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TITLE NEWS

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VOLUME XIX

NUMBER 1

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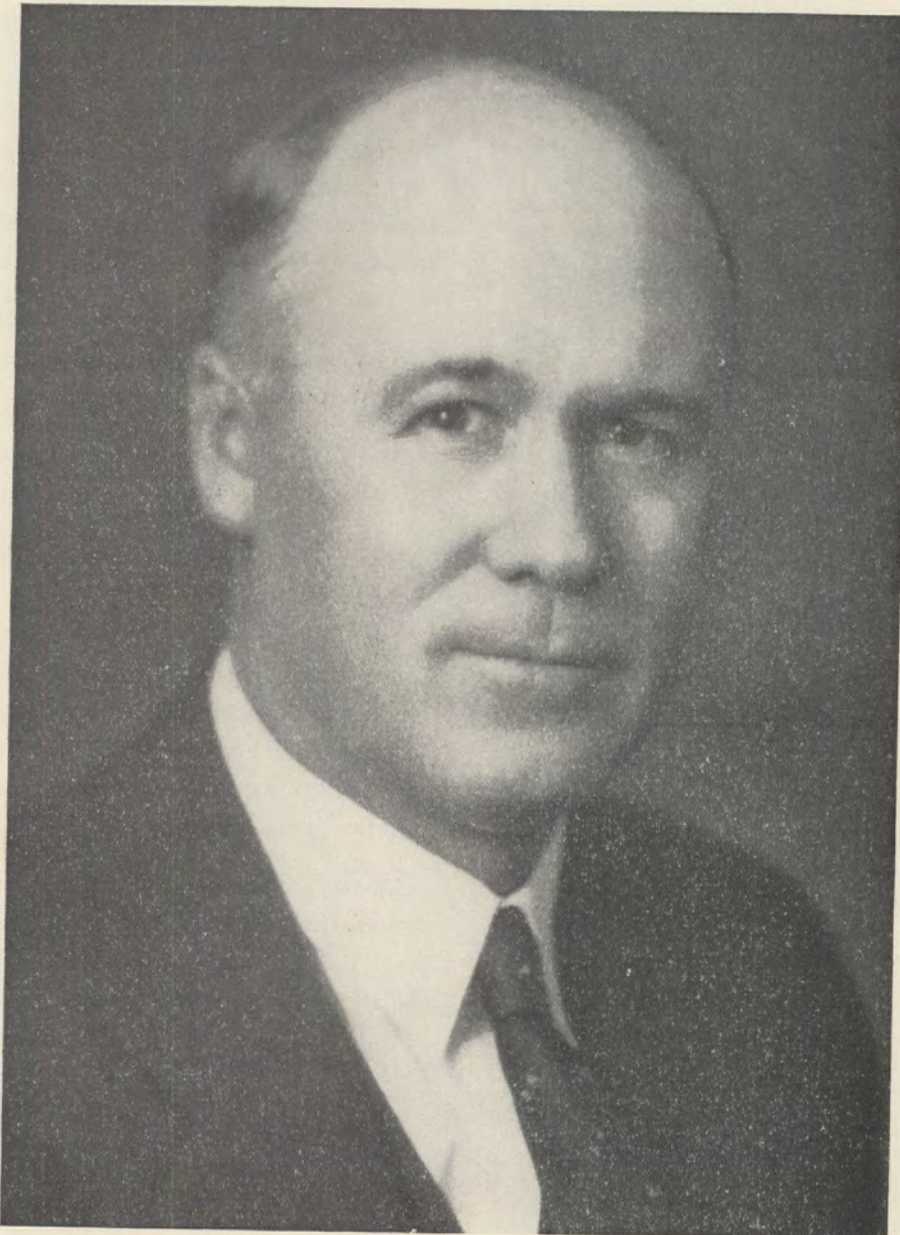
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JACK RATTIKIN
 Fort Worth, Texas
Vice-President, American Title Association
President, Home Abstract Company

In Memoriam

MARCUS B. BREWER

Oklahoma City, Oklahoma

LEO S. WERNER

Toledo, Ohio

HENRY B. BALDWIN

Corpus Christi, Texas

JOHN HENRY SMITH

Kansas City, Missouri

WHEREAS it has been brought to the attention of this, the Thirty-second Annual Convention of the American Title Association assembled in Oklahoma City, State of Oklahoma, that the Grim Reaper has seen fit, since our last meeting, to gather into His fold some of our beloved brethren and members, namely: Marcus B. Brewer, Leo S. Werner, Henry B. Baldwin and John Henry Smith; and

WHEREAS we feel that it is just and fitting that we should pause in our deliberations to order to pay tribute to the memory of our esteemed and honored brethren who have been called from their lives of service to our cause in order to carry on the work of their Creator; and

WHEREAS the record of their lives will ever remain with us as a monument to their devotion to their friends and to their Country, never to be forgotten.

NOW, THEREFORE, BE IT RESOLVED that our sense of loss occasioned by the passing of our brethren be recorded in the archives of this Convention; and

BE IT FURTHER RESOLVED that a copy of these Resolutions be sent to their respective families.

Adopted this October 27th, 1938.

Fred Wilkin, *Chairman*

Charles C. White

Hiram Brown

James S. Johns

F. A. Washington

COMMITTEE ON RESOLUTIONS.

ROYCE E. WRITE

Milwaukee, Wisconsin

MACO STEWART, Sr.

Galveston, Texas

C. B. VARDEMAN

Kansas City, Missouri

LOUIS BURTON

Detroit, Michigan

It becomes the sad duty of the Executive Secretary to report that, since the holding of the Annual Convention in October of 1938, other outstanding leaders of our organization have been gathered to their Fathers.

Accordingly, and with heavy heart, we add the names of the honored members noted immediately above.

They contributed much to their communities and their Nation.

In their passing, we of the American Title Association have suffered a deep and great loss.

No words of the Executive Secretary could express adequately the great sorrow we feel. Appropriate action by our Association in convention assembled will be taken when next we meet.

Meantime, on behalf of the American Title Association and its entire membership, our deep and sincere sympathies are offered to the families of our departed brethren.

JAMES E. SHERIDAN,

Executive Secretary.

May They Rest in Peace

Taking the Hooley Out of Selling

JOHN E. WOLF

International President, Mail Advertising Service Association

President, John E. Wolf Advertising Company, Oklahoma City, Okla.

I have a dollar and you have a dollar. So we exchange dollars. Now, I still have a dollar and you have a dollar . . . certainly not a profitable transaction.

BUT, I have an IDEA and you have an idea, and we exchange ideas. Now, you still retain your idea, and I mine. . . BUT we have BOTH gained another workable and cashable IDEA!

I'm sure that is the motive which prompted you men and women to get together at this convention. So that you might gain from the best experiences of each other, because what you get from each other to help one another.

Affects—

Your Job;

Your Success;

Your Salaries.

Yes, even your personal happiness and enjoyment in this—a real life!

For the past generation America has produced more than it could profitably sell . . . so . . . TODAY, as for the past eight years . . . America's greatest problem facing business is . . . how can we sell more effectively.

So effective selling affects us all . . . the retailer, the wholesaler, the manufacturer . . . yes, even the professional man, the doctor, the dentist and the accountant!

They all have a real problem in improving their selling methods . . . to move merchandise . . . increase payrolls . . . earn profits and dividends . . . and secure a larger share of personal enjoyment and happiness.

So, my subject, "Taking the Hooley Out of Selling!" is quite appropriate.

Now, you may ask, "Why should an advertising man be interested in effective selling?"

Because we have seen too many good advertising programs, which had influenced buyers, his products or his merchandise, only to find that these urges to buy were badly discouraged or ruined by bad, misguided, misunderstood selling practices!

And since Good Advertising is nothing more than effective salesmanship in print, it became necessary for me to make a study of what constitutes effective selling more than 18 years ago!

And what did I find in the scores of books I read, the courses on selling which I studied, the lectures I listened to? "A lot of hooley," in most part!

Why did I, seeking a better knowledge of selling, find it necessary to read through 300 or 400 page books to get so little real common sense ideas on selling?

Such little real meat to nourish a soul hungry for a better understanding of what impelled people to buy!

Why do authors surround such an important subject as Selling with a veil of mystery?

What is there about Salesmanship that is so mysterious?

Why did it take me almost ten years to secure a working knowledge of this all important subject that means—

More orders;

More pay checks;

More employment;

More satisfied customers;

More happiness and greater enjoyment in your work, both in business and home life?

I ask you, why?



JOHN E. WOLF

Oklahoma City, Oklahoma

International President, Mail Advertising Service Association

Because they kept talking about things like this mysterious "psychological" moment when you must close a sale!

A lot of hooley!

I defy any of these authors to tell me actually, when that point arrives in a sale!

And make it clear and understandable to me!

Then I could pass that "Magic" Button to these thousands of salesmen all over America who are finding selling so tough!

Now, is everyday good, effective selling as hard and mysterious as all that? Of course not!

Modern, effective selling can be analyzed and mechanized into a very simple, understandable subject, that follows a very definite and simple procedure!

Just as a study of simple arithmetic can be today!

In fact, it's merely a study of every day living—and most of it can be best learned in the oldest of all books—your Bible!

First, you must be interested in people, learn to mix with them, study what makes them happy, how they live and play and relax—study their home life as well as their hobbies and business life!

There's just three things you can't teach a man about selling:

Observation

1. OBSERVATION—the sense to observe the reactions, conditions and resistances he encounters in selling.

Interpretation

2. INTERPRETATION—the ability to interpret these reactions and resistance and guide his sales presentation to overcome them.

Decision

3. DECISION—to be able to decide what to do and take proper action following his observations and interpretations.

Regardless of what you are selling, there are five cardinal rules that always control the sale that wins. And here they are:

1. The first one is—Never Argue. Selling, by its very nature, is argumentative whether your line is a line where you have to approach the customer or the customer approaches you. You assume an interest on his part and there is a tendency on your part to attempt to get across your ideas. That is argumentative. The situation calls for diplomacy—"Diplomacy is the art of allowing other people to have your way." So, never argue. I belonged to a debating team in the school that I happened to attend, and for four years in that debating team I never lost a debate—though the judges said that I did most of the time. So you never win an argument.

2. The second cardinal rule is—Never talk on the specific subject or article that you are trying to sell. Customers and prospects are not interested in your product or service, but are interested only in what they will do for them. So, never talk about your specific product or service.

3. Rule three—talk always on their NEED for your particular service. His need for that thing, that is what he is interested in, regardless of

4. Rule Four—Get agreement on major issues. Now this is the way to dodge argument. Get agreement on major issues. Revert to my business. If I contacted you, it would not make any difference to me at all whether I actually made your sale, but you and I can always agree on the majors—and must agree. Don't let the prospect get you out on a selling limb as to whether or not he must have his lot surveyed—stay on the major issue of what you have to offer in your abstract or title insurance for his interests!

5. Rule five—Don't let the buyer write the rules. He doesn't know a thing about it. You should be an expert in your business. If you are not, how preposterous that you should be trusted to exploit to the public. You should be an expert, and you can easily write the rules that will guide your sale to a happy and prosperous destination.

These are the five cardinal rules that underly all effective selling.

Specific Selling

Now, for specific selling.

Most standardized texts divide the sale into what is called the "approach," the "presentation" and the "close," presuming that you are so expert that you can distinguish that imaginary line that exists between "approach" and "presentation," and can know when "presentation" ends and the "close" starts. I don't subscribe to that! I think the sale divides itself into six simple brackets, any sale, and the first is the "approach" but not as it is treated in common texts. That does not mean the physical approach to the prospect. You are surely not afraid to approach anybody. That means approach to an open-minded understanding, a preponderant discussion of the thing you want to present. That is what is meant by the "approach," and anybody with any sense of observation at all can know when the prospect has settled into an open-minded confidential attitude.

After you have approached your prospect and have established the right to a discussion of the project you have in your mind, the next step in smart selling would be to qualify the prospect, insofar as his capacity is concerned, to do the things that you want him to do. That paves the way for an organized acceptance. If you want to sell me, the next step to take is to identify a problem I have. Yes, identify a general problem which might be—

Why does a homeowner require an abstract or title insurance on his home?

What do these services give him that interest him?

How do they serve to give him absolute proof of ownership or a protection and guarantee to his title of ownership?

Isn't that a general problem faced by all who purchase property?

So, identify a general problem!

In other words, you now put the monkey on his back.

If you did a good job of identifying a general problem, then he already com-

mences to realize that, too, is his problem!

So, fix that problem on him! So he fully realizes it is his problem, too!

How he must protect himself with proof of ownership of his property.

And then we come to our next step on the sale—

I call it SOLUTION!

For the first time you then talk about your abstract or title insurance service!

And yet how different this procedure is from the average salesman we come in contact with every day! Who is all too eager to show his merchandise or talk about his services—long before Mr. Prospect has realized his need for same or expressed even an interest in how it might solve his real problems!

Do you sometimes find yourselves doing what the average salesman does?

Be honest with yourselves in analyzing your selling! After thoroughly explaining the merits of your service.

And now we come to that mystical "Psychological moment."

The Sale

When we must close the sale! When does it come! How can you tell when it arrives?

Does the prospect wink at you? No!

If you have properly secured—

1st—An open-minded approach to a problem.

2nd—Identified that problem.

3rd—Fix that problem so he believes it is his, too.

4th—Then offered the proper and honest solution to his problem—which is your service.

Then closing becomes easy! At least from here on it is easier to know which, if any, of the above steps you have not completely or convincingly covered to determine which must be gone back to answer the prospect's objections.

If there be any, then don't try to close! Go back along your well defined sales track for better understanding. Then test closing!

How soon will he take possession of property? When will loan arrangements be completed?

These and many other questions to qualify a prospect to determine when you are ready to close the sale!

