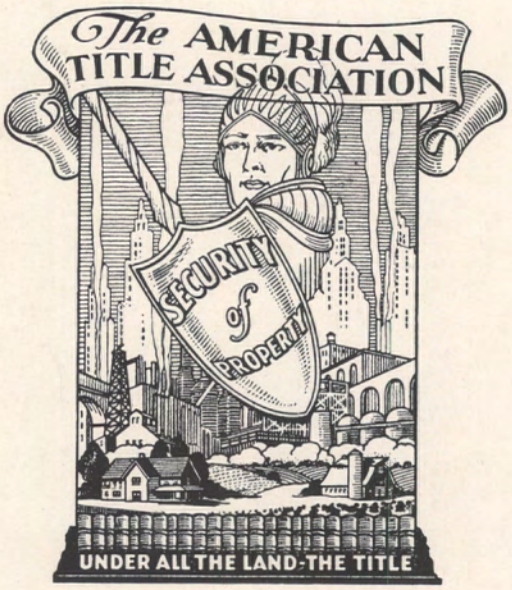
TITLE NEWS

Official Publication

THE AMERICAN TITLE ASSOCIATION



Proceedings of the 1944 War Conference

CHICAGO, ILLINOIS
(Continued)

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VOLUME XXIV APRIL, 1945 NUMBER 2

Proceedings of 1944 Conference

(Continued)

Chicago, Illinois — October 13th-16th, 1944

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CODE OF ETHICS

FIRST:—We believe that the foundation of success in business is embodied in the idea of service, and that Title Men should consider first, the needs of their customers, and second the remuneration to be considered.

SECOND:—Accuracy being essential in the examination of titles, Title Men should so arrange their records as to eliminate the possibility of mistakes.

THIRD:—Ever striving to elevate the title business to a plane of the highest standing in the business and professional world, the Title Man will always stand sponsor for his work and make good any loss, occasioned by his error, without invoking legal technicalities as a defense.

FOURTH:—The examinattion of title being to a large extent a personal undertaking, Title Men should at all times remember that fact, and endeavor to obtain and hold a reputation for honesty, promptness and accuracy.

FIFTH:—The principal part of business coming from real estate dealers, lenders of money and lawyers, it is obvious that relations with these men should at all times be friendly. To further this friendship we declare ourselves willing to aid them in all ways possible in meeting and solving the problems that confront them.

SIXTH:—We believe that every Title Man should have a lively and loyal interest in all that relates to the civic welfare of his community, and that he should join and support the local civic commercial bodies.

Judiciary Committee

McCUNE GILL, *Chairman*
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Traditionally it seems to be the function of the Judiciary Committee, or as I prefer to call it, the Legal Research Committee, to keep the membership informed as to decisions of courts and regulations of departments that will be helpful in answering the numerous questions that are continually being propounded to the members.

Some decisions and regulations however apply to one State only and hence are not of great interest elsewhere. Some are of interest to abstracters only and others only to title insurors. Some are so well known that it is needless to repeat them. But there is one subject that is of interest to all of us everywhere. Its questions are answered the same in all states, and the answers, being based largely on regulations, are difficult to obtain. The subject I refer to is "Stamps." How many (or how few) revenue stamps are to be affixed to what deeds is an inquiry of hourly occurrence in all of our offices, and is, not infrequently we fear, answered without adequate information on the subject.

So the Judiciary Committee has this year prepared an alphabetical series of short paragraphs giving all of the information obtainable from Acts of Congress. Departmental Regulations, Opinions of Officials and Court Decisions, that will be needed to answer questions as to stamps that may arise in closing real estate transactions in the offices of Title Companies or Abstracters.

As this compilation is rather lengthy and will be printed, I shall not take your time to read it. But I would like to call your attention to a few of the more interesting rulings.

Overage

As you know, purchasers of real estate sometimes deplore the fact that they must, by the stamps on their deeds, disclose the exact purchase price for any prospective record. So they ask whether it is legal to add say $5.50 extra stamps and so make it seem that they paid $5,000 more for the property than they really did pay. A letter from the Commissioner says that the Government has no objection to this practice.

Some other purchasers have hit on the plan of seeing that the proper amount of stamps is purchased and cancelled when the deed is delivered, but ask that the stamps not be attached to the deed until they receive it after it has been recorded. Decisions and ruling say that this too is perfectly legitimate. The Recorder must receive the deed and the law does not say when the stamps must be affixed, but merely that the tax must be paid at the time of closing.

Bond Issues

Another interesting ruling has to do with stamps on corporate bond issues. By this ruling they need be stamped only if there are two or more bonds or notes. If the debt is evidenced by only one piece of paper, it need not be stamped, even though it provides for principal installment payments and monthly payment of interest. This frequently saves a large expenditure.

Another point, must computation be made as to each note and each deed separately or can the computation be on the total amount of the loan or the sale price? This sometimes makes quite

McCUNE GILL

a difference in the necessary amount. The ruling is that there must be separate computations. Thus in one case where a house was sold for $6,000 and ten deeds were obtained from each of ten heirs in different parts of the country, the necessary stamps amounted to $11.00 instead of $6.60.

We trust that, on reading this compilation of laws, decisions, regulations and official letters you will find much other interesting and useful information that will guide you in your closing operations and furnish the answers to the many questions that are continually being asked by your customers.

This compilation is a condensation of the 1941 edition of Regulation 71 issued by the Bureau of Internal Revenue, and later Acts of Congress, in so far as they relate to real estate transactions, and is also a condensation of other source material such as the U. S. Code, Title 26, certain Treasury Decisions, Letters from Government Officials, and adjudicated cases. Because of the necessary brevity of this outline, specific problems should be checked with the Regulations or the Collector's Office, and an opinion of your counsel should be obtained.

Acknowledgments. Acknowledgment of deed need not be stamped. T.D. 2060.

Affixing Conveyance Stamps. Stamps for conveyance must be affixed to the deed of conveyance. Reg. 71-113.85.

Affixing Insurance Stamps. Insurance stamps are affixed to the first instrument of the (foreign) insurance contract. Reg. 71-113.105.

Affixing Note Stamps. Stamps may be affixed either to the (corporate) note, or to the deed of trust with a notation on the notes. Reg. 71-113.57.

Stamps for assignments of notes must be affixed to the contract of assignment, or if none, to the notes. Reg. 71-113.71, U. S. C. 26-3481a.

Affixing Stock Stamps. Stamps for original issue of stock must be attached to the stock book and not to the certificates. Reg. 71-113.26, U. S. C. 26-1802.

Stamps for transfers of stock must be attached to the memorandum of sale where stock is endorsed in blank, otherwise must be attached to the certificate of stock, but if no certificate then to the stock book. Reg. 71-113.41, U. S. C. 26-1802b.

Assignee for Creditors. See Receivers.

Assignments of Notes. Assignments or sales of notes secured by corporate deeds of trust must be stamped. The tax is 5 cents on each $100 of face value or fraction thereof. Reg. 71-113.60, 62, U. S. C. 26-3481a.

Assignments to secure a collateral loan need not be stamped. U. S. C. 26-3481a, Reg. 71-113.64, 113.35.

Assignments in Federal reorganization proceedings need not be stamped. Act of Congress 1942-506.

Both parties and their brokers are liable to pay the tax. U. S. C. 26-3481a.

Separate computation must be made as to several transferors or transferees. Reg. 71-113.62.

Assignment due to survivorship of tenancy by entireties or joint tenancy need not be stamped. Act of Congress 1942-506, T. D. 5202.

Bankruptcy Deeds. Deeds from a trustee in bankruptcy selling the property must be stamped and paid for out of the assets of the bankrupt estate. (Letter.)

But deeds in corporate reorganization need not be stamped. U. S. C. 26-1808f.

Bankruptcy Notes. Notes or bonds issued by a trustee in bankruptcy, receiver or assignee for creditors, of a

corporation, must be stamped as though executed by the corporation. Act of Congress 1942-506a.

But notes issued in reorganizations need not be stamped. U. S. C. 26-1808f.

Building and Loan Conveyances. Deeds to and from building and loan associations (not to secure a debt, and not a release), are to be stamped as are conveyances to and from other parties. Reg. 71-113.83e.

Building and Loan Notes. Notes issued by building and loan associations making loans to members only need not be stamped. U. S. C. 26-1808c. Reg. 71-113.121.

Notes to building and loan associations by individuals need not be stamped. 13 Fed. 2nd 997.

Building and Loan Stock. Issue and transfer of stock of building and loan association need not be stamped if substantially all of its business is confined to making loans to members. U. S. C. 26-1808c, Reg. 71-113.121.

Cancellation of Stamps. The proper way to cancel stamps is to write thereon in ink, or to perforate, the date, and the initials of the person affixing the stamps, and to cut three lengthwise incisions in each stamp. But incisions are not necessary if a stamp of 50 cents or more is cancelled by perforation. U. S. C. 26-1816, 3303, Reg. 71-113.132, 133.

Cemetery Deeds. Deeds conveying burial privileges in cemeteries need not be stamped. Reg. 71-113.84h.

City. Deeds by or to a City need not be stamped. (Letter.)

Confirmation Deeds. A deed to confirm a title, already vested in the grantee, need not be stamped. Reg. 71-113.84c.

Consideration. See Deeds, Equity, Gifts, Exchanges, Nominal Overstamping, Strawman.

Contract to Sell. A contract to sell or purchase real estate need not be stamped, where it does not vest any title in the purchaser. Reg. 71-113.84f.

Conveyances. See Deeds.

Corporation Deed of Trust. See Notes.

Corporation from Owners. A deed from owners of property to a corporation in exchange for stock must be stamped. Reg. 71-113.83f, T. D. 5202, M. S. 4 CB 6-1923, 311.

Corporation to Corporation. A deed from one corporation to another corporation must be stamped even though both corporations have the same stockholders. The same applies to a deed from a retiring corporation to its successor corporation. (Letter.)

Also deed from subsidiary corporation to parent corporation which assumes debts. Reg. 71-(1932),-115. But not a consolidated. 645.SCT. 713.

Corporation to Stock holders. A deed from a corporation to its stockholders in dissolution, if the corporation has no debts, need not be stamped except to the extent of consideration paid by some stockholders to others. But the deed must be stamped if it is subject to the debts of the corporation. Reg. 71-113.83g.

Correction Deed. A correction deed without consideration need not be stamped. If a consideration is paid, the deed must be stamped in the amount of the payment. Reg. 71-113.84c, T. D. 2051.

County. See State.

Decree of Court. A decree of a state court transferring title need not be stamped. Reg. 71 (1932)-Art. 116.

Deeds of Conveyance. Deeds conveying real estate for a consideration of over $100 must be stamped. The rate of tax is 55 cents for each $500 or fraction thereof of the consideration or value. The word consideration includes both money and property. U. S. C. 26-3482, Reg. 71-113.80, 113.81 113.82, 113.83a.

True value must be stamped if greater than consideration. 127 Fed. 2nd 478, U. S. C. 26-3482.

Each deed is stamped separately. U. S. C. 26-3482.

Deeds of Trust (Mortgages). Deeds of trust or mortgages to secure a debt need not be stamped as such. U. S. C. 26-3482, Reg. 71-113.80, 113.84a.

But corporation notes secured by deeds of trust must be stamped as indicated below. See Notes.

Delivery of Deed. The tax accrues when the deed is delivered without regard to its stated date. Reg. 71-113.80, T. D. 2051-2115.

In escrow cases the date when the tax accrues is the final delivery to the grantee and not the date of deposit in escrow. Reg. 71-113.80, T. D. 2115.

Dower. A deed conveying dower that has been set out to the widow must be stamped. But a release of inchoate dower of wife, or of dower of widow, before being set out to her, need not be stamped. Reg. 71-113.83i, T. D. 5202.

Earnest Money Receipt. See Contract to Sell.

Easements. Deed creating easement must be stamped. O. D. 53, CB ST 6-1921, 86, G. C. M. 13035, ST 866.

Equity Value. If encumbrances exist before the transfer and are not removed in the transaction, the tax is only on the equity value over the encumbrances. Such encumbrances include deeds of trust and all taxes that are a lien. Purchase money deeds of trust, or deeds of trust executed after the conveyance, are not deducted. U. S. C. 26-3482, Reg. 71-113.82, T. D. 2115, 2123, 2599. Reg. 71 (1932)-117, S 1033 ST 1-20-99.

Escrows. In escrow transactions, the date when the tax accrues is the final delivery to the grantee and not the date of deposit in escrow. Reg. 71-113.80, T. D. 2115.

Exchange Deeds. Deeds exchanging properties must both be stamped at the values established for each property. U. S. C. 26-3482, Reg. 71-113.80, 113.81, 113.82, 113.83a, T. D. 2115, T. D. 5202.

Execution Deeds. Deeds by sheriff under execution on judgment must be stamped in the amount of the bid, plus costs if paid by the purchaser (even though the creditor is the purchaser). Reg. 71-113.83d, ST 538, CB 12-32-530.

Executor's Deed. Executor's deed to beneficiaries without consideration need not be stamped. Otherwise must be stamped. And executor's deed under order of court or power to sell must be stamped. Reg. 71-113.84d.

