotting its otherwise serene and secure look. The subject matter in the ensuing pages tells a lot about everyday hidden defects and things that might occur but would have protection in title insurance.

The other is a little booklet entitled "Nine Questions a Lawyer Asked Himself." It contains some pretty good dope about the attitude lawyers should take in respect to title insurance.

These two pamphlets come as near being modern, hit-'em-right-now impressionistic advertising as anything appearing for the title business. It's this kind of stuff that will do some good, rather than formal long explanations of the legal aspects and niceties of title insurance.

In conformity with its expansion plan, the Mortgage Bond and Title Corporation, with its head office in Baltimore, Maryland, announces that it has qualified under the laws of the State of Kansas and has completed arrangements for the appointment of representatives in several of the leading districts in that state. They are now qualified in Delaware, Maryland, Florida, Kansas, and the District of Columbia.

Recently, the Chemical National Bank and Trust Company, New York City, purchased an appreciable share of the capital stock of the Mortgage Bond and Title Corporation and Mr. Percy H. Johnson, president of the bank, was elected a director of the board of the title company.

Ben O. Kirkpatrick, one of our local hosts for the 1931 convention and a member of the Oklahoma legislature meeting in 1931, will probably become known as the "flying legislator." Mr. Kirkpatrick plans to fly from Oklahoma City, the capital, to his home in Tulsa each Friday evening during the legislative session, spend Saturday and Sunday in his office and at home, and fly back to Oklahoma City each Monday morning.

Edgar Anderson, until recently the vice president of the Puget Sound Title Insurance Company, has been elected as vice president and counsel of the Tacoma Title Company, Tacoma, Washington.

The Title Guaranty Company of Wisconsin opened its new quarters on the sixth floor of the Title Guaranty Building, 68 West Wisconsin Avenue, Milwaukee, in June of this year. The Title Guaranty Company of Wisconsin was formerly the Milwaukee Title Guaranty and Abstract Company. The changes in name and location were coincident with the inauguration of a state-wide expansion program, whereby they will develop an agency system with local abstracters throughout the state.

Title Guarantee and Trust Company, Los Angeles, celebrated its thirty-fifth anniversary on October 28 with a dinner in honor of its officers and employees, many of whom have been with the institution for terms ranging from twenty to thirty-five years.

An interesting sidelight of the occasion is the fact that the dinner was held at the new California Club whose old home at Fifth and Hill Streets has just been demolished to make way for the new limit-height Title Guarantee Building which is now under construction.

Organized on October 28, 1895, by E. W. Sargent, who was known as the "father of the land title business in Southern California," the Title Guarantee now has resources exceeding 7,500,000. During the stretch of thirty-five years covered by the Title Guarantee's activities, Los Angeles has grown from a small town into the fifth largest city in America. The company has had four presidents, all of whom with the exception of the present titular head have died in office.

Reflecting the tremendous increase of property values in the downtown financial district, Title Guarantee records show that the site of the new Title Guarantee Building, Fifth and Hill, on which the California Club structure formerly stood, was sold at public auction to Harley Taft on February 1, 1866, for \$9.90.

The New York Title and Mortgage Company has opened a branch office on the ground floor of the Shoreham Building at Washington, D. C., the twelfth of September. Wilford J. Booher is in charge as manager and B. B. Bailey is title officer.

The title plant, which consists of a complete tract index of the records of the District of Columbia back to 1912, is located on the third floor of the same building. The plant is being built back as rapidly as possible and will be carried back to the establishment of record title to all of the District. Title service offered to the public includes certificates of title and title insurance.

The Chelsea Title and Guaranty Company, Atlantic City, has acquired the Cape May County title plant, business and good will of the title department of Ocean City Title and Trust Company. The Cape May County business of the new company will be continued as heretofore in the present title offices in the Ocean City Title and Trust Building, under the same personnel as were connected with the trust company title department, and with Mr. Jesse D. Ludlam as the county seat representative.

The Land Title Insurance Company of St. Louis recently celebrated its fiftieth anniversary. The event was commemorated by sending out very attractive announcements extending cordial greetings to and thanks for the loyalty of their friends during the many years of its existence.

The Wisconsin Title Association has planned a series of regional meetings, the first of which has been called by District Chairman E. H. Turkelson, to be held in Waukesha the second week in January.

Further expansion of its state-wide service has been made by the Washington Title Insurance Company, Seattle, by the purchase of an interest in the Fletcher-Daniels Abstract Company, Incorporated, Vancouver. The Fletcher-Daniels Abstract Company is one of the oldest and strongest companies of the Northwest. By the acquisition of this stock the Washington Title Insurance Company now is represented by affiliated agencies in ten counties of the state.

The American Title Association

Officers, 1930

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Term Ending 1931

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