Nothing mysterious or complicated in this procedure, is there? Of course not!

Now, threading its way through every sale, and especially is that true of your line, is the necessity of prestige! How silly it is for me to try to foist my ideas upon you. What do you care about what I think? Not a thing in the world. And so if I expect to influence you I must have prestige. And if I don't have prestige, if I cannot borrow it, if I cannot get an introduction that will build it for me, I must build it for myself. It is an organized simple process to build the prestige that takes a sale out of an argument into a "conference." And so, you must have prestige for the right to discuss the intimacy of my problems with me and prestige for the right to make recommendations. And never will we ap-

proach good selling until the time comes when we occupy a position of prestige such as the doctor, when I can tell you that I am a merchandising expert and you can rely on my recommendations on economic maladies as you would rely on the recommendation of your physician on physical maladies. Not very long ago, they took the sweetest, dearest thing that ever lived, to me, my little girl. They said to me, "She has a ruptured appendix. We are going to take a knife and stick it into her little belly, and when we do that we take her life in our hands." And she is all I have, I'll never have another, and I let them do it! Don't tell me that didn't take a lot of prestige. And I aspire to the time when I can approach such effectiveness and efficiency in selling; when I can sit down with you and can build the same amount of prestige; that I can say, "This merchandising malady is well defined." I recommend it for you, and for others, and you take my recommendation. That is effectiveness in selling.

An outstanding factor in every sale that is concluded is the motivating influence. There must be motivation. You must have some sort of motivation coupled with your prestige that will let you move from your approach to the identifying of the problem, some sort of motive that will let you move on, let you move up to the delicate subject to the close. Motivation is not simple. The whole universe is set up under motivating influences.

What motivates us to action—

Fear,
Love,
Envy,
Sorrow,
Pride,
Greed.

These are emotional influences that motivate our daily lives!

So you cannot sell with logic alone, but logic coupled with prestige and motivation, actually and positively means closed sales.

These are the simple fundamentals of salesmanship. Every sale that you make follows those general brackets. Maybe you don't think you motivate. I'm going to give you an example. Maybe your weakness is home, mother, a son, or a daughter—but if you ever go to a picture show, when that particular motivating influence is pictured on the screen you sit back there and grit your teeth ashamed to shed an honest tear. You sit down there trying to look straight ahead, afraid to wipe your tears. And the big baby next to you is doing the same thing. Finally you get out your handkerchief and under the disguise of wiping sweat, you chase away those tears that express your capacity to live and get something out of it. That's motivation. Pity the man who won't break down and yield to his emotions, who hasn't the courage to cry for the things that are wholesome and sweet and dear to him. God help him, for he doesn't know what life is all about.

Griefs, Gripes and Ganoids

H. LAURIE SMITH

*President, Lawyers Title Insurance Corporation
Richmond, Virginia*

Some weeks ago your Executive Secretary notified me that I would appear on this program to speak on **Title Losses of the Past Twelve Months and How to Prevent Them.** I protested. I derive negligible pleasure from rubbing salt in recent financial wounds. Moreover, I don't want to prevent title losses. I am interested in "Bigger and better title losses and how to capitalize them." The optimism of an Executive Secretary is a beautiful thing. He has perennial faith that delinquent dues will be paid and that speakers will stick to the subjects assigned. Jim hopefully programmed a talk on Title Losses, which I now nonchalantly amend to **Griefs, Gripes and Ganoids.**

BRETHREN, I TAKE MY TEXT from the XIV Chapter, XIV Verse of the II Book of Samuel: "As water spilt on the ground, which cannot be gathered up again."

Millions of years ago, in the Mesozoic Era, when the surface of the earth was a thin, wobbly crust, largely covered by shallow seas which sloshed about in a very casual way, the Ganoid was just plain fish without highfalutin' name, sporting the food infested waters in a carefree manner. He took his pickings joyously, with no thought of the morrow, for a fresh supply of food was being spawned every minute.

Then came one of the periodic contractions and settling of the earth's crust, which to the poor fish seemed to be a world upheaval rather than a trivial incident in cosmic chronology. The poor fish found himself in a muddy, storm-tossed, inland sea, with his natural food supply cut off and every condition to which he was accustomed completely changed. His piscatorial playmates, terrified by recurring terrestrial tremors, flashed and darted in panicky schools, seeking only peace and security and food. His enemies, Pterodactyl and Ichthyosaurs, princes of privilege and economic royalists, churned the water in baffled rage over the loss of the abundant belly-fodder of the old order, or despairingly sulked behind sunken wreckage in dark pools of pessimism.

The Octopus, clouding the waters with exudations of black hate, stretched out slimy, groping tentacles for what might be grasped in the disorder and confusion. The denizens of the deep of every species reacted to the emergency according to natural greed or temperament or intellect. Unfortunately, the average I. Q. of the fish family wasn't very high. The Carp carped over capitalistic errors alleged to have caused the cataclysm. The Croakers croaked gloomy forebodings that fantastic pandering palliatives to relieve economic distress would bring about more violent upheavals.

The More Abundant Life

From time to time the water was strewn with lavish chum, which, characterized by runic symbols, grouping in myriad, mystic combinations—C. W. A., A. A. A., P. W. A.—seemed to offer a more abundant life to the poor forgotten fish. At such times he gorged voraciously, caring not who chummed the waters, or why, or who was going to pay for the chum or how. Whenever



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Richmond, Virginia
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President, Lawyers Title Insurance Corporation*

the chum was abundant, he just knew it was planned that way, and nobody could tell him different. But the intervals between chum became harder and more desperate. The magic abracadabra of political panaceas as a substitute for the operation of economic laws, didn't seem to click, except under the stimulus of chum and more chum. Something just wouldn't balance, and the more it got unbalanced, the more violently the water sloshed around, and the harder it became for the poor fish to get set any place where he could get good pickings regularly.

I am not going to bore you with the tribulations of our poor fish throughout the period of the depression. The first few million years are always the hardest. Suffice to say that the fish learned to eat what he could get, when he could get it—and like it! He learned

to live in the mud—and like it. When the water dried up so he couldn't breathe through his gills, he developed lungs, so as to live on what he could get—and emerged—a Ganoid.

Through disasters, emergencies and hardships, by survival of the fittest and adaptation to environment, a plain fish evolved into a superior form of life, better equipped to meet vicissitudes, the inevitable concomitants of changing conditions.

Once Upon a Time

A long time ago, in the pre-depression era, when the world had a lot of financial crust but very little stability, the man who furnished evidence of title to land was just a plain title man without highfalutin' name. He sported in a carefree manner in fields made green and lush by speculative, pyramiding land values, excessive loans and surplus building programs. He took his pickings joyously, with no thought of the morrow, for a fresh supply of suckers was being spawned every minute. Some of the carefree title men of those joyous days even put frills on the investors' natural folly by guaranteeing mortgages palpably beyond the ability of borrowers to pay, by sanctioning excessive appraisals, by sale of mortgage participation certificates—but why bring all that up? Suffice to say that to the average title man the cycle of real estate activity was a mildly interesting theory. Fundamental underwriting principles, well, he was no addict; he could have 'em or leave 'em alone, as the exigencies of his business or the demands of his customers made expedient. State regulation—sometimes handy to stifle competition, but otherwise a preposterous invasion of private rights. Reserves? Oh, yes, reserves arrive with the wail of police sirens when title men get playful in night clubs.

It was a great life until there came one of the periodic contractions of the world's financial and economic structure, which seemed to be a world upheaval. The title man found himself in a turbid sea of financial wreckage, investors swamped by mortgage foreclosures, market stagnated with distressed real estate, rentals shot to hell, and mortgage money, the oxygen which keeps the title man alive, absolutely cut off.

I won't bore you with the tribulations of the title man throughout the whole period of the depression. Some of you may have heard, indirectly, that it was pretty tough. The first seven years are always the hardest. The title man learned to eat when he could—and like it. He learned to live on hope—and like it. When mortgage money dried up so he couldn't breathe, he developed Gills—Mac and Bill—living on

water and Oklahoma corn, to steer him through the troubled waters.

It is too early to predict the evolution of the title man. May we not hope that through the bitter lessons of the disasters, emergencies and hardships of the depression we are emerging a superior type of title men, more conscious of our obligations to the public we serve, more responsive and adaptable to modern needs for improved service and protection, more imbued with a spirit of alert progressiveness, balanced by sound conservatism and less fettered by hide-bound tradition—more insurance-minded and less dividend-conscious.

Title Losses

It is from such a perspective that I would have you consider the subject of title losses. I deny that the title losses which have been suffered by the title industry have been sufficiently heavy to warrant a study and analysis, animated solely by a desire to obviate their recurrence. I most emphatically deny that title losses have been sufficiently heavy to justify the setting up of additional safeguards which will make the furnishing of title evidence more cumbersome and more expensive. I assert that our approach to the subject of title losses has been frequently fallacious, and, in some instances, almost asinine. I assert that many title losses are properly preventable, not through further restriction of coverage nor through setting up additional cumbersome, expensive safeguards, but by the exercise of intelligence through concerted cooperative efforts.

Irrespective of the correctness of such assertions, I assert that our chief concern should be not with the prevention of title losses, but rather with the increase of title losses through service more responsive and coverage more adequate to present needs arising out of changed conditions. I presume it is unnecessary for a Scotchman to add that rates should be increased equitably commensurate with increased exposure. I assert that our attitude towards title losses, other than those paid by our respective companies, has been characterized by apathy, by indifference and—too often—by inexcusable ignorance. Strong assertions. Unpopular assertions. Can such statements be substantiated? Can they be translated into beneficial media for practical, everyday application? My answer, absolutely sincere, but not very confident, is: "Yes, I hope so." If such statements serve to focus your attention on problems of limited significance to us as individuals but of tremendous significance to the title industry as a whole, then I will feel justified in having incurred your displeasure.

Brethren, let us revert to our text: "As water spilt on the ground which cannot be gathered up again"; no, it may not be gathered up again, but it may serve to awaken life in the dormant seed, to nurture the tender plant and bring it to life-sustaining fruition. Grit-grinders and soil-snufflers from the

dust bowl may say "Amen". The problem is through group intelligence, group effort and group resources, to impound the water in reservoirs and by conduits and irrigation canals, spill it on the ground, to restore life to desert wastes.

Slight Salvage

For the most part, our title losses are spilt on the ground, and for the most part they cannot be gathered up again or salvaged. Such title losses properly analyzed, interpreted and publicized, may serve to awaken thought in the dormant intellect of the nitwit, who wholly devoid of accurate or adequate information, disparages title insurance. Such title losses may serve to nurture the growing recognition of insurance as the safe and sane method of title protection. Such title losses may serve to



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bring to fruition our ideals of title service and protection. The problem is through group intelligence, group efforts, and group resources to impound in reservoirs our information as to title losses, and by statistical and actuarial conduits and advertising channels spill that information on the barren wastes of indifference and ignorance so that title orders may blossom forth.

What do you say when a very important customer asks you what your loss experience has been? Oh yeah, you know what you do—you hesitate, you generalize, and finally you launch into an apologetic, evasive discourse about title insurance being largely a matter of service. True, but why not the whole truth? Because you are afraid. If your losses have been abnormally high, you are afraid that your

important customer will think that your title plant is unreliable, or that your operating personnel is incompetent, or that your underwriting has been unsound, or that your reserves are inadequate for your outstanding insurance liabilities. If your losses have been abnormally low, you are afraid that your important customer will think that your coverage is too restricted, or that he has been paying too much for your product, or that title insurance is a racket. Why are you reluctant or afraid to disclose the whole truth about your product or your business? Because you are conscious that the public has not been educated to an understanding of the fundamental facts of the title insurance business. You are conscious that the facts as to the title losses of your company or any other one company, could not and would not be fairly interpreted in the absence of an adequate understanding of such fundamentals. You are conscious how pitifully few are the conclusions which may be reasonably deduced from the loss experience of a single company. The statistical data gathered by A. T. A. and Dr. Gage has been of tremendous value in advancing consideration of loss ratios and reserves. Except for such data, and except for vague generalities and casual bits of information gleaned at conventions, or through other contacts with our brother title men, how little else do we title men have available. Could life, fire, fidelity, surety or casualty companies have survived and prospered on such meagre information? Can anything be done to remedy this deficiency in the title insurance business? Sure! "The mule ain't blind, he just don't give a damn!"

It Can Be Done

It is within the power of A. T. A. to remedy the deficiency in information which retards the development and general acceptance of title insurance. The problem is solely to awaken sufficient interest to induce group effort supported by group resources. It is the purpose of this talk to seek to awaken interest by demonstrating that a consideration and study of title losses and title claims, aggregating only a million dollars, will afford factual data of great value, not merely for loss reduction, but in obtaining public recognition of certain operating fundamentals and underwriting principles. Just as a Gallup survey must, by balanced selectivity, achieve a representative cross-section of public opinion in order to be reasonably informative and trustworthy, so must there be balanced selectivity in a limited survey of title losses. A local title company may have an extremely favorable loss ratio by reason of expensive and exhaustive title plant facilities or seasoned and experienced personnel, or unduly restricted coverage. Another local title company may have an unfavorable loss ratio for converse reasons. A regional or national title company may have an unfavorable loss ratio by reason of pioneering exposure, or unsound underwriting, or unsound

practices, induced by competitive pressure or customer demand. Another regional or national title company may have a favorable ratio for converse reasons.

Losses

For the purposes of this survey, the title losses of a representative local company, a representative regional or national company, and a representative company doing both local and regional business are used. Claim files were not culled to demonstrate particular types of claims, but taken run-of-the-mine over a period to include good and bad years. The survey was intended to cover an analysis of losses, aggregating a million dollars. Unfortunately, lack of time and funds has prevented the completion of the task. Any attempt to present the results, so right as complete, in statistical form would exhaust your patience and might prove misleading.