Expiration of Act. The Stamp Acts formerly had various expiration dates but were made permanent by Rev. Act 1941-521.

Extension of Notes. See Renewals.

Foreclosure Deeds. Deeds by trustees, sheriffs or special commissioners, in foreclosure of deeds of trust, must be stamped at the amount of the bid plus costs if to be paid by purchaser. This applies even though the holder of the deed of trust is the purchaser. Reg. 71-113.83d, T. D. 2310, 230 Fed. 905, 231 Fed. 999, ST 538- 12-2, CB 530.

Foreclosure — Deed in Lieu. A deed from a property owner to the holder of a deed of trust on the property, in lieu of foreclosure, must be stamped in the amount of the principal, and unpaid accrued interest, if the grantor is liable on the debt and his liability is cancelled by the conveyance. Reg. 71-113.83c, T. D. 5202. However, by a recent decision, no stamps are necessary if the grantor is not liable or the mortgage debt is not cancelled. F. T. D. A. 20670.

Foreclosure — Mortgagee to Mortgagor. When a mortgagor has conveyed to the mortgagee and the mortgagee then reconveys to the mortgagor so that he can obtain a new loan from another lender to pay off the mortgagee, the deed from the mortgagee to the mortgagor must be stamped in the amount of the money the mortgagee will receive. S. T. 716, CB 13-1, 427.

Gifts. Deeds of gift, without actual consideration, need not be stamped. This includes deeds from a husband to an intermediary and from him to the wife if without consideration. The above applies even though the consideration is stated to be one dollar and other valuable considerations. Reg. 71-113.84b, T. D. 2051, 2715, Reg. 71 (1932)-101.

Housing Authority. See State.

Husband to Wife. See Gifts.

Insurance Policies (Foreign). Fire and tornado insurance policies issued by an insurance company outside the United States and not countersigned by an officer or agent of the company in the United States must be stamped at 4 cents on each dollar or fraction of the premium. U. S. C. 26-1804. Reg. 71-113.100, Act of Congress 1942-502, T. D. 5202.

Investigations. Persons liable for stamping shall keep all instruments stamped for four years for inspection by Government investigators. U. S. C. 26-1835, 3614, Reg. 113.150, 113.107.

Commissioner and his employes can examine books of taxpayer, take testimony, and pass on claims. U. S. C. 26-1835, 1837, 3603, 3614, 3631, 3632, 3790. Reg. 71-113.150, 113.151.

Investment Certificates. An instrument whereby the "obligee" or investor pays in installments of less than 20 per cent per year need not be stamped.

U. S. C. 26-1801, Reg. 71-113.56e, 93 Fed. 2nd 778, 79 Fed. 2nd 969.

Kinds of Stamps. On conveyances, notes, transfers of notes and insurance, "documentary" stamps must be used. Reg. 71-113.57, 113.70, 113.85.

On stock original issues documentary stamps must be used. Reg. 71-113.26.

On stock transfers, documentary stamps must be used if the sale is not made through a stock exchange. If made through an exchange the stamps must be "stock transfer" stamps, or documentary stamps overprinted with the words "stock transfer." Reg. 71-113.1g, 113.40.

The smallest practicable number of stamps shall be used to make up the required amount. Reg. 71-113.132.

Postage stamps can never be used. Reg. 71-113.131.

Leases. Leases and assignments of leases need not be stamped. Reg. 71-113.84i, T. D. 2599.

But oil and gas leases that are in effect a conveyance of the oil and gas must be stamped. G. C. M. 23295, S. T. 888, CB 1939-2, 380.

Life Maintenance. Deeds in consideration of life maintenance must be stamped on the value of the land. Reg. 71-113.83b, T. D. 5202.

Mines. Deeds conveying minerals must be stamped. Reg. 71-113.83h, T. D. 5202.

Mortgages. See Deeds of Trust and Notes.

Nominal Consideration. The consideration stated in a deed is immaterial in determining the necessary amount of stamps. If a nominal consideration is stated in the deed the stamps must be in the amount of the real consideration. Reg. 71-113.82, T. D. 2115.

Notes by Corporation. "All bonds, debentures or certificates of indebtedness" secured by deeds of trust or mortgages by corporations on real estate, "with interest coupons or in registered form known generally as corporate securities," must be stamped. The rate of tax is 11 cents for each $100 or fraction thereof of face value. Reg. 71-113.50, 53, 55. U. S. C. 26-1801, 117 Fed. 2nd 46, (Letter, interest coupons).

Each note or bond must be stamped separately, and not in the aggregate amount. Reg. 71-113.53.

If interim notes are stamped, it will not be necessary to stamp the definitive notes. Reg. 71-113.55d, 56d.

Notes or bonds by individuals (not corporations), and renewals thereof, need not be stamped. Reg. 71-113.56a. Even though guaranteed by corporation, 24 Fed. Supp. 198, 39 Fed. Supp. 339.

Notes—Interest Notes. Interest notes and coupons by corporations must be stamped except where the principal note refers to the interest and hence the interest note or coupon is merely evidence of such provision. (Letter.)

Notes — One Note. If a corporation executes only one note for principal and interest, without separate interest notes and without interest coupons, the note need not be stamped. (Letter.)

A decision in a similar situation, holding that such a note is not a corporate "bond," is found in 25 Fed. 2nd 560.

Oil and Gas. Oil and gas lease, being in effect a conveyance of the oil and gas, must be stamped. G. C. M. 23295, ST 888, CB 1939-2, 380, ST 890, CB 1939-2, 381.

Options. An option for the purchase of real estate, not vesting title in the purchaser, need not be stamped. Reg. 71-113.84f, T. D. 2115, 2549, 2599.

Overstamping. Sometimes the parties do not wish the amount of stamps to show the exact consideration and affix more stamps than are necessary. There is nothing in the statutes or regulations prohibiting this, and it is stated that there is no objection to such a practice, nor any penalty for overstamping, so far as the Government is concerned. (Letter.)

Participation Notes. Participations in a mortgage, issued by a corporation, must be stamped. U. S. C. 26-1801, 38 Fed. 2nd 184, 281 U. S. 759, 67 Fed. 2nd 889.

Partition Deeds. Deeds partitioning property in kind need not be stamped except to the extent that some of the parties pay a consideration to equalize interests. Deeds conveying property under order of sale in a partition suit must be stamped. Reg. 71-113.84g, T. D. 2051, 2115, O. D. 52, ST 1-25-166. (Letter.)

Payment for Stamps. The grantor in a deed, or the maker of a note, or the transferor of a stock certificate, must pay for and affix the necessary stamps in the absence of a contrary agreement between the parties. U. S. C. 26-1809, Reg. 71-113.2. However, the parties can agree between themselves as to who shall pay the tax. Reg. 71-113.2. And all parties are liable to pay if the others do not. U. S. C. 26-1809. Reg. 71-113.2

But where the United States or its Agency or Instrumentality conveys, the purchaser must pay for the stamps. Act of Congress 1942, U. S. C. 26-1809a.

Penalties—Civil. Stamp liability and penalties can be collected by levying on (or distraining) personal property and selling it. U. S. C. 26-3690, Reg. 71-113.157.

Penalties — Criminal. Delivering or accepting a deed with insufficient stamps is a federal crime of both grantor and grantee, and any party to the transaction is liable to pay the tax if the others do not. U. S. C. 26-1820, 1821, 1822, Reg. 71-113.2.

Personal Property. Conveyances of tangible personal property or chattels (as distinguished from realty) need not be stamped. Reg. 71-113.80, U. S. C. 26-3482.

Power of Attorney. Powers of attorney need not be stamped as they do not convey title. Reg. 71-113.80 to 83.

Receiver or Assignee. Deeds from the owner of property to a receiver or assignee for creditors and deeds from the receiver or assignee back to the owner need not be stamped. Reg. 71-113.84K.

But a deed from the receiver or assignee under order of sale must be stamped and paid out of the estate. 90 Fed. 806.

Deed from Banking Commissioner in charge of closed banks need not be stamped. (Letter.)

Recording. A Recorder must accept a deed for record even though it is not stamped. 252 U. S. 286, 33 C. J. 321, 105 Mass. 49, W. T. ST Mim 4497, CB 12-36-354. (Letter.)

Sometimes, in order to avoid disclosing the price, stamps are purchased and cancelled when the transaction is closed but not affixed until the deed has been recorded. There is no Federal statute which declares such proceeding unlawful. (Letter.) But seller must see that stamps are affixed. (Letter.)

Another method is to affix the stamps to the deed and then remove that part of the deed when recording and later paste the part back on the deed. This should not be done. (Letter.)

Redemption of Stamps. If stamps are accidentally rendered useless, or improperly used, or are not needed, they can be redeemed within four years after purchase and new stamps or cash received upon approval by Commissioner. U. S. C. 26-3304, Reg. 71-113.158, 159, 160.

Release Deeds. A deed releasing a deed of trust or other lien, or reconveying the property on payment of the debt, need not be stamped. Reg. 71-113.84a, T. D. 2115.

Removal of Stamps. A stamp cannot lawfully be removed from one instrument and affixed to another. Reg. 113.132, U. S. C. 26-1823c.

Renewals of Notes. Renewals of corporate notes must be stamped the same as a new issue. Reg. 71-113.50, 54, U. S. Code 26-1801, 81 Fed. 2nd 169.

Renewal of deed of trust on property of corporation must be stamped even though executed by a former individual owner and even though not assumed by the corporation. 117 Fed. 2nd 46.

Renewal by individual of corporation note must be stamped if corporation is still liable, otherwise not. (Letter.)

Renewal of corporate participations must be stamped. 41 Fed. Supp. 932.

Re-Sale of Stamps. Persons purchasing stock transfer stamps cannot sell or lend them. But purchasers can sell or lend other documentary stamps. Reg. 71-113.144.

Sale of Stamps. See Resale.

Schoolboard. See State.

State. Deed to a State need not be stamped. This applies also to deeds to a County, State Housing Authority, State Highway Commission, a Schoolboard, or other State institutions. (Letter.) 33 C. J. 317, ST 897, CB 1940-1, 256.

Deed from State, County or School-

board need not be stamped. (Letter.) O. D. 182, CB ST 12-1921, 64.

Stock—Original Issue. Original issue of capital stock of corporation must be stamped at 11 cents on each $100, or fraction thereof, of par value. If it is no par value stock and the actual value is $100, or more, per share, the tax is 11 cents per $100 of value or fraction thereof. If the actual value is less than $100 per share, the tax is 3 cents per $20 of value or fraction thereof. If no par value stock has no actual value, the tax is 11 cents per share. Each stock certificate is computed separately. U. S. C. 26-1802a, Reg. 71-113.23.

Interim certificates must be stamped. Reg. 71-113.24e.

Consolidation, merger, or reorganization stock must be stamped. Reg. 71-113.21, 113.24g, h, except reorganization without additional capital or transfer of earned surplus. Reg. 71-113.25f.

Stock Transfers. Transfers of capital stock of corporations are to be stamped at 6 cents on each $100 or fraction thereof of the aggregate par value where sold for $20 or more per share, and 5 cents otherwise. If it is no par value stock it is to be stamped at 6 cents per share where sold for $20 or more per share, otherwise at 5 cents. Each stock certificate is computed separately. U. S. C. 26-1802, Reg. 71-113.32.

Where there are two or more sellers or buyers a separate computation must be made for each seller and buyer. Reg. 71-113.32.

Stock transferred in corporate reorganizations in bankruptcy need not be stamped. Act of Congress 1942-506e.

Stock Transfers — What Are. Stock transfers include sales, gifts, sales by trustees and administrators, transfers in partition, and loans of stock but not collateral deposits. Reg. 71-113.33.

But transfers to show survivorship of joint interest, or to show death of owner, or a transfer to administrator, or from a trustee to his successor, or to show change of name, need not be stamped. Reg. 71-113.25, 113.34, 113.35.

Stock Trust Shares. Shares issued by an "investment trust or similar organization" are to be stamped the same as corporate stock. U. S. C. 26-1802, Reg. 71-113.20.

This includes operating trusts liable for income tax. U. S. C. 26-3797-3, Reg. 71-113.1b, 113.24a, j.

Strawman. Deeds representing a sale must be stamped even though a strawman is used. 117 Fed. 2nd 46.

A deed from a strawman or agent to his principal without consideration need not be stamped. Reg. 71-113.84e.

Deeds from a husband to a strawman and from the strawman to the wife, need not be stamped if the transaction is a gift without consideration. Reg. 71-113.84f, T. D. 2051, 2115.

Where a sale is made by executing a deed to a straw party and another deed from him to the real purchaser for one consideration, the first deed is to be stamped but the second is not to be stamped. Reg. 71 (1932) Art. 118.

Strawman for Corporation. A deed of trust executed by a strawman who holds for a corporation must be stamped in the same way as though executed by the corporation. 117 Fed. 2nd 46.

Survivorship. A transfer of title resulting from the survivorship of a tenant by the entirety or joint tenant need not be stamped. Act of Congress 1942-506C9, T. D. 5202.

Taxes Deductible. See Equity value.

Tax Deeds. Deeds by a collector in a sale for taxes need not be stamped. Reg. 71 (1932) Art. 93.

But a deed by a sheriff in a sale under execution for taxes must be stamped in amount of bid. Reg. 71 (1941) 113.83d.

Tenancy by Entirety. See Survivorship.

Timber Deeds. Deeds conveying standing timber must be stamped. Reg. 71-113.83h, 31 Fed. 2nd 733.

Trustee. A deed to a trustee for creditors, or as a gift or in liquidation, where there is no consideration, need not be stamped. T. D. 2115, 32 Fed. Supp. 78.

And deed to trustee for grantor need not be stamped. (Letter.)

Deed to trustee for consideration creating new interests must be stamped. 80 Fed. 2nd 145.

And a deed from a trustee to a purchaser must be stamped. Reg. 71-113.84j, 127 Fed. 2nd 478.

Deed from trustee to successor need not be stamped. Act of Congress 1942 506C6 8, T. D. 5202.

As to trustee's deed in foreclosure, see Foreclosure.

United States. A deed to the United States must be stamped by the seller. A deed from the United States or its Agency or Instrumentality must be stamped, but is paid for by the purchaser. Reg. 71-113.83j. Act of Congress 1942-506f, T. D. 5202.

Validity of Instrument. A deed, note or other instrument is valid and can be recorded and used in evidence even though not stamped. 252 U. S. 286, 277 SW 573, 36 Mo. 125, 33 C. J. 320, 26 C. J. S. 229, 297 Fed. 614, 120 Miss. 458, 203 SW 603, 218 NW 788. (Letter.)

Same if stamps are not cancelled. 31 Iowa 95.

Wills. Wills need not be stamped because devises and legacies are gifts without consideration. Reg. 71-113.84b, T. D. 2051, 2115, 5202, Act of Congress 1942-506 C 1.

Report of Committee on Federal Legislation

JOSEPH S. KNAPP, JR. *Chairman*
Secretary, The Maryland Title Guarantee Co., Baltimore, Maryland

This Committee, during the last few years, has attempted to brief the most important laws passed by the Congress in the interim between American Title Association conventions. The Legislative Committee this year has made its report smaller in scope as time has not permitted the exhaustive study necessary for the comprehensive reports of the past few years. While many indicies and digests have been examined the information in them has likewise been more meager than in normal times.

The majority of the laws are of little special interest to the Title industry even though of interest to all business men because of their application to our national existence.

The laws which more seriously affect and regulate our lives, are no longer those passed by the Congress but are directives and regulations issued by the numerous governmental administrators of so-called emergency war agencies. These are sometimes general, affecting the whole country, but very often are varied by the same agency with respect to their application to different States, and even different communities in the same State. This shows the extent to which federal governmental agencies administering so-called emergency laws can usurp the regulation of local community life and existence.

Regulations

Some examples of this are the numerous OPA regulations of rent control, ceiling prices, distribution of commodities and the war manpower regulations of employment. Will these regulations be relinquished and abolished with the end of the war or will some other so-called emergency continue the excuse for such regulations? The record of recent years certainly gives no indication of a desire or intention of the federal government, as now constituted and managed, to release any power or control once obtained.

The present policy of the Federal Courts in changing and reversing laws without regard for legal precedents is changing existing laws faster than the enactment of important new laws by the Congress. The right of the Federal

Courts to determine the intention of the Congress in enacting laws has resulted in the interpretation of laws contrary to their apparent purpose. One example of this is the octapus construction and interpretation of the Sherman and Clayton Acts which, after all these years, have now been declared to include and cover industries even previously decided by Courts as not subject thereto. The Southeastern Underwriter Association case affecting Insurance Companies is an example.

On September 21, 1943, the Senate and House agreed by concurrent resolution to recess until November 14, subject to call, however.

The following are some of the laws passed by the Congress, or still pending, which may be of interest to members of this Association.

Senate Bill 364, approved November 28, 1943 (Public Law 192) may be of interest to members in certain localities of the country as it authorizes the Secretary of the Interior to accept surrender of any coal, phosphate, oil, gas or sodium lease on public lands issued pursuant to the act of February 25, 1920 (41 Stat. 437) upon payment of the accrued rental on a pro rata monthly basis where the surrender is filed subsequent to the accrual but prior to payment of the yearly rental.

Senate Bill 881, approved October 5, 1943 (Public Law 157) provides for written notice annually to owners of land in the District of Columbia of current and unpaid real estate taxes upon their property.

Senate Bill 1109, approved July 7, 1943 (Public Law 119) increased from $1,200,000,000 to $1,500,000,000 the amount authorized for defense housing. It authorized expenditures for functions performed by the National Housing Agency in connection with priorities or allocations for public or private defense housing and requires the removal of such temporary housing not later than two years after termination of the emergency.

House Representative Bill 2520, approved June 30, 1943 (Public Law 103) extended from June 30, 1943, until June 30, 1945, the authority granted to the President to facilitate the construction or completion of interstate petroleum pipe lines related to national defense.

House Representative Bill 2798, approved July 13, 1943 (Public Law 146) amends the existing law so that construction cost for Federal aid highway projects shall include the cost of the right-of-way. It also extends availability of Federal funds apportioned to States under the Defense Highway Act of 1941 until one year after the emergency. It increases to $27,500,000 the authorization for access roads to sources of new material.

House Representative Bill 2936, approved July 15, 1943 (Public Law 150) authorized an additional appropriation of $200,000,000 for community facilities in connection with national defense housing, under certain conditions.

House Representative Bill 3291, approved October 15, 1943 (Public Law 159) amended the National Housing Act and increased the amount of war housing insured mortgages from $1,200,000,000 to $1,600,000,000 and extended the period for issuing such insurance to July 1, 1945. It also extended the period in which financial institutions could be insured against loss and the period for issuing mutual mortgage insurance to July 1, 1946, and also extended until July 1, 1947 the period for the insurance of approved mortgages on property prior to its completion, or property previously insured, and the premium charge for insurance was increased to one percent.

JOSEPH S. KNAPP, JR.

Chairman
Committee on Federal Legislation
Secretary, The Maryland Title Guarantee Co.
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Senate Bill 1543, Mustering-out Pay. While this bill is of no particular interest to the Title industry, it is of interest to every American. The Senate and the House agreed to a conference report of January 26, 1944, which provides for the Mustering-out Pay for members of the Armed Forces discharged from active service on or after December 7, 1941, under honorable conditions in amounts of $300 for members with active service of sixty days or more, any part of which was performed outside the United States or in Alaska; $200 for service of sixty days or more none of which was performed outside the United States, or in Alaska, and $100 for service of less than sixty days. Members mustered out before the date of the Act are allowed a statutory period of two years in which to make application for the allowance.

Senate Bill 1285, Conference Report on the Soldier's Voting bill was agreed to by both the House and the Senate respectively on March 15, 1944 and March 14, 1944.

House Representative Bill 4464 increased the National debt limit from $210 billion to $260 billion.

Surplus Property Act

One of the most important bills passed by Congress is **House Representative Bill 5125**, known as the Surplus Property Act. The bill sets up a Surplus Property Board of three members, to be appointed by the President, and confirmed by the Senate, and to be established in the office of the War Mobilization or its successor, and the act will expire three years following the cessation of hostilities as specified by proclamation of the President, or by concurrent resolution of the two houses of Congress, whichever is earlier.

The bill is too comprehensive to analyze in detail in this report, but surplus real property for the purposes of the bill is not to include land in the District of Columbia, war housing, industrial plants, factories, similar structures and facilities and land in the public domain. In the case of property acquired after December 31, 1939, the former owner would have a right to repurchase, with certain adjustments. Certain preferences are provided for veterans, sales in family-sized units, etc., and for help to families purchasing with a view to operating small farms through the Farm Tenant Act.

Senate Bill 1362 and **House Representative Bill 3270.** This is a bill of special interest to this Association and is known as the Insurance Bill, the purpose of which is to provide that the Sherman and Clayton Acts are not to be construed as applying to the business of insurance, or to impair the regulations of that business by the States. The bill was passed by the house on June 22, 1944 and was reported by the Senate Judiciary Committee without amendment on September 20, 1944. It was inadvertently passed by the Senate on September 21, 1944 but this action was reconsidered and the bill sent back to the calendar. It is reported that the Chairman of the Senate Judiciary Committee has indicated that no immediate action upon the bill is contemplated following the recess.

It is the hope of this Committee that ere the next convention time, the world will be a better place in which to live and the furrows in our brows, the perspiration in our eyes and the sorrows in our hearts will not have been in vain.

Rights, Privileges and Obligations of a Title Company in the Public Offices

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In Milwaukee County, Wisconsin, three companies compile abstracts, including the company I work for. Our company also writes title insurance and the latter business constitutes a major portion of our total business.

On June 13, 1944, each of the three companies received a notice by post card from the County Clerk that a meeting of the Building and Grounds Committee of the County Board of Supervisors of Milwaukee County would be held at the court house in the City of Milwaukee on June 16, 1944, relative to "abstract companies using space in the court house." Naturally we were concerned and a bit excited, too. With all the diverse governmental regulations that title people—along with other people—have been subjected to during recent years, we wondered, "What now." We immediately investigated and found that the custodian of public buildings came to the conclusion that abstract companies have been using space in the court house rent-free for too long a time and that it was high time that we pay rent.

Sugar vs. Vinegar

Time was short; we had only three days to build a defense. We were not concerned about the amount of rent we might have to pay—from a financial viewpoint—but we were really worried about the question of precedent; that is, what such action might lead to in the future in the way of governmental control of operations necessary to conduct an abstract and title business. We quickly decided that we would approach the matter through the avenues of diplomacy, and we worked fast and furiously with lawyers, the real estate board, building and loan officials, the register of deeds, the county treasurer and several other county officials and employees. Meanwhile, we asked counsel to study the law on the matter and advise us as to our legal rights in case we were compelled to assert such rights.

The support we received was not only gratifying, but also surprising. Each of the groups we contacted sent a representative to the meeting. Inside of an hour and a half the entire proposal was killed by unanimous decision of the Building and Grounds Committee of the County Board of Supervisors of Milwaukee County, and while one representative from each of the three companies was called upon to present his side of the picture, not one of us spoke more than five minutes during the entire hearing. There was no need for us to talk; other people talked for us.

When the new court house was built in Milwaukee about 14 years ago a room 14 by 35 feet was set aside in the office of the register of deeds for the exclusive use of abstracters. The take-off of the record is done by two abstracters, each having more than 20 years experience. They employ their own typists, furnish their own typewriters and paper and sell their product to the three abstract and title companies. About 15 desks and as many chairs in this room are owned by the county. Each abstract company has a private phone to this room with branch lines to the circuit court office and probate office. In the probate office abstract company employees occupy a large part of a large room and the same is true of the circuit court office. Part of the office equipment in these two offices is owned by the abstract companies and part is owned by the county. Small space is used in the county treasurer's office. No rent has ever been charged for use either of space or county-owned equipment.

PERENNIALLY THIS SUBJECT CROPS UP

A Well Prepared Article

The use of space in public offices by abstract and title men throughout the country varies, of course. It is estimated that 70 per cent of the abstracters in Wisconsin maintain no plant records; they compile their abstracts direct from the public records. Some abstracters maintain no equipment in public offices, such as typewriters, etc., and occupy no set or exclusive space; their take-off is done in longhand. Other abstract and title companies occupy large space, even to their exclusive use, including private offices, and some maintain photostatic machinery in public offices.

Time here does not permit an exhaustive discourse on the law governing the right of an abstracter or insurer of titles to make copies of the public records. Generally, there seems to be no question that any person, firm or corporation has the right to check the public records for the purpose of ascertaining the title to a piece of land that he or it is personally or pecuniarily interested in. The question that arises with us is whether a title man has the right to use and copy such records for private gain.

In Wisconsin the statutory provision is quite clear. Section 59.14 (1) requires certain county officials, including the register of deeds, register in probate and clerk of the circuit court, to "open to the examination of any person all books and papers required to be kept in his office and permit any person so examining to take notes and copies of such books, records or papers or take minutes therefrom."

Most of the 48 states have enacted statutes similar to the Wisconsin Section 59.14. In the few states where there seems to be no express statute covering the question it appears that the courts have held that if records are public records they must necessarily be open to the use of any person, firm or corporation. A few states have what are called commission abstracters, appointed by the governor. Applications are made to the governor and he appoints as many abstracters as in his judgment may be advisable. We have not found any statute in any state expressly permitting or directing the custodian of the public records to provide space or accommodations for the permanent or exclusive use and convenience of persons engaged in the business of making abstracts or insuring titles.

On the whole it seems that the right to inspect the public records has been made the subject of express statutory regulation in most of the states. Therefore, the right of a title man, seeking access to the records for the purpose of private gain, is largely dependent upon statute and the question of statutory construction.

Early Cases

Early cases had a tendency to deny abstracters the right to have access to the public records, the thought then being that the continued use of the records by abstracters would interfere with the duties of the custodian of the records and impede other members of the public in the examination of the records. Furthermore, a natural aversion to permitting the public records to be made the agency for private gain

seemed to have influenced the courts in early cases.