However, the following summary may prove interesting without being unduly burdensome.

<i>Nature of Claim</i>	<i>Number of Claims</i>	<i>Amount of Loss</i>
Prior Encumbrance		
Prior Mortgage	87	\$ 71,268.53
Prior Judgment	23	22,287.27
Prior Mechanics' Lien	136	143,375.15
Other Prior Liens	12	2,219.30
Chattel Mortgages and Conditional Bill of Sale	2	87.80
Mineral and Timber Deeds	6	25,724.08
Taxes and Assessments	486	131,016.22
Invalid Instruments		
Homestead	8	6,511.93
Disability of Grantors (Infancy - Insanity)	19	7,118.75
Acknowledgment	10	4,024.40
Forgery	16	19,064.65
Invalid Deeds	6	306.05
Invalid Mortgage	29	9,782.84
Invalid Release	11	710.50
Defect in Title		
Outstanding Interest	34	26,313.15
Dower	8	3,018.00
Wills - Probate	3	250.00
Restrictive Covenant	3	13,088.60
Right of Way	6	488.51
Easements	7	19,879.48
Other Defects	57	19,373.14
Survey		
Encroachment	16	5,831.10
Shortage of Area	38	12,043.68
Defective Description	9	963.55
Usury	23	627.09
Marketability	7	7,056.63
Miscellaneous	40	51,404.43
Conversion of Funds	4	6,027.19
Total	1,107	\$609,862.05

Why and How They Occur

The foregoing summary illustrates the diversity of matters which occasion or result in title losses. It is only by consideration of individual claim files that we obtain factual data, as to underlying sources or causes of title losses, which permit deductions as to prevention of losses, coverage of title policies, and adequacy of premiums. For example, the summary shows 486 claims for Taxes and Assessments resulting in losses of approximately \$130,000.00. An analysis of the claim files shows the real sources or causes of such losses, listed in the order of their importance:

1. Negligence of examining attorney.

2. Defective public records.
3. Improper legislation resulting in inadequate records.
4. Fraudulent or wrongful act.
5. Normal human error.
6. Defects in title plant.

Please bear in mind that this study or survey was undertaken in the spirit of everyday, business practicality, rather than scientific precision. A statistician would turn pale at my casual disregard of mathematical accuracy. An actuary would have convulsions over conclusions deduced from incomplete data, possibly susceptible of different construction. This study was made for my own information and enlightenment. However crude the workmanship, the interpretation of the data and the conclusions reached are offered for whatever they may be worth. Some of the deductions and conclusions merely confirm what most of us already knew or believed:

According to the Times

First: Title losses fluctuate with national prosperity. Defects in titles are

panies coverage as to matters of survey without compensation for such added coverage and without accurate knowledge as to the increase in losses to be anticipated by reason of such increased exposure.

Survey Errors

At a time when title insurance companies operated only in the larger cities, many maintained survey departments and since they were paid for surveys made by their own employees, they properly assumed liability for the accuracy and sufficiency of such surveys. As title insurance was extended over the country, the larger lending institutions, accustomed to survey coverage as an incident of title insurance, desired that title insurance companies should assume liability for survey work done by independent surveyors, not employed by or under the control or direction of the title insurance companies. In meeting this demand we were properly responsive to customer requirements under then current conditions. In failing to insist that such liability be assumed under proper conditions for proper compensation, we demonstrated that we were neither intelligent nor insurance-minded. Some of our customers reward us for our gratuitous assumption of liability by harsh criticism for not also assuming liability for violation of set-back line, encroachments and other defects shown by survey. Our study of title losses leads to the conclusion that title insurance companies may and should assume survey liability under two very simple conditions:

- (a) That the surveyor should be employed by the title company rather than the loan broker or borrower, who is interested only in getting a survey as cheaply as possible rather than in the competency of the surveyor or the sufficiency of his survey.
- (b) The title company should receive, for the liability assumed, fair compensation out of which to set up reserves to meet survey losses.

Mechanic and Materialmen Liens

Fourth: The demands of lending institutions and competitive pressure has forced upon many title companies the assumption of liability for possible unfiled liens of mechanics and materialmen. Fundamentally, such coverage is a matter of suretyship rather than title insurance. I cannot remember a time when Towner Rating Bureau of surety companies have rated this risk at less than \$5.00 per thousand. In our infinite wisdom and with our customary business sagacity we assume this risk for whatever we can get—or for nothing—just to meet competition and please our customers, who frequently reward us with harsh criticism and condemnation because we dare assert under Schedule "B" that a title is subject to some defect just because it is in fact subject to such defect.

Our customers may assert that the loss experience of title companies under

ripened into title losses by the mortgage foreclosures which characterize depressions, but in good times, the mortgagor protects his equity by discharging minor liens. Rights of subrogation and hopes of salvage dwindle and disappear as the value of real estate shrinks below the amount of the mortgage.

Second: The theory that a mortgage policy creates less exposure to the insuring company than an owner's policy and should enjoy a preferential rate, while supported by sound reasons, is not substantiated by the title losses surveyed.

Third: The demands of lending institutions and competitive pressure has forced upon many title insurance com-

the assumption of mechanics' lien liability does not justify a rate comparable to the Towner Rating Bureau rate. True. But why? Because title companies have been forced in self-protection to use legitimate profit earned by other underwriting, to minimize its mechanics' lien losses through verification of payment of bills, lien waivers and other safeguards. Our survey of title losses leads us to the conclusion that title companies may, and properly should, furnish this service and coverage upon the simple condition that they receive the rate, fixed by Towner Rating Bureau, and approved by State Insurance Bureau as fair, or in lieu thereof, receive reasonable compensation for expenses incurred in minimizing this risk, and for exposure to risk.

Let us consider the experience of X Company which collected in addition to its regular title insurance premium, a premium of \$2.50 per thousand for the assumption of mechanics' lien liability, protecting itself as best it could through verification of receipted bills, mechanics' lien waivers, etc. X Company collected \$160,441.61 in premiums and paid out \$123,389.19 in mechanics' lien losses. After deducting out-of-pocket cost and overhead incident to furnishing this special coverage, it seems probable that X Company received approximately \$28,000 for exposing its capital to risks aggregating approximately \$64,000,000.00. But what about the title companies which receive lesser compensation or no compensation for assuming mechanics' lien liability. Why, the lousy racketeers! They ought to pay a bonus for the privilege of assuming the liability.

We come now to sundry deductions and conclusions which are not known to all of us, or, if suspected, have lacked adequate confirmation:

Marketability Insurance

First: Insurance of marketability of title may safely and properly be written for the protection of mortgagees. Loss experience under hundreds of millions of dollars of insurance affording this coverage has been most satisfactory. This element of coverage has always been of much importance to the lending institution, far distant from the properties securing its mortgages. With the growing demand for F. H. A. insured mortgages under the terms of the F. H. A. insurance contract the marketability provision of a title policy has become one of its most vital features. You will note that I refer to mortgage policies. Statistical data has not been available to permit sound conclusions, but I am firmly convinced that in many States owners' policies, insuring marketability should not be issued until the laws of those States have been amended.

Defending Titles

Second: The obligation of the title company to defend at its own cost attacks upon the title insured is shown by our survey to have been the most valuable protection afforded assureds and

the largest single source of title losses. Yet, we have so failed to adequately publicize the value of this coverage and the losses which title companies have sustained by reason thereof, that the average assured has no conception of either. The assured notifies the title company of the assertion of the claim and the title company proceeds to defend the litigation when litigation is involved. The assured, relieved of annoyance, court costs and legal expense, promptly forgets the matter and has no reason to appraise the protection afforded. In common with other forms of insurance, title insurance companies suffer from a steadily increasing num-



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ber of unwarranted attacks and ill-founded claims or "nuisance suits." An analysis of 937 claim files, involving losses aggregating \$346,714, disclosed 377 cases requiring defense of litigation at the expense of the insuring company. A more complete breakdown of 324 cases shows that \$20,890.13 was expended in legal fees and costs on 163 cases.

Defects of the Public Records

Third: Our survey shows defects in the public records as one of the most serious sources of title losses. The offices involved in the keeping of public records affecting land titles are usually political plums to be filled by appointment or election without regard to the qualification of the appointee. The local title company, saved from serious loss by its title plants, regards any deplorable condition of the public records with complacency, feeling that such condition serves to protect against curbstoners and to enhance the value of its

plant and the prestige of its company. I am convinced that much such companies suffer from this source alone losses, which are not title losses, greater than the average title losses from all sources sustained by the average title company. But that is none of my business.

Need for Conservative Practices

Fourth: Unsound competition, resulting in unsound practices and procedure, has been one of the most fruitful sources of title losses, and bids fair to be a more serious source of future losses in localities where shoestring companies are engaged in cut-throat competition, insuring titles known to be defective as a bribe to get the business of unethical loan brokers. The shoestringers have no occasion to worry. They are mopping up and will switch "cats and dogs" for any liquid assets their companies may have and be gone with the wind before the day of reckoning arrives. But it will be another black eye for title insurance which the sound, conservative companies must live down. As a corollary to the above is the pressure exerted by some lending institutions to have title companies engage in unsound practices and procedure to facilitate the acquisition of mortgage loans in a highly competitive market. It seems incredible that a responsible lending institution should sanction, much less encourage, unsoundness on the part of a company to which it looks for protection—but, that's that! So what? Any company which has been under pressure may be interested to know that, so far as I have been able to learn, the only title underwriting resulting in losses more than 100 per cent of the premium income were incurred under such conditions.

Let us consider the experience of Y Company, which consented to an unsound practice under pressure from the lending institution, because such unsound practice would facilitate the acquisition of loans and reduce acquisition cost. The practice, while obviously unsound, did not seem very dangerous, and some competitor might get the business. Approximately \$23,000,000 of insurance was written before the day of reckoning. The losses haven't all been paid yet, but last Spring the amount paid out was 166% of the premium received. I am not at liberty to give you the exact details, but lest you think the Y Company a wildcat outfit, I should say that its loss experience on its local business over a thirty year period was more favorable than the national average.

Title Examinations

Fifth: The principal source of title losses to companies operating under the regional or national plan has been from errors, omissions, negligence or wrongful acts of attorneys on whose examinations of title, the title companies have based their contracts of insurance. The salvage in such cases has been very small due to the difficulty in having suit brought against such attorneys and ob-

taining satisfaction of a judgment if obtained. The number of attorneys involved in such cases is small relatively to the large numbers so employed. This statement must be emphasized and clearly understood in fairness to the great group of competent and experienced title attorneys who render this technical service with the utmost skill, fidelity and integrity, and assume heavy responsibility for rather meagre compensation.

Time does not permit further consideration of many matters of interest and possible value disclosed by the survey. The subject is so broad that it has been impossible to do more than touch upon certain phases and aspects in hopes that your interest may be aroused to the possibilities of a real survey conducted by the American Title Association, by competent persons under conditions which will give to the findings weight and authority, which these sketchy, rambling generalizations lack.

Since I have presumed to offer criticisms of the attitude of the title industry to title losses, it seems fitting that I should attempt to offer constructive recommendations.

Remedial Legislation

First: I recommend that the American Title Association should sponsor, in conjunction with the Real Property Section of the American Bar Association, the Mortgage Bankers Association and governmental lending agencies, a renewed and determined effort to obtain revision of the Mechanics' and Materialmen's Lien laws, in those States where such laws are grossly unfair and unnecessarily burdensome. There is nothing new in this recommendation. The changed attitude of the sub-contractor and materialman, arising out of the prevailing 80% to 90% loans, is new. When we consider how simply, fairly and inexpensively the mechanics' lien problem is handled in some States, it seems criminal that in other States, mortgage investors and title companies should be put in jeopardy by

stupid, selfish, archaic laws. This evil can be eliminated now if we determine to do it.

Second: I recommend that the American Title Association, in conjunction with the same groups should sponsor legislation requiring governmental taxing authorities to furnish for nominal consideration official certificates showing taxes and assessments which constitute liens upon a specific property. If a taxing authority by virtue of its sovereignty, may assert liens superior to all other liens, surely it is not unreasonable that such taxing authority should be required to make a definite and binding statement of the amount which it claims to be due.

Remedial legislation to eradicate these two evils alone would, in many States, reduce title losses by approximately 40%, making it possible for title companies to broaden their coverage to meet every reasonable modern need without any increase in the premium rate.

Maintenance of Records

My third recommendation is that the President of this Association assign to each member title insurance company a key number, known only to the President and the Company; that each Company be requested to furnish on standard sheets, identified only by key number, a summarized report and analysis of its claim files; that such information be delivered to the Executive Secretary; that a competent statistician and actuary be employed to analyze, tabulate and consolidate all such information and make report of his findings to a special committee appointed by the President, which committee shall have exclusive authority to determine the utilization and publicizing of the results of the survey; that each member title insurance company contribute for one year 1/10 of 1% of its gross premium income to defray the cost of the survey and the cost of such publicizing as your committee may deem to be in the best interests of the title insurance business.

There are many other recommendations which might be made, but to attempt too much would mean to accomplish nothing. Some of you may feel that I have been intemperate in my criticisms; that I have exaggerated the importance of title losses and the significance of inadequate information; that I am giving undue and unwise emphasis to the whole situation. If we are to think of title losses as something separate and distinct from the general conditions, which confront the title industry, then I must agree with you.

When, about 1932 and 1933, so many title companies became insolvent by reason of mortgage guarantees, title insurance entered upon a critical period. Since 1933, revolutionary changes have intensified the burden upon the title industry, as upon every other industry to adjust itself to new social, economic and political concepts. The origination and marketing of mortgage loans is being completely revolutionized. The government, through sundry agencies, has become the most important factor in the mortgage loan field. The responsible heads of such Federal agencies, with few exceptions, have maintained a fair, considerate, cooperative attitude toward the membership of this association.

If through the bitter lessons of the depression, we title men have, in fact, become more conscious of our obligations to the public we serve, more responsive to modern needs for improved service and protection, more insurance-minded, let us recognize that the burden is upon this association to see that the title industry remedies its deficiencies and eliminates sources of merited criticism.

Must Police Our Industry

To the extent we fail to discharge our responsibilities we put in jeopardy the future welfare of the title business. I am convinced that we must voluntarily set our house in order, or, in the not distant future, we will do so under pressure. Let's do our own job.

Study of Advantages of an Abstracter Operating His Business as a Partnership Rather Than as a Corporation

JOHN B. BELL

*President, Bell Abstract Company,
Eugene, Oregon*

The idea that the corporation is such a necessary business organization is so universal that usually the business man's first request to his lawyer is that a corporation be formed.

In view of the economic and political developments of recent times it would seem that we might profitably re-examine our prevailing form of business organization, viz: the corporation, to determine whether that form still preserves or retains the advantages which it once possessed; whether it be

desirable to continue its use as the almost exclusive vehicle of our business.

As it is used today the corporation is a modern device. While the partnership is now used to a greater extent than commonly supposed and numerous big businesses are still conducted as partnerships, this vehicle possessed many obvious disadvantages (hereinafter discussed) and in the face of the advan-

tages offered by the corporate form of organization, the partnership came into popular disuse.

William Allen Wood, writing in 1906 said in "Modern Business Corporations":

"The corporate form of business administration offers a uniform, orderly, well defined and systematic plan of procedure a mechanism for the conduct of business that, when properly used, is as superior to the partnership as a modern locomotive

SALARY OF OFFICERS

TAXABLE INCOME OF CORPORATIONS

FEDERAL

STATE

UNDISTRIBUTED PROFITS TAX (2 1/2% over \$25000)

STATE INCOME OR EXCISE TAX (8% with offset for prop. tax)

INCOME TAX - 12 1/2% \$5000-14% next \$15000, 16% next \$5000, 32% bal until tot. is 16% of income

FRANCHISE TAX graduated

SOCIAL SECURITY net 1.3% of payroll up to \$3000 per individual

PERSONAL PROPERTY

EXCESS PROFITS TAX (6% of all over 15% of declared value for portion. Balance at 12%)

UNEMPLOYMENT INS. TAX - 2.7% of entire payroll

FEDERAL CAPITAL STOCK TAX (\$1 per M)

NET INCOME OF CORPORATIONS

DIVIDENDS

SOCIAL SECURITY 1% of Salary

INTANGIBLES 8%

INTANGIBLES 8%

NORMAL TAX graduated SURTAX

NORMAL TAX graduated SURTAX

STOCKHOLDER

STOCKHOLDER

SALARY
OF
PARTNER

TAXABLE INCOME
OF PARTNERSHIP

FEDERAL
SOCIAL SECURITY (FOR
EMPLOYEES) 1.3% of pay-
roll (partners not included)

UNEMPLOYMENT INSUR-
ANCE (2.7% of payroll
partners not included)
(a State tax in Oregon)

STATE
PERSONAL
PROPERTY

DISTRIBUTABLE
INCOME OF
PARTNERSHIP

NORMAL FEDERAL TAX
NORMAL STATE TAX
(graduated)

FEDERAL SURTAX (allow-
ance for earned income)

NORMAL FEDERAL TAX
NORMAL STATE TAX
(graduated)

FEDERAL SURTAX

PARTNER

PARTNER

CORPORATION

Three Stockholders—

1. President 500 shares			
2. Vice-President 300 shares			
3. Secretary-Treasurer 200 shares			
Declared Value Capital Stock	\$150,000.00		
Gross Income	50,000.00		
Expenses other than Salaries	20,000.00		
Net Income before Salaries	30,000.00		
Salaries allowable by Internal Revenue Department:			
President	\$ 7,500.00		
Vice-President	6,000.00		
Secretary-Treasurer	3,000.00		
	\$16,500.00		
Social Security Taxes:			
State Unemployment	\$ 445.50		
Federal Unemployment	49.50		
Federal Old Age Benefits	180.00	\$ 675.00	
	150.00		
Federal Capital Stock Tax		150.00	
State Corporation Excise Tax (Oregon) Income	\$30,000.00		
Less Salaries	\$16,500.00		
Social Security Tax	675.00		
Capital Stock	150.00	17,325.00	
	\$12,675.00		
State Tax—8%	\$ 1,014.00		
Personal Property Tax offset (Est.)	100.00	\$ 914.00	
Federal Income Tax:			
Income (above)	\$12,675.00		
Less State Tax	914.00		
	\$11,761.00		
Tax—12½%	1,470.13	\$1,470.00	
Total Taxes paid by Corporation		\$3,202.00	
President—			
Salary	\$7,500.00		
Less Deductions (Est.)	\$ 500.00		
Personal Exemption	1,500.00		
Credit for Dependents	600.00	2,600.00	
	\$4,900.00		
State Income Tax		\$ 194.00	
Salary—above	\$7,500.00		
Less Deductions	500.00		
	\$7,000.00		
Personal Exemption	\$2,500.00		
Credit for Dependents	800.00		
Earned Income Credit	700.00	4,000.00	
	\$3,000.00		
Federal Income Tax		\$ 120.00	
Total Taxes—President		\$ 314.00	

to a locomotive of fifty years ago. So when large interests are at stake, the corporate form of association is safer and more satisfactory."

Our business seems particularly wedded to this idea. I was unable to find even one company, doing more than a mere "crossroads" business that wasn't a corporation.

The purpose of this paper is to examine the truth of this statement and the soundness of our obvious assumption.

A Corporation

You are all familiar enough with corporations and partnerships to know what they are. Marshall in the Dartmouth College case defined a corporation as

" . . . an artificial being, invisible, intangible and existing only in the contemplation of the law. Being the mere creature of the law, it possesses only those properties which the charter of its creation confers upon it, either expressly or as incidental to its very existence. These are such as are supposed best calculated to effect the object for which it was created. Among the most important are immortality and if the expression may be allowed, individuality, properties by which a perpetual succession of many persons are considered as the same, and may act as a single individual."

Whether this definition will stand scrutiny in the light of modern decisions tending away from the fiction theory of corporations toward the representation theory is a question not under discussion. I might say, however, that the latter theory recognizes a corporation merely as an association of individuals having a common purpose and that while it may be regarded as a legal person for convenience, this fiction must not obscure the actual relationship that exists among the individuals comprising the association. The dissenting opinion of Mr. Justice Black in the recent case of "Connecticut General Life Insurance Co. vs. Johnson" is disturbing not only to foreign corporations but to domestic corporations as well, because he urges the view that corporations are not entitled to the protection of the 14th Amendment to the Constitution. The purpose of mentioning this is to show that the expression of such ideas seems to be further evidence of the tendency to make the corporate form of organization subject to governmental regulation without federal constitutional restraint.

Advantages of a Corporation

Let us turn now to the specific advantages of the corporation which have led to its general adoption as the almost universal business vehicle. Some of these are:

1. Continuous existence or indefinite duration. In most states perpetual life may be granted.
2. Elasticity of capital. Additional shares or bonds can be issued to meet expanding needs.

3. Limited liability of stockholders. Unlike partners and proprietors, stockholders are not liable for the debts of the business.
4. Easy transferability of ownership and control by means of shares.
5. Autonomy—can sue and be sued—contract and own property.
6. Flexibility of management. A small board of directors and the officers possess a unity of control.
7. Stockholders participate in ownership and income without sharing the responsibilities of management.
8. The stock of a shareholder may be used as collateral for a loan.
9. Ability to raise large amounts of capital.
10. To small concerns the prestige that attaches to the word "corporation" or "Incorporated" in the firm name may be desirable.

Let us now consider the disadvantage of the corporation. Some of these are:

1. The increased difficulty of obtaining credit arising from limited liability. It is common practice for creditors to insist upon the personal liability of the principal stockholder.
2. Liability to greater governmental regulation and supervision. Don't be misled by recent magazine articles into thinking Justice Black's idea is new.
3. Operation of a corporation entails more bookkeeping and accounting. More tax returns, minute books, etc.

The Disadvantages

Those disadvantages mentioned above which have to do with increased expenses connected with corporate operation and with restricted credit are obviously handicaps that would apply more strongly to the small corporations. Larger corporations have other characteristic disadvantages which are not applicable to our business and will not be discussed herein.

The largest single disadvantage is in governmental regulation. Let us consider whether or not business is paying too high a price for corporate advantages and is there any way by which those advantages may be secured without paying that price. We will consider only the restrictions placed upon the corporation and not upon the individuals.

1. Statutory restrictions on the purpose and function of the corporation. While modern legislation has liberalized the scope of corporate authority the question of ultra vires is still a problem.
2. The financial affairs of a corporation are also under strict governmental supervision. Nature and amount of capital stock, method of transfer, the right to dispose of its assets, reduce its capital stock or distribute a dividend are subject to restrictive regulation. Often regulations conflict with other regulations and with practical aspects of business. Thus no dividend which will impair the capital of the cor-

CORPORATION

Vice-President (married, 1 child)—

Salary		\$6,000.00	
Less Deductions	\$ 500.00		
Personal exemption	1,500.00		
Credit for Dependents	300.00	2,300.00	
		<hr/>	
		\$3,700.00	
State Income Tax			\$ 125.00
Salary		\$6,000.00	
Less Deductions		500.00	
		<hr/>	
		\$5,500.00	
Personal Exemption	\$2,500.00		
Credit for Dependents	400.00		
Earned Income Credit	550.00	\$3,450.00	
		<hr/>	
		\$2,050.00	
Federal Income Tax			\$ 82.00
			<hr/>
			\$ 207.00

Secretary-Treasurer

(Married, no dependents)—

Salary		\$3,000.00	
Less Deductions	\$ 250.00		
Personal Exemption	1,500.00	1,750.00	
		<hr/>	
		\$1,250.00	
State Income Tax			\$ 27.50
Salary		\$3,000.00	
Less Deductions		250.00	
		<hr/>	
		\$2,750.00	
Personal Exemption	\$2,500.00		
Earned Income Credit	275.00	\$2,775.00	
		<hr/>	
		None	
Federal Income Tax			None
			<hr/>
			\$ 27.50

SUMMARY UNDER CORPORATE SET-UP

Corporation:

Social Security Taxes	\$ 675.00	
Federal Capital Stock Tax	150.00	
State Corporation Excise Tax	914.00	
Federal Income Tax	1,470.00	\$3,209.00
		<hr/>

President:

State Income Tax	\$ 194.00	
Federal Income Tax	120.00	314.00
		<hr/>

Vice-President:

State Income Tax	\$ 125.00	
Federal Income Tax	82.00	207.00
		<hr/>

Secretary-Treasurer:

State Income Tax		27.50
		<hr/>

Total Under Corporate Set-up		\$3,757.50
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PARTNERSHIP

One Partner—50%			
One Partner—30%			
One Partner—20%			
Gross Income		\$50,000.00	
Expenses		20,000.00	
Partners' Distributable Shares		\$30,000.00	
First Partner:			
50% of Income		\$15,000.00	
Less Deductions	\$1,500.00		
Personal Exemption	1,500.00		
Credit for Dependents	600.00	3,600.00	
		\$11,400.00	
State Income Tax		\$15,000.00	\$ 648.00
50% of Income		1,300.00	
Less Deductions		\$13,700.00	
Federal Income Tax			732.00
			\$1,380.00
Second Partner:			
30% of Income		\$9,000.00	
Less Deductions	\$ 750.00		
Personal Exemption	1,500.00		
Credit for Dependents	300.00	2,550.00	
		\$6,450.00	
State Income Tax		\$9,000.00	\$ 301.50
30% of Income		750.00	
Less Deductions		\$8,250.00	
Personal Exemption	\$2,500.00		
Credit for Dependents	400.00	2,900.00	
		\$5,350.00	
Earned Income Credit		300.00	
		\$5,050.00	
Federal Income Tax			\$ 229.00
			\$ 530.50
Third Partner:			
20% of Income		\$6,000.00	
Less Deductions	\$ 350.00		
Personal Exemptions	1,500.00	1,850.00	
		\$4,150.00	
State Income Tax		\$6,000.00	\$ 149.00
20% of Income		350.00	
Less Deductions		\$5,650.00	
Personal Exemption		2,500.00	
		\$3,150.00	
Earned income		300.00	
		\$2,850.00	
Federal Income Tax			\$ 114.00
			\$ 263.00

SUMMARY UNDER PARTNERSHIP SET-UP

First Partner:			
State Income Tax		\$ 648.00	
Federal Income Tax		732.00	\$1,380.00
Second Partner:			
State Income Tax		\$ 301.50	
Federal Income Tax		229.00	530.50
Third Partner:			
State Income Tax		\$ 149.00	
Federal Income Tax		114.00	263.00
			\$2,173.50

- poration may be paid yet Federal Government levies a tax on income not distributed under the undistributed profits tax.
3. Each state has reports which the corporation is required to file with various units of the government.
 4. The prime advantage of corporate structure was that the managers could operate as a board of directors and escape personal liability. Because of abuses legislative restrictions have been created which impose so great a personal responsibility upon directors as practically to destroy this particular advantage. Thus a director who knowingly votes to declare a dividend which impairs the corporation's capital is in some jurisdiction liable both criminally and civilly.
 5. More serious problems which do not affect us arise when the business is done in more than one state.
 6. Now pending in Congress is a Federal Corporate Licensing Bill which would change many features of corporations engaged in commerce.
 7. Doubtless the most serious disadvantage to the corporate form of business organization is the ever increasing tax burden placed discriminately upon the corporation.