Later Cases

Later cases, however, lean to the construction of the statutes so as to extend the right of inspection and examination of the records to abstracters and insurers of titles. This later trend seems to have resulted from a recognition of the beneficial services which abstract and title insurance companies have rendered to the public, and also from the fact that fears of early judges that the records would be monopolized by abstract companies were largely groundless. This later tendency has led the courts to overrule prior well-considered decisions.

The law in Wisconsin is quite well settled. In the case of *Hanson* v. *Eichstaedt* (1887) 69 Wis. 538, 35 N.W. 30, the court held that any person is entitled to examine and copy the records in the office of the register of deeds, for use in making private abstract books, and that this right is not limited to lands in which such person or his clients are pecuniarily interested. In the case of *Rock County* v. *Weirick* (1910) 143 Wis. 500, 128 N.W. 94, the court held that a set of abstract books compiled and installed by the county and kept in the register's office were not mere literary property of the county, but became a part of the public records of the register's office, which any person had a right to copy, even for the purpose of making a rival set of abstract books.

Perhaps the leading case in the country is *Atlanta Title and Trust Company* v. *Tidwell*, (1931) 173 Ga. 499, 160 S.E. 620, 80 A.L.R., 735 to 760, contains a thorough discussion of this case and the matter of permitting a title company to occupy space in the court house without the payment of rent and also the matter of permitting a title company to abstract the records before any other person is permitted to examine them, without payment of an examination fee when the aid of the clerk is required. Many cases are cited in this discussion and the court there held that the matter is under the control of the officer in charge, who in that case was the clerk of the superior court of Fulton County. An exhaustive note on the rights of abstracters and insurer of titles in public offices is appended to this discussion at pages 760 to 784 of 80 A.L.R.

In 1918 the Supreme Court of Tennessee held that Shelby County had no power to charge rent for the use of space which the register of deeds in his discretion had permitted an abstract company to occupy; the ground of the decision in this case being that the county authorities were without power to lease any part of the court house for private purposes. The case cited here is *Shelby County* v. *Memphis Abstract Co.*, 140 Tenn. 74, 203 S.W. 339.

There have been two recent cases involving the question, namely: *Logan* v. *Mississippi Abstract Co.*, 200 So. 716 (Miss. 1941) and *Tobin* v. *Knaggs*, 107 S.W. 2nd 677 (Tex. 1937), in both of which the abstract company was granted a writ of mandamus to compel the clerk to permit the company to operate a photostatic machine in his office.

In view of the fact that the right of inspection of the public records is dependent upon the construction given to the statute in the particular jurisdiction, it is difficult to state what the "weight of authority" is, but the trend of recent cases certainly seems to be strongly in favor of the title man.

Obligations

Whatever rights and privileges the abstracter and insurer of titles have in public offices, the exercise of such rights is, nevertheless, subject to any reasonable rules and regulations which the clerk or register may in his discretion prescribe. This obligation is expressly stated in the statutes of many states, and the same thought is expressed in most of the cases cited herein. It means that anyone entering a public office must do so during the usual hours of business and he is under the reasonable supervision and control of the clerk or register. Jim Sheridan wrote me about one instance he ran across in his travels. It seems there was trouble because the employees of one of our companies tried to keep the books out of the vaults after working hours without even making arrangements with the custodian of the records. Jim wrote about another case where the register of deeds complained about an employee of an abstract company who liked to chew tobacco but who was somewhat inaccurate in his aims at the cuspidor.

Value of Public Relations

Considerable space in this paper has already been devoted to an attempt to state the trend of the law on this question; and to bring out the surprising fact that the matter has been litigated in our courts literally hundreds of times. But it is my belief that knowing your legal rights is of lesser importance than the building of pleasant relations with those groups engaged in allied industries and professions, including in a case of this kind, the county officials themselves. The wisdom and value of building and maintaining such relations cannot be stressed too strongly. Think of the time and study and legal costs you can save, if by being able to call upon and receive aggressive support from those who purchase and use your services, you can kill an attack or proposal like this before it is carried to court, and as happened in Milwaukee, even before the matter is carried beyond the first hearing. Desirable relations with the lawyer, the realtor, the building and loan man, the mortgage man and the public officials cannot be created over night, but you might be surprised at how much you can accomplish inside of a year. Such relations cannot be built and maintained by one executive, nor by two or three people. The best executive too often is not the best dispenser of good will—often he is not even a good one. The good executive should first know his business from A to Z and he should constantly keep tab on the quality of the product his organization puts out, to see that the public is not gyped. The chances are, his personality, crowded and pushed as he is in these days, actually repels some customers. But your organization has other people and every personality attacts some people.

Perhaps a brief sketch of the good will activities we maintain in Milwaukee will disclose something new and useful to you. We of course advertise in all bulletins put out by the state and local Bar, and a choice cover spot is almost invariably reserved for us. We advertise in the realtor weekly bulletin and in the building and loan and other publications. Christmas presents of cigars, cigarettes and candy are sent each year to each county and city official and to many lesser clerks. Lawyers from our organization are present at every state and local bar meeting.

We are asked — and we like to be asked — if we care to donate door prizes at various Bar and Realtor dinners and other meetings. We set up the beer at many picnics, especially at the Real Estate Board regular picnic and the Realtor bowling league picnic. These fellows are mostly native Milwaukeeans and believe me, they like their beer. We get real publicity out of that. We sponsor a bowling team in the Realtor bowling league. I bowl with our boys, not because of a high scoring average, but rather to hold the team score down so as not to win too many games. These are just some of the things we get into.

We maintain a verbal ownership report service without charge and as our plant indices, maps and records are superior to those maintained in public offices, this service is used extensively. In fact, county and city planning employees and particularly county and city tax departments, use our records in compiling their files. These departments have one or more employees working in our offices constantly and we provide desks, chairs and space for them. County and city officials so eloquently pleaded our case at the hearing before the Building and Grounds Committee on June 16 that the chief spokesman for the committee expressed the opinion that in spite of the rent-free space granted to abstract companies in the court house, actually the county was getting the best end of the deal.

Avoid Litigation

Right here I would like to concur with what I believe to be the opinion of your national officers and a majority of our members; that is, whenever possible it is better to avoid litigation especially when we run up against such power as is carried by the Bar. I refer particularly to the many cases of unauthorized practice of law which have

come up recently. The July, August and September, 1944, bulletin published by the American Bar Association Committee on Unauthorized Practice of Law contains a report on the recent Texas title company case. This bulletin also contains a report on the Declaration of Principles between the Rochester New York Bar Association and the title companies operating in Rochester. This latter report states the respective rights of attorneys and the title companies, and the interdependence of each group upon the other is declared and recognized; the essentiality of harmony between the two groups is emphasized, not only for their own welfare but also for the safety and benefit of the public.

The entire contents of this paper can be stated in a few words. The abstract and title man does have legal rights to use and copy the public records and to occupy space in public offices, and the trend of recent court decisions appears to be strongly in his favor, but it would appear that when such rights are opposed he will do better, in less time and with less costs, by using the avenues of good will and diplomacy.

Foreign Decrees of Divorce and Effects on Title to Real Property

JAMES R. FORD

Executive Vice-President, Security Title & Guaranty Co.

Los Angeles, California

Chairman Jack and gentlemen: I hope that I may make some of you gentlemen just as comfortable as I am at the present moment because I have a little announcement I want to make before I start my discussion. By way of explanation, I received a letter from Jack last August telling me that I had been appointed to lead a discussion on the effect of foreign decrees of divorce on real estate, and that, of course, conjured to my imagination the fact that there would be others who were going to assist. I replied, after some hesitation, accepting the assignment, and asked Jack if he would advise me just who the other parties were that were going to assist on this forum. He replied that he was sending a copy of his letter to those whom he was asking to assist.

That, of course, gave me a great deal of confidence, knowing that I was going to have all you gentlemen to assist me here, because when I have finished what I have to say, if there are some questions from the floor, I want somebody to whom I can pass that ball fast. But, I was just a little dubious about this lineup when I contacted one or two of the fellows named and they looked at me in blank amazement. So I buttonholed Judge Oshe and I said, "You be sure and be there." I see he is here and I feel much better, I assure you.

Faith and Credit Clause

This discussion really turns on the good faith and credit clause of our Federal Constitution; Article IV, Section I, I believe it is. The purpose of this particular clause is really to harmonize the judgments between states; that is, that a judgment from one state will receive full force and effect in other states, provided, of course, that the state of the forum has jurisdiction and the proceedings had up to and including the judgment are in all respect regular.

As concerns divorces, this is particularly necessary for the reason that our several states have such a diversity of grounds by which divorce can be obtained. As a matter of fact, some states do not have any grounds at all. But it does create a problem that concerns us, and particularly as it concerns real estate, that decrees of a sister state have full force and effect in another state.

With that little explanation, I want to proceed with the research that I have given the subject.

In December, 1942, the Supreme Court of the United States, following its precedent of setting aside precedents, expressly overruled in the case of Williams vs. State of North Carolina, the earlier and often cited decision of Haddock vs. Haddock. The subject of these cases was the severance of marital ties and the phase of the matter that is of interest to us title men is the consideration we should give to the judgments of states other than the state in which we do business as to the status of persons who have owned, who own, or who are about to acquire property in our particular state. For example bigamous marriages may have interesting angles from social, criminal or other aspects, yet we do not want to have to enlarge the interstate ramifications of bigamy. Of course, possible bigamy is not the only consequence of divorces granted in Nevada or other states whose laws are liberal.

In my preparation for this discussion I could not help but notice the discussion of the social and moral phases of the subject and the public policy considerations. Reference to the consideration of morals involved in this case could be closed by noting that Justice Jackson closes his vigorous dissent with the sentence: "In any event I had supposed that our judicial responsibility is for the regularity of the law, not for the regularity of pedigrees."

Since we have lived under the rule of Haddock vs. Haddock for thirty-nine years, we should consider its rule so as better to understand the meaning of the new dispensation of Williams vs. North Carolina. Haddock married his wife in New York on June 4, 1868, and on the same day forever deserted her. One of the Justices in the Haddock case writes that there was not even a consummation, but what this justice had in mind by that statement, can never be reduced to anything but speculation.

Haddock finally settled in Connecticut and obtained a decree of divorce in that state in 1881. His divorce action purported to reach his wife by substituted service.

The wife commenced the action reported as Haddock vs. Haddock 31 years after the marriage and in this action the husband by way of answer pleaded the effect of his Connecticut decree and urged that the New York Court give full faith and credit to that decree.

Considering that the opinion of the court and the dissents are nearly thirty pages long, I was agreeably surprised to find that I can quote the whole Law Edition syllibus of this case by way of giving you the rule of the case which is that:

"The mere domicile within the state of one party to the marriage does not give the courts of that state jurisdiction to render a decree of divorce enforceable in all the other states by virtue of the full faith and credit clause of the Federal Constitution against a non-resident who did not appear and was only constructively served with notice of the pendency of the action."

That this case must have been of considerable concern to the Justices is evidenced by the opening sentence of Justice Holmes' dissent in which he said: "I do not suppose that civilization will come to an end whichever way this case is decided."

Next we consider the Williams case which came about by reason of the same primitive primeval desires that

brought Mr. and Mrs. Haddock together into an unconsummated marriage.

Williams married his first wife in North Carolina in 1916. One Hendrix married his wife in North Carolina in 1920. Hendrix worked in Williams' store. (29 SE 2d, 745).

By 1940 Williams and Mrs. Hendrix concluded that they were more properly suited for a joint matrimonial status than they were with their then spouses, and finding no comfort in the status of the law on divorce in North Carolina, journeyed to Las Vegas and there began the residence necessary to qualify them as persons able to file actions for divorce under Nevada's laws.

After Mrs. Hendrix and Mr. Williams completed sufficient residence at the Alamo Auto Court near Las Vegas, Nevada, and took other steps preliminary to the securing of decrees of divorce in Nevada, each secured the coveted decree. In one instance service was by publication and in the other, service was personal i.e., process was sent to a North Carolina sheriff for service.

On the day the decrees were granted, Williams and the former Mrs. Hendrix re-entered wedlock and thus locked, returned to North Carolina. Thereafter, possibly at the instance of one or both of the former spouses, Mr. and Mrs. Williams were indicted, tried and convicted for having committed the criminal offense of bigamous cohabitation. This activity is a criminal offense in North Carolina. At all times these defendants pleaded as a defense the Nevada decrees and urged that full force and effect be given to these decrees.

It did not appear that the North Carolina courts disputed the domicile of the defendants in Nevada, but so far as the trial of the case was concerned the United States Supreme Court noted that it was possible that the conviction was based on a refusal to accord full force and effect to the Nevada decree and since the verdict was general, it appeared to the majority of that court that the verdict should fall if one of the grounds upon which it was reached was not a proper ground upon which to base a conviction.

Therefore, the court proceeded to consider the conviction as having been based on an improper charge relative to the effect of the Nevada decree. The majority opinion noted that had the North Carolina court explored the question as to whether there was a bona fide domicile in Nevada and had made finding against such domicile the case would not have been before the court in its present form, if at all. Reference as to this last point was made to the case of Bell vs. Bell, decided by the U. S. Supreme Court in 1901.