Comparisons

While there is appended hereto a comparative tax study (based on the situation existing in Oregon) any slight change in the supposed facts changes the results so materially as to render comparison ineffectual. The problem is best illustrated graphically and because the common method small, closely controlled corporations have adopted to limit corporate taxes is to draw off earnings via officers' salaries, these salaries are included in the graph. It is noteworthy that the Federal Government has adopted a program of beating down these salaries to levels paid in businesses where there is absolute freedom of competition for managerial services and while the act provides that salaries shall be reasonable the revenue agents assume as reasonable the lowest paid in the industry and shift the burden of disproving to the taxpayer.

Any discussion of whether or not the form of tax levied on corporations and unincorporated concerns should be the same or whether the tax burden on corporations should be heavier is entirely beyond the scope of this paper. We must necessarily discuss the problem as it exists now. The New York state commission for revision of tax laws reviewed this problem in detail and has observed that since the benefits of incorporation are open to all for the payment of a small fee there could be little or no special advantage, and for whatever advantage there might be recommended a tax differential of 1%.

Other Means

There are other methods of conducting business than either corporations or the general partnerships. Among others are the business or Massachusetts Trust and limited partnerships.

Both of these types of organizations are, however, taxed in the same manner as a corporation, so the principal objection to doing business as a corporation is common to these two forms of organization. An elimination of these as feasible forms of business organization leaves as an alternative for collective action only the general partnership with whatever modern modifications have been or can be grafted upon it. In a measure the general partnership affords relief from the burden of corporate taxes, at the same time throwing a heavier tax burden upon the individual partners because all of the profits of the partnership are assessed against the individual partners. Where this throws the partners' income into the higher income brackets the increase may nullify any savings on the corporate tax. It was formerly common practice to avoid this by the organization of personal holding companies or trusts, both of which are now taxed specially. Moreover the undistributed profits tax as originally enacted and in principal retained in the 1936 revenue act would seem to force the distribution of even corporate earnings. Where by reason of a limited number of ownership interests and a close unity of control the dissolution of a corporation and the conduct of the title business as a partnership is possible by all odds the greatest objection is that of unlimited personal liability. Some state laws permit both general and special partnerships under which organization the general partners assume unlimited personal liability and the special partners are liable only to the extent of their investment. Reference must be had to local statutes in each case to deciding whether or not this form of organization is feasible.

Tort liability may be eliminated as a practical matter by adopting the general practice of carrying insurance to guard the business against all tort liability.

The only other liability against which a title man must guard is founded on contract and arises from the daily operation of his business in preparing abstracts and title reports for his customers. This contingency is really not as dangerous as most of us think. I know of only one company which has gone bankrupt by virtue of errors made in its title business and that involved dishonesty on the part of the corporate officers, against which no form of business enterprise is proof. We have all been in business long enough to have built a definite loss experience which should be as predictable and in the same manner as the losses of fire and life insurance companies which stake their very existence on the accuracy of their experience tables. Like fire and life insurance companies, most of us as corporations maintain reserves against these contingencies.

Moreover many title businesses are to the writer's knowledge being conducted as for practical purposes the sole asset of the owners. Under these circum-

stances it would make little difference whether the business is incorporated or operated individually or as a partnership. In case of serious error the owners are bankrupt in either case.

There is, however, the possibility of limiting the rights of creditors and other contracting persons to recourse out of the funds used in the business. The authorities seem fairly clear that this may be done in the case of business trusts. If this is true there seems to be nothing to prevent the application of this principal to the case of a general partnership. I have been able to find few authorities aside from the textbooks because this practice is apparently not widely followed. However, what authority there is seems to indicate that this may be done. Story on



JOHN W. DOZIER
Topeka, Kansas

*Acting Chairman, Abstracters Section,
American Title Association
Secretary, Columbian Abstract Co.*

partnership, Chap. VIII, Sec. 164, states the rule as follows:

"There is certainly nothing illegal in a creditor's agreeing to such a limited responsibility, as a qualification or condition of his contract. . . . But a qualification agreement of this nature must be proved and is never presumed without some reasonable proof thereof."

Professor Warren states his conclusions as follows:

"A petitioner is liable upon every partnership liability to the last penny of his fortune, unless there has been an effective agreement with the partnership creditor to the contrary. . . ."

"We see from these authorities that all the judges have agreed that, as a general rule, if there is in the contract between the partnership and

a stranger, an express and explicit agreement that the liability of the partners shall be limited, effect will be given to such agreement."

Because it is common practice to require the individual liability of the principal officers and stockholders of a small corporation or any substantial corporate debt it is doubtful if any substantial business handicap would result from the limitation of the partners' liability to the business assets, and thus the corporate benefit of limited liability might be secured without the corporate disadvantages. Whether or not this provision should be made in the certificate of the abstract or as a condition of the order, the writer is not prepared to answer. This question should be worked out by local counsel with full knowledge of local conditions.

Establishing Continuity

Because the death of one of the partners dissolves the partnership, some provision must be made to secure continuity. This may be done by business life insurance which provides funds for the liquidation of the partner's share without liquidation of the business.

From the foregoing propositions it would seem that the following conclusions may be fairly drawn.

1. That the corporation has been subject to such discriminate taxation and regulation as to make the corporate form of business enterprise so expensive that its disadvantages may equal if not outweigh the advantages.

2. Business trust furnishes no relief from taxation.

3. General partnership with special or limited partnership (if permitted under state law) may be advantageously used because it seems to free from the burden of corporate tax, and can be arranged to enjoy the corporate benefit of limited liability and continuous operation by the use of incidental safeguards as contracts to limit personal liability, insurance against tort liability and business life insurance to cushion the effect of dissolution.

If any of my hearers should be moved to change their particular form of business organization by reason of anything I have said I must urge that such change be made only after advice of competent counsel. The legal problems of dissolution of the corporation are not simple. The problems of accounting are many and dangerous. The liability of incurring a capital gains tax upon the dissolution of a corporation and the disbursement of its assets to the shareholders is alone enough to justify the expense connected with the retention of the best tax expert in your district. If it be found, however, that your business can be conducted without the necessity of the corporate structure for the time being, at least considerable money can be saved in taxes. It might be wise to write down the capital stock of the corporation and keep it alive, though dormant, so that it will be there ready to use if the present discrimination against corporations is ever relaxed.

A Past President Speaks

DR. GEORGE F. VAUGHN

*School of Law, University of Arkansas,
Fayetteville, Ark.*

I have been highly entertained at this meeting by observing the progress made by the association. It was in 1909 that I attended my first meeting. It was the second meeting of the association. I attended regularly from then on for seven or eight years until I got into the tax business, but I never lost my interest in the title business.

Educational Work

I heartily endorse the acts of the meeting here a while ago in approving the project of an educational campaign consisting of little booklets and other items. I haven't seen the book, but I am sure that it is a wonderful pamphlet and will go a long way toward educating the public. I have in my hand a similar booklet that was copyrighted in 1912 so the idea is not altogether new. I quote from the language of this book; Mr. Hunt may be here; it states on the fly-leaf:

"A good man does not always mean a good title. An honest man may have a bad title through no fault of his own, on the other hand a man without a penny whose warranty is therefore worthless may convey a perfect title. We search the title, not the man."

Could anything be more compact? Further in the book I read another passage which says how far should your search extend. Abraham Lincoln was once asked how long a man's legs ought to be, it seems there was a tall man and a short man passing along and two drunks commenting on it and came to the conclusion they were both out of proportion and they asked Abe how long a man's legs ought to be. He replied they ought to be long enough to reach from the body to the ground.

Now how far back should your abstracting, applying the same language, go? We unhesitatingly advise if you are going to look up the conditions of your title you had better search back to Uncle Sam. One link short and you stand in mid-air, for the patent is the foundation, the root of the title. As the book says, "Make sure of your title from the ground up."

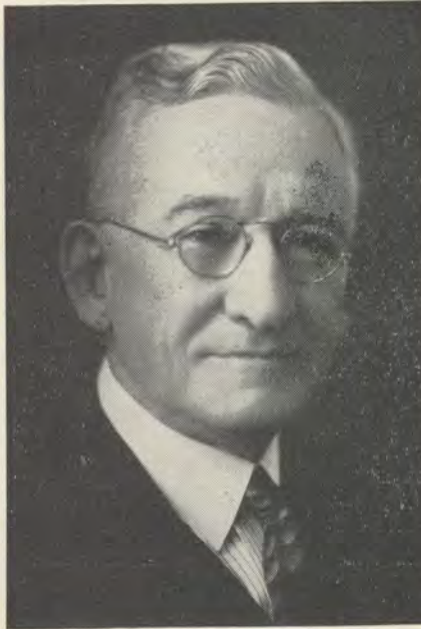
To further illustrate the importance of the examination of a title in America—it was said yesterday to consist of three distinct parts, the first work done by an abstractor in compiling the abstract, second one done by the attorney who examines the abstract and a third, a task often required, by the attorney who does the curative work called for by the first attorney's opinion. So the legal aspect is predominant.

I am speaking before a body, with many members of the Oklahoma Association in this audience. I am proud to wear on the lapel of my coat my name plus the address "Oklahoma

City." I don't know who drew up the card. They didn't put the correct address but I can say I am in fact an honorary member of the Oklahoma Title Association, having been promoted to that position through the kindness, consideration and deep interest of a loyal and lamented friend, Marcus Brewer. (Applause). I am glad to be a member of this association.

Curative

For a few moments I want to speak to you upon the work of doing the curative work in connection with titles.



GEORGE F. VAUGHAN
Fayetteville, Arkansas
*Professor of Law, University of
Arkansas*

Very many titles are investigated and the abstractor produces his documents with a reproduction of what he finds in the record. Good or bad he has to show it, as has already been said. Frequently clients are disappointed when they pay for an abstract and the abstract shows a bad title.

That reminds me of a story on a friend of mine. Harry was getting into considerable prominence at Gulfport and his wife suggested that he have his picture taken to put in the paper. They went to a gallery in that town and the individual took several exposures and said, "If you will come back tomorrow I will show you the proofs." When the photographer displayed the proofs he said, "Now, here are the proofs of the picture." His wife looked

at them and said, "I don't like any of them. What is the matter? My husband looks like a baboon." "Madam," said the photographer, "You ought to have thought of that before you had his picture taken."

The work of curing titles is brought about because the title is either unsatisfactory as found on the record or it is questionable, or there is something the matter. The abstractor submits it in its present condition to the lawyer to examine it; he sets out these errors or irregularities in the form of paragraphs he calls objections. These objections and requirements may not be identical because the number of objections and requirements vary according to the particular attorney who examined the characteristics as to whether he is technical, meticulous or can or will ignore trivial matters as unimportant, and will call attention to serious defects.

Once I was talking to a lady who was a Catholic. She explained confession for two kinds of sin—venial sin and mortal. That is the way titles are. Errors are important or unimportant. Take the important kind. When they are presented, the lawyer will look down his long line of requirements and he will see there a number that are captious and of no value, but he won't make an argument; he will do the best he can with the title as shown, and make his report. It will be turned over to the attorney for the vendor, the seller, whose business it is to see if he can patch up or doctor that title so he can remove the objections or get it in shape so the other attorney will accept the title.

The number of ways in which this doctoring can be done are as numerous as the ways in which people suffering from the ills of body can be cured. They sometimes have to go to the hospital. The hospital treatment we will compare that with the treatment of court proceeding required. Sometimes we have a suit to cure a defect in title, to cancel it or remove a cloud on the title; we sometimes call that proceeding confirmation decree.

Many abstractors from Arkansas and elsewhere will recognize this as an incident or action not always necessary.

Making Titles Marketable

A conscientious lawyer must do what he can to cure this title to put it in shape so it will be marketable. He may accomplish that by means of affidavit, by means of requiring a release, where it is unnecessary or helpful to go through all those things, but there are limits to the efficacy of roots and herbs applied to sick titles. Sometimes you get the title in a bigger mess than at first and so there must be cooperation, intelligent cooperation between the abstractor, the examining attorney and

the attorney who is working out the requirements and further than that, that cooperation must be fair and generous. The work of each one has its place. Who and what is the abstractor? He is the forerunner. He is the man who examines the sources of all your assurance of title, viz: the public record. The examining attorney, (you might call him an auditor, although I don't like that word, because he doesn't correct what the abstractor has done), draws legal conclusions and it is not his fault if the abstractor has left out something. He is in a way what a criminal lawyer would call an accessory after the fact, and he will sometimes call up the abstractor and get a little further information. He is really the conservative physician or surgeon.

It has been said that there is one thing that the Good Almighty can't do and that is to make a three year old mule in a minute, and so some abstracts are in such shape that there can't be an instantaneous cure for them. Some of you don't realize that even when the Courts take a hand and pass a judicial decree designed to confirm or quiet title that it is not always final. Some of those decrees are delayed before they become operative for different periods and of course if a minor is involved it may be indefinite.

The curative work of an abstractor is every bit as important as the examining work.

In the first instance, and sometimes by special employment, the curative work is done by the same attorney as made the requirements. It is a bad idea

in my opinion, but if a definite contract is made by both parties who sometimes reside in the same city it may be all right. I daresay the gentleman from Nowata has a reputation of knowing titles and a lot of people would naturally ask him whether a title is good. That is all right when you have it combined in the two.

Costs

It seems always that we should consider the cost of abstracts if we want good results. The result is a marketable title and that is what we are after. If that calls for additional showings in the abstract that costs 75 cents additional, or \$1.00 apiece, the public oughtn't to begrudge that because that is essential.

The story is told of a citizen in my City, called Bish. He was calling on a friend who was very close himself; they were chatting of old times and the host suddenly blew out the light. Bish said, "Mish, what did you do that for?" Mish said, "Why, we don't need the light when we are just talking, de we?" In a little while the host heard his guest shuffling around. "What are you doing, Bish?" "I am taking off my pants, what's the use of wearing them out when we are sitting in the dark?"

I think at a meeting like this when we all come here with a certain stock of knowledge and we go back we think possibly the stock is improved, but if we can have a little fun it serves to show we belong to one great fraternity and we can gradually harmonize our efforts so as to work together. We belong to an integral organization. I

represent at present the post-graduate course, since I am a lawyer, a title man and now I am teaching law in the University of Arkansas.

Course in Land Titles

I daresay I don't know of any other University giving a course in land titles. Of course, you have conveyances and vendors purchase and real estate law, but I go further and teach land titles. The work from one of our books consists of one hundred and one leading cases in Arkansas, illustrating phases of land title law. That consists of this unit. There are three units in this course. The second unit consists of every bit of written law that affects land titles, carefully chosen and consolidated in one book with references to one or more cases after each item. This third is what we call the mechanics of abstracting for title business. That goes into the method of showing title, and the method of interpreting title; also curative work if necessary by forms and specimens.

I am as enthusiastic as ever about title business. I felt very proud to be able to request of the president of the University authority to attend this meeting because I think we all have something to learn. I have learned a lot of things about this advertising work and, as I told you earlier, I used to have a line of that myself. I feel we have got to conform and it may be we have to give up some of our set ways. "But there is no use talking of what you do, as the folks of fashion do, you are bound to put on airs." (Last quotation was sung) (Applause).

Increasing Membership and Interest in a State Title Association

ARTHUR F. STEHLING

*Vice-President, Texas Title Association;
President, Stehling Abstract Company,
Fredericksburg, Texas*

A Few Years Back

There is this advantage to my position: Not long ago I looked upon my title association from the impartial standpoint of an outsider. My views were not warped with undue enthusiasm or obligation to association affiliation. Nor were they flattened by "association fatigue." My attitude then was that of an interested bystander—a most advantageous position to hold in analyzing title association activities. That was the position I held back in 1937 when a friend of mine urged that I attend the Texas Title Association convention in Dallas. As a non-member I attended that convention and was present at a meeting of title men who were bemoaning their inability to pass

Somewhere it is written, though I have never read it, that the speaker who came to address them knew less of the subject than his audience. That is true in the present instance and surely it has happened before. Your speaker is a small town abstractor who had no more than sixty-five hundred dollars invested in the title business, who makes his living primarily from the practice of law, and who, up until less than two years ago, was not a member of any title association.

To those of you who have hundreds of thousands of dollars invested in the title business and to those who have managed association affairs, state and national, for decades, it must appear singular that I should be chosen to address you on the subject: "Increasing Membership and Interest in a State Title Association."

a favorable abstractor's bill. All of the men at that meeting were prominent title men. Between them they had investments in the title business amounting to millions of dollars. Their business and investments, theoretically speaking, might well depend on the kind of legislation that would be passed. Some Legislators were opposed to this abstractor's bill because they were of the opinion that some one was trying to monopolize the title business in Texas. That idea was traceable to the rural and urban self-styled "abstractor" but better known to us as the "curbstoner." The curbstoners were the ones who would have been put out of business by this kind of legislation and they were maliciously using the monopoly idea to their good advantage in order to gain the support of the legitimate abstractors which was neces-

sary to resist this legislation. The smaller, but well qualified abstracters, unknowingly support them and subsequently opposed any legislation concerning the abstracting business. Unless one made a study of it, he could not realize how prevalent this monopoly argument was among the smaller abstracters. After he has studied the proposed legislation, the monopoly idea, of course, becomes ridiculous to the qualified abstracter. On the contrary, the abstracter's bill under discussion at Dallas would not only have eliminated the curbstoner, but would have placed the well equipped abstracter, large or small, in a better position. It would have eliminated unworthy competition and protected the public against unreliable title service.

To Hold Interest

You want to know what creates interest in a title association: My friends, it was this abstracter's bill that created my interest in the association, and subsequently caused me to join the Texas Title Association. I saw in it an earnest desire of an organization to protect my business. If you will pardon the personal reference, I will make this more clear to you. In the county in which my business is located we have a population of 11,020. One directory of Texas abstracters lists six abstracters as doing business in my county. This same directory also lists six abstracters in Bexar County, which has a population of over 300,000. These figures are not cited for unfair comparison. The same directory lists six abstracters as doing business in Mason County, a neighboring county with a population of 5,511. Many similar comparisons could be cited. Do you wonder why a small town abstracter would join the title association and give his wholehearted support to legislation which would eliminate curbstoners and protect his business. In my county only one abstracter even claims to have a plant. As far as I am concerned, if these abstracter's bills create monopolies, let's pass the bills and create the monopolies rather than have prevalent a situation whereby anyone may be an abstracter whether he has equipment or not or whether or not he is qualified.

What I have said may not apply to your state. It does in Texas. In Texas we have statutes prescribing the qualifications and licensing of practically every kind of professional man. Doctors, lawyers, pharmacists, dentists, optometrists, engineers, electricians and practically all of the others have licensing laws. Even the barbers and beauty parlor operators must now have licenses. There is no law licensing, or even in any manner prescribing the qualifications of an abstracter or stating what equipment he must have. Any hobo can sign an abstracter's certificate in Texas and the money lending agencies, if they follow their past practice, will accept his abstract as readily as that of the most competent and best equipped abstracter and so will the title examining attorney.

If your association will support favorable legislation it will need nothing else to promote interest and secure new memberships. The new member will be only too glad to pay his membership fees for protection against the gang of curbstoners. He will be glad to receive the recognition that his membership brings him. He will be glad to receive the business that his fellow members in the other counties will send him. He will be proud to hang in his waiting room the membership certificates of the American and State title associations. He will attend your conventions and will cause his legislator to support favorable title legislation. He will thank you for having asked him to join the title association.

In Texas

Many of our members presume that most of the non-members are rural ab-



ARTHUR F. STEHLING

Fredericksburg, Texas
Vice-President, Texas Title Association
President, Stehling Abstract Co.

stracters, but that is not entirely true, at least not in Texas. There are 254 counties in the State of Texas of which just half, 127, are represented by membership in our association. Of the 127 counties not represented, several of them have a population in excess of 50,000 each, about 25 of them have a population in excess of 30,000 each. In east Texas alone there are 18 counties with an average population well in excess of 30,000 that do not show a single membership in our association. Contrast those facts with these: One county in Texas has a population of 195 persons; it is the smallest in point of population in the state, but it is represented by membership in the association. The smallest county in the state in point of area has a membership in the association. Another county with a

population of 736 has a member in the association; another with a population of 1,900 has two members in the association. These are representative figures and they should disprove the belief that the rural abstracters show less interest in title association affairs. It should also prove that so far as we are concerned, there are fertile fields remaining in which we should increase our membership.

There are many of our members who are afflicted with "association fatigue." Some of them have worked long and hard at association problems, have given up hope and even discontinued their membership; others are still paying their dues hoping that something will happen to awaken their interest, while others are paying their dues merely as a gesture of loyalty to their association. In order for our title associations to operate with a full measure of benefit it will be necessary that the interest of this class of abstracter be awakened. In most cases it will be more difficult to do that than to secure a new membership.

My Personal Experiences

Speaking of securing new memberships, I have already told you that I know nothing about that but I do know what my personal experiences have been in securing new members and I will tell you about them. About two months ago I started out on a crusade to get six new members that I had promised my association I would get at the last title convention. One abstracter in a county adjoining mine is a good friend of mine. He is willing to accept my word for most anything. I wrote him a letter and told him to join the association so that we might unite our efforts in promoting the interests of the title business. With the letter I enclosed an application blank. By return mail I received the signed application blank together with the check for the state and national membership fees. He has been an enthusiastic member ever since.

The next abstracter I wrote to was not such a good friend of mine, but from time to time I had sent him some business. In the letter to him I merely suggested that he join and he did so, perhaps, as a favor to me but he has told me that he is glad that he did and he is a good member.

The next abstracter I wrote a letter to was not a personal friend of mine, nor had I ever sent him any business, but it so happened that I had examined a number of his abstracts for a client of mine, and it appeared likely that there would be other examinations in the future. It was quite natural that this particular abstracter was anxious to convince me that he had the proper equipment and was well qualified. He invited me to his office so that I might inspect his plant to see if he was qualified for membership in the association and when he was told that he was qualified he joined immediately.

I wrote three others letters in all

and as a result of the six letters, I received six signed application blanks and membership fees.

A Job All Can Do

Those of you who examine abstracts; Why don't you require that those submitting abstracts to you for examination join the title association? If you do not want to require it, suggest it; that is usually all that is necessary.

Those of you who have occasion to place business with the abstracter in

the adjoining county: Why don't you make him reciprocate by doing something for you—have him join your title association.

Regional Associations

Wherever possible, title men should form their own local title associations. If necessary, a number of counties could be combined for that purpose. If that were done, the state association would soon increase its effectiveness. One who would become active in his

local association would become association minded, so to speak. He then wants to broaden his own interest in such matters and he does so. He soon joins the state and national association.

One thing is certain: New interests and new memberships work hand in hand in association work. Increase the interest in your association and you will increase the membership; increase the membership and your interest in the association has already been increased.



Sustaining Fund Contributions—1938

The Executive Secretary of The American Title Association is instructed by the Board of Governors to furnish to all members a list of those who made contributions to the Sustaining Fund of the Association during the year 1938. Such list is given to all members herewith.

The Board of Governors further instructs the Secretary to convey to all of the members shown on this list, word of the deep appreciation and sincere thanks of the Board to those individuals and companies who have so generously helped the Association, its Board of Governors, its officers and committee men and executive staff in maintaining the numerous activities in which the Association has engaged.

ALABAMA		
Land Title Company	Anniston	\$10.00
Etowah Abstract Co., Inc.	Gadsden	10.00
Title Guarantee Loan & Trust Co.	Birmingham	10.00
Title Insurance Company	Mobile	10.00

ARIZONA		
Apache Abstract Company	St. Johns	5.00
Arizona Title Guarantee & Trust Co.	Phoenix	25.00
Phoenix Title & Trust Company	Phoenix	25.00
Tucson Title Insurance Company	Tucson	10.00

ARKANSAS		
O. M. Young & Company	Stuttgart	5.00
Joe B. Lucy	Arkadelphia	4.00
Harry W. Bryan	Van Buren	5.00
W. A. Moffett	Monticello	2.00
Miles D. Kinkead	Hot Springs	5.00
Greene County Abstract Company	Paragould	5.00
J. Elmo Young	Malvern	2.00
McKenzie Abstract & Realty Company	Prescott	2.00
Augusta Title Company	Augusta	5.00

CALIFORNIA		
Alameda County East Bay Title Ins. Co.	Oakland	50.00
Oakland Title Insurance & Guaranty Co.	Oakland	75.00
Oroville Title Co.	Oroville	5.00
Colusa County Title Company	Colusa	7.50
Contra Costa County Title Company	Martinez	12.50
Richmond-Martinez Abstract & Title Co.	Martinez	10.00
Inter-County Title Company	Placerville	5.00
Glenn County Title Company	Willows	5.00
Bakersfield Abstract Company	Bakersfield	35.00

Realty Tax & Service Company	Los Angeles	50.00
National Title Insurance Company	Los Angeles	25.00
Security Title Ins. & Guarantee Co.	Los Angeles	100.00
Title Guarantee and Trust Company	Los Angeles	200.00
Title Insurance and Trust Company	Los Angeles	250.00
San Rafael Land Title Company	San Rafael	12.00
Marin County Abstract Co.	San Rafael	10.00
Mendocino County Title Co.	Ukiah	10.00
Simonson-Harrell Abstract Company	Merced	10.00
Modoc County Title Company	Alturas	10.00
Monterey County Title & Abstract Co.	Salinas	10.00
Napa County Title Company	Napa	14.50
Abstract & Title Insurance Co.	Santa Ana	50.00
Orange County Title Company	Santa Ana	60.00
Placer County Title Company	Auburn	7.50
Plumas County Abstract Company	Quincy	5.00
Riverside Title Company	Riverside	20.00
Capital City Title Company	Sacramento	10.00
Fidelity Title Insurance Company	Sacramento	20.00
Sacramento Abstract & Title Company	Sacramento	35.00
San Benito Title Guarantee Company	Hollister	5.00
Pioneer Title Insurance and Trust Co.	San Bernardino	35.00
San Jose Abstract & Title Insurance Co.	San Jose	50.00
California Pacific Title Company	Santa Cruz	7.00
City Title Insurance Company	San Francisco	55.00
Santa Cruz County Title Company	Santa Cruz	2.50
Union Title Insurance Company	San Diego	50.00
Southern Title & Trust Company	San Diego	20.00
California Pacific Title & Trust Co.	San Francisco	175.00
Northern Counties Title Insurance Co.	San Francisco	65.00
Title Insurance and Guaranty Co.	San Francisco	175.00
Stockton Abstract & Title Co.	Stockton	7.00
San Mateo County Title Co.	Redwood City	25.00

Shasta County Title Company	Redding	25.00
Title Guaranty Company of Solano County	Fairfield	5.00
Solano County Title Company	Fairfield	10.00
Sonoma County Land Title Co.	Santa Rosa	12.50
The Sonoma County Abstract Bureau	Santa Rosa	5.00
Stanislaus County Title Company	Modesto	5.00
Sutter County Title Company	Yuba City	5.00
Yuba County Title Company	Red Bluff	10.00
Abstract & Title Guaranty Co.	Visalia	5.00
Tulare County Abstract Company	Visalia	10.00
Sonora Abstract & Title Company	Sonora	5.00
Southern California Title Company	Ventura	13.75
Yolo County Title Abstract Company	Woodland	7.50