The substance of the Bell case is that no valid divorce from the bond of matrimony can be decreed on constructive service by the courts of a state in which neither of the parties are domiciled. In this case the husband pleaded, in a New York court, a Pennsylvania decree of divorce. Under Pennsylvania law he had to be a resident of that state for a year preliminary to filing his divorce action. The New York court noted, with interest, that, ten weeks before the husband filed his Pennsylvania action he had filed a probate petition in New York, alleging that he was a resident of New York.

The Supreme Court, noting these matters in the record of the New York court stated that:

"Upon this record, therefore, the court in Pennsylvania had no jurisdiction of the husband's suit for divorce, because neither party had a domicile in Pennsylvania, and the decree of divorce was entitled to no faith and credit in New York or in any other state."

JAMES R. FORD

Executive Vice-President, Security Title Insuarnce & Guaranty Company

Los Angeles, California

In the Williams case the court said that if North Carolina had tried the case on the issue of whether or not a bona fide domicile had been acquired in Nevada—"We would have quite a different problem as Bell vs. Bell indicates."

It is obvious therefore that some questions remain open, even after the Williams vs. North Carolina case was decided. Recognition of these questions is noted, for example, in the decision of the New York Court of Appeals, In re Holmes, 291 N.Y. 261, 52 NE 2d 424; 150 ALR, 447, wherein the court said: "Until the Supreme Court of the United States decides the questions not reached in the Williams case, the exact scope and effect of the full faith and credit clause in relation to foreign divorce decrees remains to that extent without authoritative definition."

Now, we can ask, how have the courts of the various states reacted to the Williams case? In the decision last mentioned, the Holmes matter, the husband, a New York resident went to Nevada and secured a divorce and a new spouse. Forthwith the newlyweds returned to New York, to the very city where his prior spouse still resided. This last marriage occurred in 1937. In 1939, his former wife commenced a divorce action in New York against the man who is the central character, alleging that he was living in adulterous relationship with the woman he married in Reno. In this action, the new wife was not a party defendant or otherwise joined. Our man filed an answer, pleading his Nevada decree but practically everything was resolved against him except that the jurisdiction of the Nevada Court was not questioned or subjected to any findings, adverse or otherwise, and the New York court granted the plaintiff wife a decree which became final. At the time of this decree, Haddock vs. Haddock was the law of the land so the decree probably seemed sound to everyone but the husband and his Nevada wife.

Thereafter, the Nevada wife died and the present decision is the outgrowth of a contest for letters between the husband and other kin of the Nevada wife. Upon reaching New York's highest court the husband prevailed. The New York court considered the question as to the effect of the New York divorce decree on the Nevada wife and stated:

"If it is not conclusive in litigation between the husband and a person who was not a party to the divorce action, then we must give effect to the Nevada decree in accordance with the provisions of the Federal Constitution as now construed by the Supreme Court of the United States. The general rule applicable to proceedings in rem affecting a marital status has been formulated in the Restatement, by the American Law Institute, of the Law of Judgments, section 74:

"(1) In a proceeding in rem with respect to a status the judgment is conclusive upon all persons as to the existence of the status.

"(2) A judgment in such a proceeding will not bind anyone personally unless the court has jurisdiction over him, and it is not conclusive as to a fact upon which the judgment is based except between persons who have actually litigated the question of the existence of the fact."

The court went on to state that it found no support for the contention that the husband was estopped from again litigating the effect of the issues decided in the New York divorce action between himself and the first wife. The court noted that he didn't start that action and under the Haddock case he didn't in any event have a defense that would have helped him despite his having a Nevada decree based on bona fide compliance with Nevada's laws. Therefore, the court said, since the N. Y.

divorce decree was not binding on him, and since there was no proof that he was not domiciled in Nevada when he sought and obtained a divorce in that state:

"We must apply the rule long authoritatively established by the Supreme Court of the United States: 'There can be no doubt that if full faith and credit were denied by a judgment rendered in another state upon a suggestion of want of jurisdiction, without evidence to warrant the finding, this court would enforce the constitutional requirement.' "

The court concluded its opinion with this statement:

"Instinct in these and other decisions of this court is the rule that the foreign judgment of divorce will be given full force and effect as a judgment in rem dissolving the marriage of the plaintiff until impeached by evidence which establishes that the court had no jurisdiction over the res.

"That rule is in accord with the great weight of judicial authority in this country. A different rule has been applied in Massachusetts and perhaps some other jurisdictions, to foreign decrees of divorce, but academic authority as well as the weight of judicial authority is opposed to the exclusion of foreign judgments of divorce from the benefit of the presumption of validity generally accorded to judgments of courts of general jurisdiction. . . . The courts of this State have not refused to apply to judgments of divorce that general presumption."

Upon reference to digests of cases reported in various states, wherein this subject has been involved, I find a general and prevailing trend to follow the rule of the Williams case. The courts of some states appear reluctant to follow the Williams case and preserve the right to discuss and as far as possible apply the prevailing policies of such states relative to the marital status of its residents. With this attitude prevailing in some states, you will find the Williams case narrowly construed in those states. North Carolina is a good example, and by the way our central characters, Mr. Williams and his Nevada wife are still unable to enjoy all the fruits and joys of a Nevada decree in North Carolina. I can't think off hand of an apt quotation about the course of status of true love, but in any event the love life of these parties has been subjected to an unusual amount of attention by their home state.

You will recall that their conviction for bigamous cohabitation was reversed because the state refused to give full faith and credit to the Nevada decree. But you will recall that the Supreme Court said that if the state explored the jurisdictional foundation of the Nevada decree, that would be another matter. Well, North Carolina, abiding by the decision of the Supreme Court, but also taking a cue from that court's decision, raised the issue as to the bona fide domicile of Mr. Williams and Mrs. Hendrix in Nevada, when the case was remanded for trial. Under instructions designed to test the Nevada domicile and its good faith and the intentions of the parties, convictions followed.

With reference to these convictions the Supreme Court of North Carolina, on April 12, 1944, in a decision reported in 29 SE 2nd, 744, noted the statement of Justice Douglas of the U. S. Supreme Court to the effect "If the case had been tried and submitted on that issue (domicile) only, we would have quite a different problem as Bell vs. Bell indicates" . . . and then concluded as follows: "From a legal standpoint it all comes to this: On the first appeal the state relied on the case of Haddock vs. Haddock. We were reminded to follow that case. It was overruled by the Supreme Court of the United States. The State now relies on the case of Bell vs. Bell. We are disposed to follow this case."

All of this leads up to the occasion of my summary and comments on these cases, i.e., as title men what problems and what risks do we see in the confused and sometimes uncertain marital status of person who are in, going out or coming into the title to land in our fields of operation. For example, in my state, California, we probably have a rather high percentage of persons believing themselves legally free of former spouses by reason of the certified copy of a Nevada decree of divorce that their lawyers mailed to them. Nevada's hotels, apartments and auto courts are only a few hours away from most of California. If you are anxious to acquire a new spouse, a six weeks' wait is a lot shorter than one year and besides Nevada hasn't failed to consider its entertainment responsibilities to these visitors who are distraught over their unhappy marriages.

What do we do about these Nevada divorces? Well, when we do find that one or more of the parties to a particular transaction lost a spouse by means of a Nevada decree, we generally give the matter no thought. I don't mean to say that circumstances could not arise that would warrant inquiry as to the rights of several persons by reason of two or more marriage ceremonies, but my company has not had any unfavorable experiences. I think that in most instances spouses who have decided to part by means of a Nevada decree, but who have property—settle property matters by agreement and thus determine for each spouse the status of presently owned property and after-acquired property.

Crouch vs. Crouch

As a matter of interest, just before I was leaving Los Angeles, I was handed an advance sheet, I think from our Appelate Court, in the case of Crouch vs. Crouch, which is the first case that I could find in California that turned on this question, and it followed the rule of Bell vs. Bell.

I also noticed, just as I was leaving, a Delaware case:

Wilmington, Del.
Oct. 3 (CCNS)

Delaware's Superior Court has ruled that a Reno divorce won for a cause which occurred in Delaware is invalid in this state.

Handed Down by Chief Justice Daniel J. Layton and Judge Richard S. Rodney, the opinion cited Delaware statutes which state: "If any habitant of this state shall go into another state, territory, or country in order to obtain a divorce for a cause which occurred in this state, or for a cause which is not ground for divorce under the laws of this state, a decree so obtained shall be of no force or effect in this state."

The Superior Court judges commented: "Whether legal restrictions on human desires imposed by traditional religious and social creeds are wise, whether the enlarged and pragmatical view held by some with respect to facile dissolution of the marriage tie requires a greater tolerance of foreign decrees of divorce obtained by domiciliaries of this state are matters within the competency of the Legislature to determine; and where the Legislature has seen fit to declare a strict public policy in this regard, it is not within the power of the court to whittle it away by decision."

The opinion was given in an appeal from a decree of distribution entered by the Orphans' Court. The lower court also had held the Reno divorce involved was invalid. Although finding this was correct, the Superior Court reversed the lower court's decree for other reasons in a complex case involving the administration of the estates of the divorced parties.

MR. FORD: In the course of my research, I also came across a statement to the effect that the governors of our several states in some of their conferences have discussed the desirability of having divorce laws made a matter of federal statute rather than reserving to the states the right to make their own laws on the subject. The reason for that being the moral issue raised by invalid decrees of foreign states.

Gentlemen, I have tried to review for you the rule as I find it as it relates to foreign decrees of divorce and the effect that they have in the various states.

I think from what I have said to you that you will agree that since the state of North Carolina has taken its cue from Justice Douglas' opinion in the case of Williams vs. North Carolina and tried the case on the question of domicile, that the question is wide open again and we will have nothing to rely upon perhaps until that question again goes to the Supreme Court. If the Supreme Court follows that pronouncement in that case, by the dicta as stated, I think it is safe to assume that the question of domicile is going to be the governing factor in giving full faith and credit to a decree of divorce had in another state.

Discussion

Now at this point, I presume, Chairman Jack, that it was your intention that the audience would be sufficiently numbed and that perhaps there might be someone who would like to have the opportunity to stretch, and taking advantage of that opportunity, get up and say something abou an experience in their particular state or, as a matter of fact, any state, just so long as you confine it to this divorce business. Am I right?

CHAIRMAN O'DOWD: Always.

MR. FORD: Now, I don't want you for a moment to feel that you are going to be able to stand up and fire some questions at me expecting to get an answer. I am going to ask others what they think about it. With that understanding, has anyone a question?

Judge Oshe, have you anything to offer in connection with this subject?

JUDGE OSHE: Mr. Ford, I think that you have covered the territory very well and your ideas fit in exactly with ours and the practice in our office. In fact, we had a case, we have had it for many, many years in Illinois, Lind vs. Santell, that goes to the effect that substituted service beyond state lines in a foreign divorce does not give the court jurisdiction.

Of course, the theory that case is based on is that since the court, that is the foreign court where the decree is rendered, never had any jurisdiction over the marital status of the parties that it has no authority to send its service beyond the confines of that state to bring in the party over which it at no time had any jurisdiction. Like the case you just spoke of, since Williams vs. North Carolina, our local Supreme Court has also taken the position that it is still a matter of jurisdiction, even though you have that decree.

I agree also heartily with your statement that we have been very fortunate inasmuch as we do not simply take a copy of that decree which they send the complainant on the same being granted. We ask for a complete transcript of the proceedings. We are always very, very much interested in determining whether both the parties were personally before the court. When I say that we have been fortunate, following your idea, we always inquire whether there has been a property settlement, and in most cases, we find a property settlement.

Again, I agree that we are just as badly off as we were before we had the North Carolina case.

MR. FORD: Thank you Judge Oshe. Mr. Gill, have you anything to add to this discussion?

MR. McCUNE GILL: I think it is another excellent reason why people should get title insurance. Speaking about Los Angeles, I am speaking about how to sell title insurance.

I also marvel at the fact, which is somewhat reassuring but makes us lawyers rather useless sometimes, that there are so many pitfalls in title insurance and we fall into so few of them. I dare say that we have had instances of thousands of divorce cases and hundreds of foreign divorce cases, and we have never had any losses at all. I don't know whether it is because the divorce lawyers know so little or we are just so lucky.

I think your discussion was very able and we are all going to read it when it is printed and then we are going to tell everybody that they have to have title insurance because it is a very dangerous subject.

MR. FORD: Tom Morton, do you have anything to say on this subject?

MR. TOM MORTON: Not a thing, Judge. We, like everybody else, I think, have been treating those Nevada decrees without any particular attention, but we have not suffered any loss as a result thereof.

Statement of Identity

MR. FORD: I might say in California in quite a few of the companies we have what we call a statement of identity, and that statement of identity is gathering in its popularity as far as we are concerned more and more. One of the questions asked in that statement of identity is whether or not either or any of the parties to a transaction have been divorced, if so, when and where. I think perhaps if we were involved in a large liability and had no particular knowledge of the party with whom we were dealing, and if they stated in the statement of identity that within a year or two they had obtained a decree of divorce in Nevada, I am of the opinion that discretion would dictate that it would be good business, at least, to inquire into the question of whether or not a property settlement agreement had been had.

MR. E. M. WEAVER (Newark, N. J.): Do your policies in California show the marketability?