COLORADO

The Alamosa Abstract Company	Alamosa	3.00
Arapahoe County Abst. Company	Littleton	60.00
Menke Abstract Company	Conejos	5.00
The Title Guaranty Company	Denver	50.00
The Landon Abstract Company	Denver	25.00
The Record Abstract Company	Denver	50.00
The Douglas County Abstract Co.	Castle Rock	2.00
The Security Abstract & Title Company	Colorado Springs	25.00
The Lick Abstract & Investment Co.	Walsenburg	6.00
The Jefferson County Abstract, Real Estate and Investment Co.	Golden	15.00
Platte Valley Title & Mortgage Company	Sterling	5.00
Montrose County Abstract Company	Montrose	5.00
The Guaranty Abstract Company	LaMar	4.00
The Rio Grande Abstract Company	DelNorte	5.00
The Zimmerman Abstract & Title Co.	Steamboat Springs	8.00
Washington County Abstract Office	Akron	5.00
The Weld County Abstract & Inv. Co.	Greeby	16.00
Yuma County Abstract Company	Wray	10.00

FLORIDA

Alachua County Abstract Company	Gainesville	5.00
Bay County Land & Abstract Company	Panama City	5.00
Broward Abstract Corporation	Fort Lauderdale	5.00
Lauderdale Abstract & Guaranty Title Co.	Fort Lauderdale	10.00
Dade-Commonwealth Title Company	Miami	5.00
Florida Title Company	Miami	5.00
Land Title Company	Miami	15.00
National Title Insurance Company	Miami	50.00
Miami Title & Abstract Company	Miami	5.00
Title & Trust Company of Florida	Jacksonville	5.00
Title Guaranty Company	Pensacola	9.00
Flagler County Abstract Company	Bunnell	5.00
Glades Title Organization	Moore Haven	2.00
Guaranty Title Company	Tampa	10.00
Tampa Abstract & Title Insurance Co.	Tampa	5.00
Florida Land Title & Trust Company	Mariana	5.00
United Abstract & Title Insurance Co.	Bradenton	5.00
First Title Guaranty & Abstract Co.	Key West	5.00
Fidelity Title & Guaranty Company	Orlando	15.00
Osceola Guaranty Title Co.	Kissimmee	5.00
Atlantic Title Co.	West Palm Beach	25.00
Security Abstract & Insurance Co.	West Palm Beach	10.00
Pasco County Abstract Company	Dade City	5.00
West Coast Title Company	St. Petersburg	5.00
Florida Southern Abstract & Title Co.	Winter Haven	5.00
Polk County Abstract Company	Bartow	5.00
The Abstract Corporation	Deland	5.00

GEORGIA

Atlanta Title & Trust Company	Atlanta	50.00
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IDAHO

Benewah County Abstract Company	St. Maries	5.00
Bingham Title & Trust Company	Blackfoot	10.00
The Joseph W. Fuld Agency	Hailey	5.00
Camas Abstract Company	Fairfield	5.00
Fremont Abstract Company	St. Anthony	5.00
Rigby Abstract Company	Rigby	2.00
Jerome Abstract & Title Company	Jerome	5.00
Panhandle Abstract Company	Coeur d' Alene	5.00
Latah County Title Company	Moscow	5.00
Rupert Abstract Company	Rupert	5.00
North Idaho Title Company	Lewiston	5.00

ILLINOIS

Illinois Title Association	Woodstock	100.00
Fred Hall	Belvidere	5.00
The Boone County Abstract Company	Belvidere	5.00
Champaign County Abstract Company	Champaign	10.00
Taylor Abstract Company	Taylorville	10.00
Bennett & Adams	Charleston	5.00
Chicago Title & Trust Company	Chicago	500.00
Associated Abstract Company	Champaign	10.00
The Taylor Abstract Company	Clinton	10.00
DuPage Title Company	Wheaton	25.00
Nelson Title Company	Paris	10.00
Burtschi Bros. & Company	Vandalia	10.00
Ford County Abstract Company	Paxton	5.00
Iroquois County Title & Trust Co.	Watska	10.00
Jo Daviess County Abstract Company	Galena	5.00
Kane County Title Company	Geneva	25.00
The Kankakee County Title & Trust Co.	Kankakee	10.00
E. J. Tupper Company, Inc.	Galesburg	10.00
Illinois Title Company	Waukegan	25.00
Warner and Warner	Dixon	5.00
Leland Wilson	Ottawa	5.00
Livingston County Abstract Company	Pontiac	10.00
Logan County Title Company	Lincoln	10.00
Madison County Abstract & Title Co.	Edwardsville	25.00
D. W. Larimer	Salem	5.00
D. L. Bennett	Petersburg	6.00
Spencer I. Berglund	Aledo	5.00
Montgomery County Abstract Company	Hillsboro	3.00
Morgan County Abstract & Title Co.	Jacksonville	5.00
McHenry County Title Company	Woodstock	25.00
McLean County Abstract Company	Bloomington	25.00
Ogle County Abstract Office	Oregon	10.00
Title & Trust Company	Peoria	25.00

The Pike County Abstract Company	Pittsfield	25.00
Randolph County Abstract Office	Chester	5.00
J. C. Howard	Olney	5.00
Rock Island County Abstract & Title Guaranty Company	Rock Island	15.00
St. Clair Guaranty & Title Co.	Belleville	25.00
The Sangamon County Abstract Company	Springfield	25.00
Stephenson County Abstract Company	Freeport	20.00
Vermilion County Abstract Company	Danville	20.00
H. B. Wilkinson Company	Morrison	10.00
Will County Title Company	Joliet	25.00
Holland-Ferguson Company	Rockford	25.00
Woodford County Abstract & Title Co.	Eureka	5.00

INDIANA

Allen County Abstract Company	Fort Wayne	10.00
Kuhne and Company, Inc.	Fort Wayne	25.00
Greene County Abstract Company	Bloomfield	1.00
Wainwright Abstract Company	Noblesville	5.00
Anderson Abstract Company	Kokomo	8.00
The Jones Abstract Company	Huntington	5.00
Allen E. Hogue	Vincennes	4.00
Kosciusko Abstract & Title Guaranty Co.	Warsaw	5.00
Lake County Title Company	Crown Point	25.00
LaPorte County Abstract Corporation	Michigan City	15.00
L. M. Brown Abstract Company	Indianapolis	50.00
Abstract & Title Corp. of South Bend	South Bend	25.00
Charles T. Stallard	Lafayette	5.00
Wade Abstract Company	Terre Haute	10.00
Citizens Abstract Company	Wabash	2.00
Graves Abstract Company	Monticello	2.00

IOWA

Iowa Title Association		75.00
M. R. McCollom	Greenfield	5.00
George R. Knapp	Vinton	5.00
Black Hawk County Abstract Company	Waterloo	20.00
Kastner Abstract Company	Boone	5.00
Boone County Abstract & Loan Company	Boone	10.00
Cahoon County Abstract Company	Rockwell City	5.00
Mrs. H. M. Finnegan	Carroll	5.00
Carl H. Mather	Tipton	4.00
Security Abstract Company	Mason City	6.00
Hugh H. Shepard	Mason City	10.00
Spencer Loan & Abstract Company	Spencer	5.00
Abstract & Title Guaranty Co.	Union	5.00
Delaware County Abstract Co.	Manchester	10.00
Carlton Abstract Co.	Spirit Lake	5.00
Eisie E. Smith	West Union	6.00
Robinson Brothers	Hampton	10.00
Greene County Abstract Company	Jefferson	2.00
Security Title & Loan Co.	Webster City	3.00
B. F. Davis Abstract Co.	Cresco	5.00
Ida County Abstract Co.	Ida Grove	10.00
Swift & Swift	Marengo	2.00
Security Abstract Co.	Iowa City	5.00
Linn County Abstract Co.	Cedar Rapids	10.00
Johnson Abstract Co.	Oskaloosa	10.00
The Mills County Abstract Co., Inc.	Glenwood	4.00
The Monona County Abstract Company	Onawa	5.00
The Loomis Abstract Company	Red Oak	5.00
Alexander R. Mann	Sibley	5.00
Loranz & Company, Inc.	Ciarinda	10.00
Arthur Anderson Company	Emmetsburg	5.00
Fidelity Abstract Co.	Pocahontas	10.00
Des Moines Title Company	Des Moines	25.00
R. J. Smith	Montezuma	2.00
Plymouth County Abstract Co.	LeMars	5.00
Sac County Abstract Company	Sac City	5.00
Shelby County Abstract Co.	Harlan	7.50
Southern Abstract Company, Inc.	Orange City	5.00
Batman-Sayers Abstract Company	Nevada	10.00
Benson & Runkle	Toledo	5.00
Walter H. McElroy	Ottumwa	10.00
S. W. Livingston	Washington	10.00
C. L. Clark	Corydon	5.00
Winnebago County Abstract Company	Forest City	5.00
Engleson Abstract Company	Sioux City	25.00
George E. Whitcomb	Northwood	10.00

KANSAS

Iola Abstract Company	Iola	4.00
The Commerce Investment Company	Atchison	5.00
Conner & McClellan	Cottonwood Falls	2.00
Pearl K. Jeffery	Columbus	5.00
M. G. Stevenson	Ashland	5.00
A. L. Carlison	Clay Center	2.00
S. V. Hemphill	Clay Center	5.00
Frank E. Banks	Lawrence	5.00
John C. Emick	Lawrence	5.00
Jas. D. Taylor	Kinsley	2.00
Elk County Abstract & Title Co.	Howard	2.50
The Wilson Abstract Co.	Ellsworth	5.00
Howland Abstract Company	Hill City	2.50
Rohrer & Son	Junction City	5.00
The Regier Loan & Abstract Company	Newton	3.00
Cragun Abstract Company	Kingman	2.00
C. C. Porter	Russell Springs	10.00
Montgomery County Abstract Company	Independence	10.00
The Security Abstract Company	Independence	10.00
A. J. Titus	Council Grove	5.00
The McPherson County Abstract Co.	McPherson	5.00
The Hall Abstract & Title Company	Hutchinson	5.00
Sam C. Charlson	Manhattan	5.00
The C. W. Lynn Abstract Company	Salina	30.00
Leo T. Gibbons	Scott City	10.00
The Guarantee Abstract Company	Wichita	10.00
The Columbian Title & Trust Co.	Topeka	10.00
The Rogers Abstract & Title Company	Wellington	5.00

KENTUCKY

Franklin Title & Trust Co.	Louisville	15.00
Louisville Title Insurance Company	Louisville	40.00

LOUISIANA

Avoyelles Abstract & Land Company	Marksville	2.00
Mayo Title Guaranty, Inc.	Lake Charles	25.00
Lawyers Title Insurance Corporation	New Orleans	25.00

MARYLAND

The Maryland Title Guarantee Co.	Baltimore	100.00
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MICHIGAN

Bay Trust Company	Bay City	10.00
Branch County Abstract Office	Coldwater	5.00
Realty Bond & Mortgage Company	Battle Creek	10.00
Eaton County Abstract Company	Charlotte	10.00
Emmett County Abstract & Title Co.	Petoskey	2.00
Guaranty Title & Mortgage Co.	Flint	10.00
Gladwin County Abstract Company	Gladwin	10.00
Grand Traverse Title Company	Traverse City	5.00
The Charles E. Thompson Abstract Co.	Bad Axe	10.00
Iosco County Abstract Office	Tawas City	5.00
Iron County Abstract & Land Company	Crystal Falls	4.00
Title, Bond and Mtge. Co. of Kalamazoo	Kalamazoo	35.00
Lapeer County Abstract Office	Lapeer	5.00
Lenawee County Abstract Office	Adrian	10.00
Sibben Abstract Company	Manistee	5.00
Monroe County Abstract Company	Monroe	10.00
Ottawa County Abstract & Title Co.	Holland	2.50
The Dawson-Benedict Company	Sandusky	5.00
St. Joseph County Abstract Office	Centreville	10.00
Washtenaw Abstract Co.	Ann Arbor	10.00
Abstract & Title Guaranty Co.	Detroit	100.00

MINNESOTA

Beltrami Consolidated Abstract Co.	Bemidji	2.00
Freeborn County Abstract Company	Albert Lea	6.00
Title Insurance Company of Minnesota	Minneapolis	200.00
Isanti County Abstract Company	Cambridge	5.00
Lake of the Woods Abstract Company	Baudette	1.00
P. L. Hamlin	Pine City	4.00
St. Paul Abstract & Title Guarantee Co.	St. Paul	25.00
The Consolidated Abstract Company	Duluth	10.00
Winona County Abstract Company	Winona	10.00
J. R. Campbell	Buffalo	4.00

MISSOURI

Leland I. Selvey	Lamar	5.00
Conger Abstract Company	Harrisonville	5.00
Hight-Eidson Title Company	Harrisonville	10.00
Cedar County Abstract Company	El Dorado Springs	1.00
Clay County Abstract Company	Liberty	10.00
Kansas City Title & Trust Company	Kansas City	100.00
Cooper County Abstract Co.	Eoonville	4.00
W. O. Russell Abstract Co.	Greenfield	4.00
Dudley & Brandom	Gallatin	2.00
Mann & Leopard	Gallatin	2.00
Herman F. Hansen	Union	10.00
Grundy County Abstract Co.	Trenton	2.00
George S. Holliday	Clinton	5.00
Missouri Abstract & Title Insurance Co.	Kansas City	25.00
The Jefferson County Abstract Co.	Hillsboro	10.00
Ryan & Carnahan	Chillicothe	2.50
Wells Abstract Company	Hannibal	6.00
Newton County Abstract & Title Co.	Neosho	10.00
Murdock & Newby, Abstracters	Platte	5.00
McCutchen & Son	Unionville	10.00
Emmons Abstract Company	St. Charles	4.00
The St. Francois County Abstract Co.	Farmington	10.00
Land Title Insurance Co. of St. Louis	Clayton	100.00
Lawyers Title Company of Missouri	St. Louis	50.00
Title Insurance Corporation of St. Louis	St. Louis	150.00
Van Dyke & Company	Marshall	25.00
Lou E. Knott	Memphis	1.00
Shelby County Abstract & Loan Co.	Shelbyville	2.00
D. D. Hamilton & Company	Marshfield	2.00