MR. FORD: Yes, they do.

MR. WEAVER: How would that affect the marketability of title? You insure Mr. A's title, who has been divorced, and later on he sold the property to someone else and refused to take the title because of that.

Constructive Notice

MR. FORD: Fortunately in California in our policies we have a provision in which I think we would have some protection, and that is the question of constructive notice. Now, decrees in divorce matters, the same as any other decrees, technically should be recorded in the county wherein the property is situated if we are going to have notice of the question that you raised, which would in turn subject us to liability by reason of marketability.

Marketability

MR. WEAVER: Would you make an exception of marketability?

MR. FORD: We don't make an exception of marketability. We might. I wouldn't want to state definitely that that would be the case, but I am just making that statement offhand.

MR. WEAVER: A case of insuring a title coming through a divorce to Mr. ..A." He comes to sell the property later on, and the contract purchaser refuses to take title because of marketability.

MR. WEAVER: I had the question come up to consider the insurability of a title of that nature. It was rather amusing. It had been passed by some very able attorneys and both parties had remarried and had children, but the new purchaser was getting a loan and the attorneys for the litigant refused to take the title because of that quesion, the marketable question.

MR. E. T. DWYER (Portland, Oregon): Just to make McCune Gill feel as though he earned his money, I will have to admit we had a Nevada decree dumped over on us. Not only did they set the decree aside, but they gave the wife a dower interest in the property the same as the spouse, $7,000.

MR. HUGH PATTON (Pittsburgh, Pennsylvania): I don't believe you called attention to the fact that the second Williams case as well as the case from Pennsylvania has been reargued before the Supreme Court.

MR. FORD: Of the United States?

MR. PATTON: The United States, the case of Essenwein vs. Essenwein, which Pennsylvania refused to call the Williams case. It was first argued, I think, in late September and following that immediately, the second Williams case was reargued.

MR. FORD: I didn't have that information. Thank you very much.

MR. PAUL WILKINSON (Baltimore, Maryland): We have never had anything on it, but I was just thinking in reference to the gentleman's comments on his case where the title had been defined in a case where both the husband and wife had remarried and had children. Certainly it would seem to me in a case of that kind that a person couldn't claim dower after either she had remarried or he had remarried, and the point he raises there seems to me to be one of extreme technicality that couldn't at all be established. If a woman had remarried she certainly couldn't then come in and claim dower in the previous husband's property.

MR. FORD: Mr. Johns, you are sitting there rather comfortably. Do you have anything to add to this discussion?

MR. J. S. JOHNS (Pendleton, Ore-

gon): No, we have taken chances in spite of Ed Dwyer's loss.

MR. ADAMS: Mr. Chairman, I would like to get a little further information about the case you speak of, title in the husband and the wife. Now, the two spouses who were later remarried were joint on that deed, is that right?

MR. WEAVER: Well, as I recall, the circumstances were these. When the first marriage occurred, the father of the bride gave her this wonderful home. They lived together for a few years and then one of them, I think the husband, went to Reno and got a divorce.

MR. ADAMS: Do I understand you correctly that the first wife remarried?

MR. WEAVER: Yes.

MR. ADAMS: You mean to say the title was rejected on the question of marketability that she might have a dower.

MR. WEAVER: No. I can't remember all the facts of the case, it has been three or four years ago.

MR. ADAMS: Who passed the title?

MR. WEAVER: A former examination passed on it. We didn't know whether we would insure and decided we would not because it came through the Reno divorce chain. In New Jersey we have a statute that makes a title coming through a divorce case, a divorce taken in another state on grounds that occurred in Jersey, still void and a title coming through that source is non-insured.

MR. ADAMS: Mr. Chairman, I may be somewhat numb or dumb, but I can't imagine any court sustaining the claim of a former wife for dower who has remarried. Has any such case ever risen?

MR. FORD: In my research, I didn't come across that question. I want to say to you that the research in the time I had for this paper was some two weeks along with my other work and I wasn't able to give it as complete a study as I would like to. I was depending on you gentlemen to help me out.

MR. ADAMS: In the discussion whether a title would be marketable where the husband and wife signed a deed, both having been previously married, I understood that the title was in the husband. Otherwise there could not be any question of either dower or homestead except in states where the wife has statutory homestead in her own property (as in Tennessee). This she may now convey as if a sale. So that in Tennessee that question of the validity of a divorce in a prior marriage would not be important. Such question might be important in other states where joint deed of the spouses of wife's property is required.

Our Apologies

When we make mistakes, we commit them with really important people. In **Title News** (Volume 24, No. 1, Page 13) we carried the photograph of Mr. W. R. Nethercut, of Milwaukee, a member of the Executive Committee of the Legal Section. Our copy stated that Mr. Nethercut is Assistant Counsel of the Mutual Life Insurance Company. Doubtless that firm would be quite willing to have a man of Mr. Nethercut's capacities. However, he was then and still is with the Northwestern Mutual Life Insurance Company, of Milwaukee, Wisconsin.

In the list of registrants at the Chicago (1944) conference, as far as we know, we only omitted three names — but what names and what individuals! We failed to carry the fact that Mr. A. W. Suelzer, then Chairman of the Abstracters Section, and now National Vice-President of the A.T.A., was present, accompanied by Mrs. Suelzer.

The "star" of the Abstracters Section was Mr. C. W. Dykins, President, Realty Abstract Company, Lewistown, Montana, and a member of the Board of Governors A.T.A. Yet we failed to show his name in the registration list. And we also failed to list that distinguished Texas attorney, V. C. McNamee of the Stewart Title Guaranty Co. in Fort Worth.

Our apologies to these distinguished gentlemen!

It's Good Business

WILLIAM GILL

Vice-President American-First Trust Co.
Oklahoma City, Oklahoma

Several weeks ago a mutual friend asked if I would appear before your convention and make some remarks similar to those made at the Midwinter Conference of the American Title Association in St. Louis last February—he must have known I never turn down an opportunity to appear in public—and the answer would be affirmative. What prompted the invitation was not revealed—I have about decided since most of the Illinois liquid refreshments are under the control of Oklahoma bootleggers, the shortage in your own state has become acute, it was thought advisable to make this a BYOL convention and I could be of some assistance. The invitation was not very clear as to the remarks I would be expected to repeat. If the gentleman had reference to some of the stories being swapped in the hotel room of a distinguished official of a large title and trust company of Chicago, then I can proceed no further since I notice a few gentlemen in the audience. (I have so far failed to find any of the ladies who attend title conventions objecting to the type of stories I tell.) (The men must not be offended). However, I will repeat an old, but rather excellent story I once heard regarding a traveling salesman who visited the place of habitation of an Arkansas farmer.

A traveling salesman stopped at Arkansas Farmer's House and inquired:

Salesman: Do you have a daughter?

The farmer said no.

The salesman said that's bad.

The farmer said that's good I have a son in the air corps.

The salesman said that's good.

Farmer said that's bad he was up 40,000 ft.—engine stopped.

Salesman said that's bad.

Farmer said that's good—there was a hay stack under him.

Salesman said that's good.

Farmer said that's bad—there was a pitchfork in the hay stack.

Salesman said that's bad.

Farmer said no that was good—he missed the pitchfork.

Salesman said that's good.

Farmer said no that was bad he smothered to death.

Salesman said that's bad.

Farmer said no it was good suppose he had been twins.

Salesman said that would have been bad.

Farmer said no that would have been good—he was an abstracter."

It's All Selling

For a few moments may I discuss seriously a matter, which for a subject could be called "It's Good Business" or "Serving the General Public Better" or even just plain "Public Relations." Pardon me please when I say for the past seven and one-half years it has been an "educating privilege" to serve as Chairman of the Public Relations Division of the Oklahoma City Chamber of Commerce. Therefore, it has been necessary to give the question of Public Relations considerable serious thought from a community standpoint. Doubtless, the same fundamental principles can be practiced in private business as in community business. Contrary to the belief of some, public relations in business is nothing mysterious—there is nothing secretive about it. After all Public Relations and salesmanship are almost synonymous. The public relations Division of a Chamber of Commerce is a "selling organization" within an organization. Call it what you wish—the desired result is to sell your community or your business to potential customers and keep present customers. Either is the art of dealing with people in such a manner that patronage will be gained. Please remember that a city or a business is not so much stone, concrete, wood or steel—both are flesh and blood—both are human beings—remove the human element from the business world and you have left a grave yard. Human beings are sensitive, therefore, it is important to handle each with thoughtful consideration.

WILLIAM GILL

Sometimes during the lifetime of any business, that business must appear before the Bar of Public Opinion—when that time comes our business will be convicted or acquitted—good public relations might "soften the verdict."

Public Approval

Production and the sale of a product is not sufficient. No matter how good our product or service may be, let us not overlook the importance of educating the public that it may have confidence in the system of enterprise that permits us to serve. Then too, there is a vast difference between acceptance and approval. They are two different things. The public may accept our service by necessity but not approve it. If we give the public full information regarding our product, perhaps it may be both accepted and approved. Information usually changes public opinion—private business could escape some of its grief and misery by keeping the public informed. We like the business we are in or most of us would not be in it. Any desirable changes should be brought about by private industry—private industry should continue to be alert, progressive, far-sighted, willing to give and take, keep the public well informed and educated on what is best—not for ourselves—but what is best for the public. What you and I may think isn't nearly so important as what the public thinks. Education can and will change public opinion. Failure on our part to "lead the way," I believe, is a dangerous position. Incidentally, some business concerns we do business with could use a little more of that pre-war courtesy we used to be used to.

Before I forget it I'll go back to the subject of "Public Relations" or "Serving the General Public—BETTER." I

asked a few of my good business friends to give me their definitions of "Public Relations." One said "An adequate attitude of service within an organization effectively conveyed to the people you serve or hope to serve." Another said "It's being good neighbors." One thought was, "Public Relations" is taking the newest and best in modern business and making them fit the folks confidently and comfortably—like an old shoe." A newspaper man said it was "treating the general public as you would treat a guest in your home."

With Themselves

One might say, borrowing the philosophy of a good cook, that public relations are to business what good icing is to a cake; it holds the layers together and whets the customer's appetite. In broader fields, the responsibilities of public relations are great in maintaining the spirit of public confidence in our American System of Free Enterprise. The tragedy is that "big business" went through too many years of losing the common touch. A prominent American says that "the sad truth is that leaders of industry have succeeded only too well in isolating themselves from everything except their own immediate world. Their daily associations are confined to men of equivalent position; they move in a narrow orbit from board rooms to offices and luncheon and golf clubs. Upon the public platform, they too often become tongue tied; while their contact with community affairs is usually in the form of checks, not in personal service. They are too busy to participate in any activity that lies outside of their particular interests."

I believe it is wrong to think of selling abstracts, certificate of titles, guaranteed titles or title insurance. The sale of our product is of secondary importance. What we should endeavor to sell is simply better service. After all, we are a service organization. It matters not how excellent that service may be, it can doubtless be improved. This might eliminate or reduce the liklihood of outside interference, complaint and criticism.

An executive once said—and correctly so—"The ability to deal with people is as purchasable a commodity as sugar or coffee, and I'll pay more for that ability than for any other under the sun." The ability to deal with people; to promote good will; to place ourselves and our business before the public in a better light; to serve the public better; those are worthwhile goals.

Please pardon what may seem to be an unwarranted criticism—but I believe many members of the American Title Association, State Title Associations, and individual titlemen and women, do not consider sufficiently the importance of public relations with respect to the title profession; at least that is a reasonable conclusion considering our apparent negligence.

Appearances

Good public relations or salesmanship includes the appearance of the office; the courtesy and neatness of the personnel; the manner in which you answer the phone; how you greet a customer; the neatness and promptness of your work; a cheerful hello; a handshake or a smile; the employees 'ability to concede that the "customer is always right," although the employee knows he is wrong and yet keep him satisfied; that is superb salesmanship. Incidentally, an honest to goodness smile is the most disarming weapon ever invented.

Our business is dependent largely on the good will of the public. To build that good will is not essentially a question of high priced advertising, campaigns or publicity stunts—it is a question of right thinking and action in the management of a business, so that it will anticipate the thinking of the public and at the same time conform to that thinking. A public relations program to be of value must definitely be a part of an organization. It cannot be a "front" or a lot of "hooey."

Education

I again stress the thought that our greatest problem is the lack of understanding and ignorance of the public concerning our business. Much of this could be eliminated if our National Association, State Associations and individual members would not only accept every opportunity, but seek invitations (or "butt in" if you wish to call it that) to appear before any and every type of gathering, definitely explaining what the title man and woman has to sell—what its costs may be and why it costs what it does. Surely we have no secrets. We represent a most important and necessary service group. Take from the business world all real estate transactions, and commerce, as we know it, would go into a tail spin. You and I know that everything is more or less dependent upon real estate transactions, and we make it possible for the realty world to revolve.

In recent years we have made some progress but there yet remains "thousands of acres of untilled soil to be cultivated."

Do you remember a few years ago the Abstracter's Section of the American Title Association sponsored a contest to determine the best talk given by a member before some public gathering—a few papers deserving wide circulation resulted—generally speaking, however, the contest was a "flop."

Speakers' Bureau

The National and State Title Associations could well afford to maintain a Speaker's Bureau for the purpose of furnishing speakers for National, Regional and State Meetings as well as gatherings in communities where local talent is not available. Then let the local "boys and girls" see to it that one speaker appears, annually, before one or more groups in each county of each state.

Keep this thought in mind—it's good business to cultivate the friendship of our officials—especially the law makers. With friends in the law making bodies there is less liklihood of ill advised or unwise legislation being enacted. You'll find a friend always more attentive than just a "mere acquaintance."

This convention makes the eleventh different State Title Association Meeting I have been privileged to attend. I enjoy hearing title people throughout the country discuss their problems—the title business has many vexing problems—that's what makes it fascinating. We think our customers are our biggest problems—maybe we should include those who are not our customers. Sometimes we are problems. Educate the customer—it might help a great deal. At least don't treat the customer the way you want to treat him, but the way "he likes to be treated." It doesn't matter too much if he is unreasonable as long as we keep his business and make a profit. We can't afford to be hot headed, too argumentive, blunt or sarcastic. It pays good dividends to take time out and explain what has to be done and how you do it. The average customer thinks the county records are a "mass of something down at the Court House"—he just doesn't know—you and I do know.

Is Your Office OK?

From the lowest to the highest paid employee there is a never ending opportunity to practice public relations and good salesmanship. Any business with a friendly, courteous, efficient personnel, with even a "meager financial responsibility" should be assured of at least reasonable success. Frequently a customer judges a company by the party with whom he comes in contact. One thoughtless "blunder" could easily lose a good customer. A short curt answer of a telephone, neglecting to give prompt service or failing to make a customer feel that his business is properly appreciated, is a business mistake. Certainly, you can't satisfy every customer. I believe, however, it's a rotten business policy to let any complaint and especially a price complaint, go unheeded. We deal with as many different kind of customers as there are human minds. Keep this one thought in mind—we have a service to sell and it takes net profits to buy bacon and beans.

Service-Free

Do we give too much free service—I do not know. That's a shop worn subject discussed at most title conventions. We cannot give away everything we have to sell; neither can we be "narrow minded" when considering what is

"free service." I do not know what it costs my company in dollars and cents to obtain a new customer. I do not know how many of our customers we retain by giving free information. I maintain, however, it's profitable to be bothered. It is doubtful if any of us lose much by giving free information. You must decide where the dividing line occurs. For one year we kept a record of every request for information and the name of the party furnished same. It cost about $1,500.00 per year to furnish "free information." We found that a major portion of such requests came from customers whose annual business was worth many times the cost. We also found that we eventually obtained a number of new customers to whom we had furnished "free information."

Regional Meetings

Quite frequently I hear the statement that "The American Title Association doesn't do anything for the abstracter." I know that such a statement is based on ignorance. I am frank to say the American Title Association does not serve its members as well as it could—for years I have tried to promote Regional meetings of Abstracters —similar meetings of real estate men, mortgage men, building and loan groups and attorneys have proven popular and successful. Oklahoma did finally succeed in persuading the American Title Association to sponsor a regional meeting of abstracters from the states of Colorado, New Mexico, Texas, Louisiana, Arkansas, Oklahoma, Missouri and Kansas. It was a well attended two-day conference; devoted almost entirely to a discussion of specific problems and questions—the subject matter was entirely practical and theories were discarded. I am convinced that similar meetings would prove successful in other sections of the United States. Some of you present attended the Oklahoma City Regional Conference—you know how popular it was.

For six years I was a member of the Board of Governors; for two years Chairman of the Abstracter's Section; then Vice President and later honored with the Presidency of the American Title Association. During that time I know of numerous instances, had it not been for the public relation work of the Executive Secretary, Jim Sheridan, as well as committees and officers, the abstracter's "throat would have been cut from ear to ear"—association members would not have been patronized and business would have gone to non-association members. Don't try and tell me that your National Association hasn't stood by the abstracters through thick and thin—I know better.

Financial

I am one of "the meek and lowly—one of God's chosen people"—I mean by that, my first love is the abstract business and it always will be. I repeat —the American Title Association has done and is still doing a lot for the abstracters. You probably belong to other trade organizations—I do—not only local and state but National. The dues I pay to those other organizations are higher than that paid the Title Association. Please keep this in mind—you can't make money without spending money. No association can do what it could do for its membership, unless it is adequately financed. The criticism I directed against the American Title Association awhile ago was unwarranted considering the limited funds at its disposal. Many of us have always felt the raising of additional necessary money by the "Sustaining Fund method" to be an abnominal practice. I do not in any particular agree with the principle of it. The measly amount of dues we pay for membership in both the State and National Association is wholly insufficient. By reason of this, it is now necessary for those who will do so, to make contributions to the Sustaining Fund and those who will not, take a "free ride," so to speak, on the shirt tail of those who are willing to pay for first class passage. If there is any criticism due the American Title Association it is because of its failure to let its membership know what a good job it is doing and then ask for a revised schedule of dues, which will permit a better job to be done. I realize my remarks will not meet with popular approval from some of our members. Certainly, no offense is meant, and it is an American privilege to agree or disagree. The Advertising value of the National Directory is many times in excess of the amount of annual dues we pay. We spend from $35.00 to $50.00 for one advertisement in a local newspaper—and yet for $25.00 we pay our State and National Association dues, get our name in the National Directory which goes to thousands and thousands potential customers and becomes a perpetual reminder that we can give title service in our community. The Advertising blotters cost about ¼ of what we formerly paid for blotter advertising. These blotters are a constant reminder to customers that we want them to keep on remembering us. It pays to keep your name constantly before the public and especially your customers. We never stand still in the business world. We go forward or in reverse or sometimes "sink." Proper advertising and public relations will help prevent the two latter. I believe the dues we pay, although wholly inadequate and not in keeping with the benefits received, bring us a substantial dividend on the amount invested. Until such a time as the members of the American Title Association see fit to revise the present dues schedule, we shall continue to make as liberal a contribution to the sustaining fund as possible. It is hoped that you will do likewise. I for one want to take The American Title Association out of the "Model T" class—there are many things which cannot be done on account of "No funds"—certainly, we are not a bunch of pampers—yet we have the lowest dues schedule of any similar trade association in existence. The title industry has a business reputation to sustain, and a name to protect—let us guard that reputation and good name as we would our most priceless possession.

Locally

In conclusion, may I suggest that we give more thought to the part we play in our community life. Do we support its churches and schools—its Chamber of Commerce or Civic Clubs. Are we interested in good government and the problems of the real estate dealers, loan men and attorneys. Are we among that large number of our members who are outstanding community leaders serving on war activity committees, Red Cross, YMCA, War Chest, Bond and similar fund raising campaigns. Frequently, an analysis of the part we play in the community life would be beneficial. I do not mean we should be the "whole show"—but if our passing on would cause no concern or no feeling of a community loss, we should take time out to try and determine just how we rate in our own back yard.

Our paramount job is to win the war. Hundreds of our members and employees are in the Armed Forces scattered throughout the world—on land —on sea and in the air. The home front is likewise important. May we forget our business long enough to consider one of the strongest appeals ever written to those of us who are holding the "home front line"—it is by Edwin Markham, a newspaper man, written after his enlistment in World War No. 1:

"I am an American soldier. I am a mother's son. I am the pride of a family and part of a home. I love my life as you love yours. I am a youth in years and experience in life, yet I am a gambler, betting the highest stakes that man can wager—my life. If I win, you win; if I lose, I have lost all. The loss is mine, not yours and there is a grieved mother, a saddened family and a broken home to which I can never return. I ask only for the Godspeed and support of my nation in return for laying upon the altar of my country my all. Will you bet your gold while I bet my blood? Will you hazard your wealth while I risk my life?"

That American soldier simply asks that we buy War Bonds and More War Bonds. May we the members of the title industry, recognize our obligations to those in the armed services, and dedicate ourselves to every effort on the home front, that those who are fighting for us may soon return to the full enjoyment of that democracy for which they are making every sacrifice.

I know you will do that—You Are Americans.

Thanks for listening.

Report of Legislative Committee

EDW. T. DWYER, *Chairman*

Executive Vice-President, Title and Trust Company, Portland, Oregon

Mr. Chairman, Gentlemen of the American Title Association, Guests and Friends: Your legislative committee found, upon investigation, that the legislatures of but eight states met in regular session during the year 1944. The District of Columbia is also numbered among those who believe that an even year is just as good as an odd one to keep its citizens in a state of jitters for the usual thirty or sixty day period.

We had high hopes after our appointment by President Tom, of bringing in a legislative report which would serve as a model for years to come, but whether because of the war or maybe because law making bodies have reached the conclusion that quality is most times preferable to quantity, our report has failed to reach the gargantuan proportions we had hoped for. Of those states which were saddled with a session, this year, we have a report but from four.

California

As an Oregonian, your chairman is supposed to be as jealous of the Californians as the rest of you, and he is. But since our esteemed President is a native son, let us forget our superiority for a moment and admit that the boys from the golden State do things in a big way.

Floyd Cerini, the genial Executive Secretary of the California Land Title Association, sent a booklet, if you please, in which was shown all laws passed by the regular session of 1943. This compilation contains 24 pages in rather fine print. In addition to showing all of the legislation in any manner touching real property or title insurance, it contains a most excellent index, and in addition a list of code sections affected by the legislation is appended.

We speak of this but for one reason, to try to induce all Presidents of State Associations to write for this compilation and use it as an argument in favor of what can be done when you have a real State association behind you.

Since the laws therein enumerated are mostly of the vintage of 1943, we shall take notice of but few. Your committee is not yet convinced that Mr. Cerini, being a Californian, took this method of having the legislative committees for both the years 1943 and 1944 take cognizance of the doings in his State, thereby getting two recognitions where but one is due.

Another reason for our seeming neglect is that California Title men don't need to be told at this late date what happened in Sacramento in 1943, and the rest of us, if really interested in what goes on in California, should by all means write for this compilation.

As Title men, you may be interested in knowing that the California Alien land law was strengthened and penalties thereunder were increased. Yet, we hazard a guess that the original law, based upon first hand information about the Yellow boys, was a far better law than stands on the statute books of most states today. First hand information comes in real handy every once in a while.

EDWARD T. DWYER

The California lawmakers think of everything. They even thought of exempting the owners of a property designated as Air Raid Shelter, from liability. Did your boys do a thing like that?

Building and Loan Associations may now reorganize in three manners, as set forth in a new law. Nowhere do we find any limitation on the number or methods of disorganization. Maybe, like the old adage, "There is nothing new under the Sun," it all comes back to three basic principles.

Cemeteries, you will be glad to learn, may now be abandoned. The manner for doing this is clearly set forth in a new statute. Your committee wonders whether the group from Los Angeles will be the first to file a petition to have San Francisco abandoned as such, or vice versa.

Copying Oregon, which has frequently been done by our sister State to the South, we find that photostating the records is now lawful and that such photostatic records may be used in evidence.

A new code of education was enacted. This no doubt was done to get a corner on the Quiz Kids, none of whom, so we are informed, now hail from that great state.

The Probate code came in for some needed enlargement. Most of the new legislation relates to the duties and obligations of Executors, Administrators and Guardians. In that State henceforth, those appointed to those positions of trust will have a clear cut idea of what is expected of them, we hope.

Section 102 of the Insurance Code was amended and the scope broadened to include title plants as a fire underwriter's risk. We have pondered the question and have reached no conclusion as to what the boys are waiting for now. It could of course be a forward looking step.

None of your committee admit knowing anything about taxes, State or Federal, but we must call your attention to some new sections, namely, Sections 12251-12264. Listen to this and deny the new deal influence. New sections 12251-12264 comprising a new Article 1, Chapter 3, Part 7, Provision 2 of the Revenue and Taxation Code, are amended to carry into effect the provision under Section 14 4/5 of Article XIII of the Constitution. To us it has the familiar ring of a WPB questionnaire. From it, we surmise that all income received, except interest and dividends, rents from real property, profits from the sale or other disposition of investments, and/or income from investments derived directly or indirectly from the use of title plants or title records is included in the basis of tax. We suggest that either Porter Bruck or Tom Morton, or better yet, both of them try to tell you about this choice bit.

Your chairman's blood boils when he thinks of all the advantages the Title men of California have over the rest of us in the matter of judgment liens. Still they are not yet satisfied. Hence, Section 688.1, an amendment which

provides in effect that the statute of limitations is suspended during the existence of the war, both as to alien subjects and citizens. Score again for the Bears. A citizen gets an even break.

A female now grows up in California and may insist on wearing slacks whether they become her or not, if 18 and married. Her status it seems is not changed, even though she doesn't stay put. The committee strongly recommends that other states use their own good judgment as to whether or not they want to go along with that one.

Moratorium relief is given to gold and silver mine operators. If interested, we refer you to Chapter 207. We doubt very much whether you will take the time to check this matter. We can assure you that the act is absolutely silent regarding the adoption of the gold standard.