MONTANA

Blaine County Abstract Company	Chinook	5.00
Broadwater County Abstract Company	Townsend	2.00
North Montana Abstract Company	Great Falls	5.00
Montana Loan & Title Company	Glendive	5.00
D. H. Morgan	Anaconda	2.00
Gallatin County Abstract Co.	Bozeman	6.00
C. E. Frisbee	Cut Bank	5.00
Helena Abstract & Title Company	Helena	6.00
Livingston Land & Abstract Co.	Livingston	4.00
Pondera County Abstract Co.	Conrad	5.00
Toole County Abstract Company	Shelby	5.00
Wheatland Abstract Co.	Harlowton	4.00

NEBRASKA

P. H. Peterson Abstract Co.	Neligh	2.00
James Livingston	Tecumseh	2.00
Knox County Abstract & Title Co.	Center	5.00
C. R. Imler	Nelson	2.00

NEVADA

H. S. Taber	Elko	5.00
Washoe County Title Guaranty Co.	Reno	10.00

NEW JERSEY

West Jersey Title & Guaranty Co.	Camden	50.00
Edward C. Wyckoff	Newark	5.00

NEW MEXICO

New Mexico Title Company	Albuquerque	10.00
Las Cruces Abstract & Title Co.	Las Cruces	6.00
The Southwestern Abstract & Title Co.	Las Cruces	5.00
The Eddy County Abstract Company	Carlsbad	5.00
Canavan Abstract & Insurance	Gallup	2.00
Las Vegas Title Guaranty Co.	Las Vegas	6.00

Security Title Abstract Co.	Socorro	5.00
The Clayton Abstract Co.	Clayton	4.00

NEW YORK

Abstract Title & Mortgage Corporation	Buffalo	100.00
Home Title Guaranty Company	Brooklyn	50.00
Harris, Beach, Folger, Bacon & Keating	Rochester	15.00
Lawyers Title Corporation	New York City	25.00
Nation-wide Title Service	New York City	25.00
Central New York Abstract Corp.	Utica	25.00
Mohawk Abstract Corp.	Schenectady	15.00
Empire State Abstract Corporation	Bath	12.50

NORTH CAROLINA

Delos W. Sorrell	Durham	10.00
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NORTH DAKOTA

The Adams County Abstract Company	Hettinger	1.00
Bottineau County Abstract Co.	Bottineau	5.00
Burleigh County Abstract Co.	Bismarck	10.00
Surety Title Co.	New Rockford	3.00
Hettinger County Abstracters, Inc.	Mott	2.00
Kidder County Abstract Co.	Steele	2.00
Abstract & Title Co.	Schafer	6.00
Security Abstract & Loan Co.	Washburn	2.00
Mercer County Abstract Co.	Stanton	3.00
The Mandan Abstract Co.	Mandan	2.00
Mountrail County Abstract Co.	Stanley	2.50
Pierce County Abstract Co.	Rugby	10.00
Butler Company	Lisbon	2.00

OHIO

Ohio Title Association		250.00
The Land Title Guarantee & Trust Co.	Cleveland	100.00
Cuyahoga Abstract Title & Trust Co.	Cleveland	25.00
The Erie County Title Company	Sandusky	10.00
The Guarantee Title & Trust Company	Columbus	25.00
The Title Guarantee & Trust Co.	Cincinnati	50.00
The Title Guarantee & Trust Co.	Toledo	50.00
Carson & Moore	Dayton	5.00
Charles E. Yutzey	Canton	5.00
The Summit Title & Abstract Co.	Akron	10.00
The Northern Ohio Guarantee Title Co.	Akron	20.00
The Trumbull County Abstract Co.	Warren	10.00
Adele M. Kagay	Marysville	4.00
Gebhard & Maxwell	Bryan	2.00
Earl K. Solether	Bowling Green	10.00

OKLAHOMA

Lacey-Pioneer Abstract Co.	Anadarko	5.00
El Reno Abstract Company	El Reno	10.00
Oklahoma Abstract Company	Lawton	6.00
Cotton County Abstract Co.	Walters	5.00
Lafe-Speer Abstract Company	Sapulpa	10.00
Albright Title & Trust Company	Newkirk	12.50
Security Abstract Company	Newkirk	5.00
Kiowa County Abstract Co.	Hobart	10.00
Poteau Abstract Co.	Poteau	3.00
Mayes County Abstract Co.	Pryor	5.00
Eufaula Abstract Company	Eufaula	5.00
Sulphur Abstract & Title Co.	Sulphur	2.50
Title Abstract Company	Nowata	5.00
Payne County Abstract Co.	Stillwater	3.00
Meurer Abstract Company	Pawnee	25.00
Stillwater Abstract Co.	Stillwater	5.00
Pioneer Abst. Co.	McAlester	5.00
Hunter Abstract & Title Co.	Shawnee	5.00
Johnston Abstract & Loan Co.	Claremore	10.00
Rogers County Abstract Company	Claremore	2.00
Slief-Vaughn Abstract Co.	Cheyenne	2.00
Seminole County Abst. Co.	Wewoka	6.00
Guaranty Abstract & Title Co.	Guymon	5.00
Wagoner County Abstract Company	Wagoner	10.00
Washita County Abstract & Title Co.	Cordell	5.00

OREGON

Oregon Title Association		100.00
Baker Abstract & Title Co.	Baker	15.00
Title & Trust Co.	Oregon City	10.00
Astoria Abstract Company	Astoria	5.00
Title & Trust Co.	St. Helens	10.00
Hood River Abstract & Investment Co.	Hood River	3.00
Jackson County Abstract Co.	Medford	15.00
Klamath County Abstract Co.	Klamath Falls	5.00
Wilson Title & Abstract Co.	Klamath Falls	5.00
Lane County Abstract Co.	Eugene	10.00
Linn County Abst. Co.	Albany	10.00
Salem Abstract Company	Salem	10.00
Union Abstract Co.	Salem	10.00
Commonwealth, Inc.	Portland	50.00
Pacific Abstract Title Co.	Portland	30.00
Title and Trust Co.	Portland	50.00
Sherman County Abstract Co.	Moro	5.00
Tillamook-Pacific Title Co.	Tillamook	5.00
Hartman Abstract Co.	Pendleton	25.00
Wallowa Law, Land & Abstract Co.	Enterprise	5.00
The Dalles & Wasco County Abstract Co.	The Dalles	5.00
Title & Trust Co.	Hillsboro	10.00

PENNSYLVANIA

Lawyers Title Co.	Pittsburgh	25.00
The Title Guaranty Co.	Pittsburgh	35.00
The Bryn Mawr Trust Co.	Bryn Mawr	40.00
Frankford Trust Co.	Philadelphia	44.00
Industrial Trust Company of Philadelphia	Philadelphia	35.00
Land Title Bank & Trust Co.	Philadelphia	100.00
The Colonial Title Company	Philadelphia	50.00
Provident Title Company	Philadelphia	50.00
The Ninth Bank & Trust Co.	Philadelphia	35.00

RHODE ISLAND

Title Guarantee Company of Rhode Island	Providence	30.00
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SOUTH DAKOTA

C. D. Tidrick	Chamberlain	2.00
Campbell County Abstract Co.	Mound City	2.00
G. H. Smith	Custer City	4.00
Harding County Abstract Co.	Buffalo	2.50
Miner County Abstract Co.	Howard	4.00
Getty Abstract Co.	Sioux Falls	10.00
The Dakota Title & Investment Co., Inc.	Rapid City	2.00
Perkins County Abstract Co.	Bison	5.00
Spink County Abstract & Insurance Co.	Redfield	5.00
Tripp County Abstract Co.	Winner	2.00

TENNESSEE

The Guaranty Title Company	Nashville	50.00
The Title Guaranty & Trust Co.	Chattanooga	50.00
Bluff City Abstract Corporation	Memphis	25.00
Memphis Abstract Company	Memphis	25.00
Commerce Title Guaranty Co.	Memphis	25.00
Union Planters Title Guaranty Co.	Memphis	25.00

TEXAS

Alamo Abstract & Title Guaranty Co.	San Antonio	20.00
Commercial Abstract & Title Co.	San Antonio	20.00
Texas Title Guaranty Co.	San Antonio	20.00
Texarkana Title & Trust Co.	Texarkana	10.00
Brazoria County Abstract Co.	Angleton	10.00
Dallas Title & Guaranty Co.	Dallas	20.00
Lawyers Title of Texas, Inc.	Dallas	10.00
A. O. Thompson Abstract Co.	Hereford	4.00
Pioneer Abstract & Guarantee Title Co.	El Paso	10.00
Stewart Title Guaranty Co.	Galveston	100.00
Donegan Abstract Co.	Seguin	5.00
American Title Guaranty Co.	Houston	15.00
Houston Title Guaranty Co.	Houston	25.00
Valley Abstract Co.	Edinburg	4.00
Jim Hogg County Abst. Co.	Hebbronville	5.00
Kaufman County Abst. Co.	Kaufman	4.00
Live Oak Title Co.	George West	2.00
The Pioneer Abstract Co.	Takoka	3.00
Bob Powell, Incorporated	Dumas	1.00
Guaranty Title & Trust Co.	Corpus Christi	35.00
Gracy-Travis County Abstract Co.	Austin	10.00
Fidelity Abstract & Title Co.	Wichita Falls	5.00

UTAH

Cardon Abstract Company	Salt Lake City	5.00
Ensign Abstract Co.	Salt Lake City	5.00
Salt Lake Abstract Co.	Salt Lake City	5.00
Andrus-Hafen Company	St. George	2.00
The Home Abstract Company	Ogden	5.00

VIRGINIA

Lawyers Title Insurance Corp.	Richmond	225.00
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WASHINGTON

Adams County Abstract Co.	Ritzville	17.00
Asotin County Title Company	Clarkston	2.00
Benton County Abstract & Title Co.	Prosser	2.00
Chelan County Abstract Co.	Wenatchee	29.00
Valley Title Company, Inc.	Wenatchee	9.00

Clallam County Abstract Co.	Port Angeles	27.00
Clark County Abstract & Title Co.	Vancouver	4.00
Fletcher-Daniels Abstract Co.	Vancouver	29.00
Wallace Abstract Co.	Dayton	2.00
Cowlitz County Title Co.	Longview	29.00
Reliance Title & Abstract Co.	Kelso	4.00
Douglas County Title Abstract Co.	Waterville	12.00
Citizens Abstract Co.	Pasco	2.00
Garfield County Abstract Co.	Pomeroy	7.00
Grant County Title Abstract Co.	Ephrata	12.00
Pacific Title Co.	Montesano	39.00
Grays Harbor Title Co.	Aberdeen	25.00
Jefferson County Abstract Co.	Port Townsend	2.00
S. W. Peach & Son	Port Townsend	2.00
Lawyers & Realtors Title Insurance Co.	Seattle	40.00
Puget Sound Title Insurance Co.	Seattle	60.00
Seattle Title Co.	Seattle	10.00
Washington Title Insurance Co.	Seattle	110.00
Kittitas County Abstract Co.	Ellensburg	12.00
Port Orchard Abstract Co.	Bremerton	4.00
Thomas Ross Abstract Co.	Port Orchard	4.00
Lewis County Abstract Co.	Chehalis	9.00
Mason County Abstract & Title Co.	Shelton	12.00
Okanogan Title Co.	Okanogan	7.00
A. P. Leonard Abstract Co.	South Bend	7.00
Pacific County Abstract & Title Co.	South Bend	2.00
Commonwealth Title Insurance Co.	Tacoma	52.50
Tacoma Title Co.	Tacoma	27.50
Skagit County Abstract Co.	Mt. Vernon	29.00
Everett Abstract & Title Co.	Everett	14.00
Snohomish County Abstract Co.	Everett	39.00
Northwestern Title Insurance Company	Spokane	72.50
Stevens County Abstract Co.	Colville	12.00
Capital City Abstract Co.	Olympia	29.00
Thurston County Abstract Co.	Olympia	4.00
The Dean-McLean Abstract Co.	Walla Walla	34.00
Bellingham Abstract Co.	Bellingham	14.00
Whatcom County Abstract Co.	Bellingham	39.00
The Whitman Abstract Co.	Colfax	29.00
Yakima Abstract & Title Co.	Yakima	39.00
Yakima Title Guaranty & Abst Co.	Yakima	14.00

WISCONSIN

Barron County Abstract Co.	Barron	5.00
Dane County Title Co.	Madison	10.00
Dodge County Title & Abstract Co.	Juneau	30.00
Kenosha County Abstract Co.	Kenosha	10.00
Newberry Abstract Co.	Kenosha	4.00
Runkel Abstract & Title Co.	Wausau	5.00
Security Abstract & Title Co.	Milwaukee	50.00
Title Guaranty Company of Wisconsin	Milwaukee	75.00
Polk County Abstract Co.	St. Croix Falls	2.00
Belle City Abstract Co.	Racine	10.00
Rusk County Abstract Co.	Ladysmith	2.00
Walworth County Abstract Co.	Elkhorn	5.00
Greenlaw-Thomas Abstract Co.	Oshkosh	10.00
The First Bond & Mtge. Co.	Wisconsin Rapids	15.00

WYOMING

Albany County Pioneer Abst. Co.	Laramie	5.00
Goshen County Abst. & Investment Co.	Torrington	7.00
Natrona County Abst. & Loan Co.	Casper	7.00