The death of a donor under a new statute apparently doesn't "kill" a Power of Attorney. If may be assumed, we suppose, that the title companies had a hand in its enactment. The donor may be dead, drunk or crazy; dead drunk, crazy drunk, or drunk crazy, and if it is after May 13, 1943, and you are not aware of it, the green light is yours. Whoever was responsible for that law in our opinion, was neither dead, drunk nor crazy.

The McEnery act was broadened to include destruction of public records by enemy attack, or from any other cause. In its present shape, this act may now be broad enough to include an attack by competitors (if there were any such in the State of California).

Despite legislation looking toward strengthening tax titles, we are reliably informed that those who know are not yet convinced that they want to bet their money on the court upholding such titles.

A Trustee may now invest trust funds in every kind of property, real, personal and mixed, and to make any kind of investment which men of prudence, discretion and intelligence would purchase for their own account. Are you gentlemen wondering as did members of your committee whether the SEC lobbied against that one? And lastly, as far as California is concerned, one may now be born, die, and/or get married in that great state with less red tape than formerly. Section 10-600 Etseq takes care of that. We sincerely hope that those who take advantage of this new legislation won't act in haste and repent at leisure.

Kentucky

Our reporter from that great State informs us that for the first time since way before Franklin Delano Roosevelt, the Governor during the last session was a Republican. The legislature was predominently Democratic as is most likely not unusual in that State. Hence no pullee together. Result, no new laws to speak of. Boys, there's an idea. He does, however, report that the session of 1942 passed an act relating to sale of real property owned by persons under disability. They did such a good job of it that no one was able to interpret the law, so, to the 1944 session went the task of unraveling the mess. It is hoped that under the new law, they won't have to import any legal talent to determine what the lawmaking body of their state meant by the enactment.

Your reporter reports that the old statute of descent and distribution was victorious in a battle to change drastically its provisions. We are happy to report that the dower law as it existed before the 1944 session, still stands unscathed. We must preserve our dower laws at all costs, as most of the high toned states seem to have considered dower and courtesy antiquated, and enacted queer laws called community property laws in their stead. Oregon is ultra ultra as it passed a mongrel community property law in 1943 giving to its citizens a wide choice of land tenures. Dower, courtesy, tenancy by the entireties, tenancy in common, joint tenancy and, if the Oklahoma community property law stands up before the U. S. Supreme Court, we have what a title man might blushingly refer to as a Community Property Law. Lastly, by Senate bill 61, the legislature saw fit to re-enact Section 489 of the Code of Civil Procedure, which, by the way, seems to have had but a short run for it was originally enacted as late as 1942. It is now to be hoped that that state has ample legislation to permit the sale of Real Estate of infants and persons of unsound mind.

Michigan

But one bill was reported to our committee from the State of Michigan, which held a special session. This was an act passed due to the destruction by fire of the court house in Montmorency County. Under the new law, the prosecuting attorney of the county, when directed by the board of supervisors, may now file a bill in chancery on behalf of the people of the county to determine and quiet title. This no doubt is either copied from or based upon the McEnery act passed by the California legislature after the San Francisco fire. The Californians would be free to admit that it falls far short of their act.

Mississippi

Our member, Mr. O. B. Taylor of Jackson, writes "Not a single statute was enacted by the Mississippi legislature in its 1944 session, affecting either title insurance or abstract companies." Why can't the rest of us be as fortunate just once?

Missouri

McCune Gill, despite his youthful look, apparently wasn't born yesterday. He had nothing to report as the legislature of his state doesn't meet until 1945. Yet, following the method pursued by another state which seems to delight in keeping its name before the public, he writes "Many years ago, to the Colorado Rockies went people from all of the Eastern States, seeking gold. Rumors of finds, (mostly false), were of common occurrence. One group of prospectors, from Missouri, are said to have greeted any new rumor with the now famous, "You'll have to show me, I'm from Missouri." Finally the Missourians themselves struck a rich vein, and, anticipating a skeptical reception of the news by their neighbors, sent this message, "Now we can show you." Which brings us to the performance of the Missouri Legislature in 1943. Nobody ever thought it would happen, but we can "show you" that our Legislature has actually passed a very fine and up to date 43 page code of Civil Procedure, and then, for good measure, an equally fine and up to date 81 page Corporation Code." Could this be the beginning of a contest?

New York

Your committee felt sure that New York would take advantage of California's absence from the legislative list this year and give us the "works." But Sedgewick Clark missed a golden opportunity and failed to produce, even in spite of the best pleas we were able to make. We sincerely hope that opportunity will make an exception in his case and knock again.

New Jersey

We are indeed happy to report that the voters of New Jersey will be given an opportunity this November to ratify a new constitution. We look forward with interest to the results, for the committee is not unmindful that there are a great many people in this Country who think that the legislature did a vain thing, as after all, a constitution isn't necessary. Our member from New Jersey points out that the constitution of 1884 is somewhat antiquated, because the legislatures from the past two decades have been adding commission upon commission, agency upon agency and bureau upon bureau. Here may be proof that the new deal isn't original in its thinking after all.

This State is one of the first to create a State Commission on post war economic welfare. The members are to serve without compensation, however, so it may well be that this commission won't get going until after some of the dollar a year men start looking for employment.

Rehabilitation of blighted areas is authorized by Chapter 169, laws of 1944. This act authorizes the creation of corporations to acquire land in blighted urban areas, prepare plans, erect modern housing upon it, free land from assessment for a period of years and authorizes State banks, insurance companies and Savings and Loan Asso-

ciations to purchase stock. This law, at first glance at least, has the earmarks of laying the ground work for the State going into competition with a certain agency of the Federal Government, which a few years ago, wanted everything we had in our shop for half price. We hope the State agency is more considerate of the title people. It is possible that we may yet find the several States taking the cue from the master and yet succeed in regaining at least a small part of their original right to do business.

The life of the National Defense Housing project was extended until the termination of the present wars. Is that news?

A law, which in your reporter's opinion has merit, is Chapter 21, which provides that in the case of a testator dying while in the Armed Forces, and the subscribing witnesses to the Will are dead, incapacitated, or non-residents, that the signature of the testator may be proved by any two persons. Chapter 109, provides that Executors, within 60 days are required to notify all beneficiaries in writing that the Will has been probated and the date and place of probate.

The East is gradually catching up with the West, for we find that the photostatic process is recognized in Chapter 36. Oregon has been photostating its records since 1931. Chapter 130 of the laws of 1944 relates to the lien imposed upon real estate for the debts of the deceased. Our correspondent informs us that a word of explanation is necessary. He goes on to say, "For many years our statute has provided that decedent's debts were a lien upon real estate for the space of one year. However, many title insurance companies and a great many very learned lawyers have inclined to the view that if the Will directed the Executor to pay debts and gave him power of sale of real estate, then upon the sale of land by said Executor under said power the decedent's debts were no longer a lien upon the lands but that the lien followed the fund. On the other hand, many title insurance companies have always made a standard exception in Schedule B of the lien of decedent's debts for the space of a year after the death of the decedent. Someone prepared a bill and had it passed by the Legislature this year providing if the Executor had Power of Sale, and made sale of lands within a year of the death of the decedent, and reported said sale to the Orphan's Court and secured confirmation thereof by Court Order, then the real estate so sold should be no longer liable for the payment of debts of the decedent. The act is so drawn, however, that the only way in which a title company can remove the exception will be to require the Executor to report the sale to the Orphan's Court and secure confirmation thereof. I talked to several members of the Legislature concerning this Act and they tell me that the Act was introduced and passed at the request of "a title company." Thus in our efforts to clear up what seems to be a debatable point of law, we have now fixed it so that every Title Company must make an exception of decedent's debts and must require the Executor to secure Court approval of his sale, thus throwing one more obstacle in the path of a marketable title."

A. B. WETHERINGTON

Member Board of Governors
Secretary, Title & Trust Company of Florida

Jacksonville, Fla.

Chapter 247, your Chairman strongly suspects, was copied bodily from the Oregon law of 1941. By this law, the date on which taxes become a lien is moved to January 1st of the year for which taxes are assessed. We sincerely hope that this new legislation will save as much argument as it has in Oregon.

Our reporter from New Jersey, Mr. Clinton Evans, calls particular attention to Chapter 27 of the laws of 1944. We quote him, "No discussion of legislation in New Jersey would be complete without a reference to Chapter 27 of the Laws of 1944 which is an Act concerning insurance, regulating the making and applying of insurance rates, and providing for the licensing of rating organizations, etc. This bill was introduced into the House of Assembly and the introductory statement said "the bill has the approval of the Commissioner of Banking and Insurance." The bill as presented and as passed by the House of Assembly provided, among other things, that it should not apply to title insurance. However, after the bill passed the Assembly and went before the Senate someone struck out the words "title insurance" from the list of exceptions and the bill was presented to the Senate, still purporting to have the approval of the Commissioner of Banking and Insurance. However, the Legislative Committee of the New Jersey Title Association was very much on the job and succeeded in restoring the status quo before the act was passed by the Senate. Otherwise we now would have a schedule rating organization to control title insurance rates."

Virginia

That great State which gave us so many good Presidents and Laurie Smith, seems to have had a field day. No less than 61 new laws were reported by our committee member, Mr. Raymond Lee.

The Commissioned Officers in the Military Service will be tickled to death no doubt to learn that they may still take acknowledgements for an additional period.

Clerks of certain courts have been given authority to appoint guardians for minors. This seems to have been the custom, however, as the Act validates appointments heretofore made by clerks.

Penalty and interest on certain taxes are abated as against persons in the Armed Forces.

Before the Act of 1944 they had a Prima facie Presumption where the writing, conveying or reserving rights in minerals, coal, etc., was made fifty years or more prior to the commencement of a suit to extinguish the right. The meanies cut this time down to 35 years. What, may we ask, is 15 years in the life of a lump of coal.

To all the members of the committee we extend our thanks. At the moment we can't say which members we wish to thank most. Those who made an attempt to furnish us material or those who didn't.

F. E. SULLIVAN

President, Montana Title Association
President, McCone County Title Co.

Circle, Montana

Time Charges for Abstracts

T. GERALD McSHANE

Attorney, The Guarantee Bond & Mortgage Co., Grand Rapids, Mich.

Ever since my first awareness of the nature of an abstract of title, I have been perplexed by the fact that the compensation received by the abstracter is based upon the number of entries which he shows in the chain of title. In addition to the per entry charge there is quite generally added a certificate fee. This latter fee, however, represents compensation for the responsibility assumed by the abstracter under his certificate and has no relation to the amount of effort expended or return on investment in his plant.

It is my purpose today to point out how illogical the per entry charge system actually is.

We often have the experience of having a customer ask for a rush order on an abstract with the encouraging remark that it is an easy job because there "aren't any entries to go on." Most abstracters smile knowingly and explain that we are sorry but that doesn't help us any at all. That we must make the search anyway which will require just as much time. After the third or fourth time the customer may be enlightened. But the thing we have failed to see is the twinkle in his eye. For if he is of the species called human he will realize that he is getting something for nothing. It is my firm belief that the art of abstracting has no relation to the art of copying. On the per entry charge basis we are being paid as copyists and our work as abstracters is going to our customers for just exactly nothing.

Years of Work

Now it may be objected that the foregoing comment does not apply to abstract plants that have their take off arranged by the card system where all of the instruments effecting any geographical area are immediately available; that is, where it is not necessary to build the chain of title after receiving an order for an abstract. It should be borne in mind though that in such plants it is necessary to build that chain by arranging the take off as it comes into the plant. And above all, it should be borne in mind that in all plants we are constantly making an investment in our take off; that is in the constant addition to our records. On the per entry charge basis we receive no compensation whatever on that investment. We are only paid for copying. An entry coming into the office twenty years before earns us no more money than the one that has been in the plant but two weeks previous to the certificate. In other words we do not receive any compensation in the way of interest on our previous investment when we base our compensation on a par entry basis.

Now to my mind, as far as the amount of work to be done is concerned, there is a closer relation between the number of years covered by the abstracter's search than there is to the number of entries that he finds while searching. This is particularly true of the tract index method of abstracting. In preparing a chain of title an abstracter is compelled to examine and reject countless numbers of entries for each entry shown in his chain of title. And the longer the period of search the more entries he is compelled to examine.

Now what can be done about it? To my mind the best solution is to retain

T. GERALD McSHANE

the per entry charge which can be justified as copying cost and to add to that a variable certificate fee. The minimum certificate fee would cover compensation for the responsibility assumed plus a search for a period of one or more years. All above the minimum would be based on yearly steps at a fixed amount for each additional year that is searched.

Now as a matter of fact none of the ideas above presented are new to the industry. Jim Sheridan in a recent bulletin on the subject asked for information from our members concerning this basis of charging and the response to his request showed the method to be in successful operation in a number of communities. It is apparent though that it is not in widespread use throughout the country and it is hoped that our discussion this morning may bring out some additional ideas concerning the merits or demerits of the plan.

One Charge for All

In addition to the combined per entry and certificate charge someone may some day be so bold as to make but one charge based entirely on the amount of time searched. Such a charge would have the attraction to the customer that it is simple and easy to compute. It would also act as a deterrent to some of the curbstoners who are tempted to pad an abstract with needless entries for the purpose of increasing the fee. In order to adopt such a plan it would of course be necessary to review past records to be sure that the charge made was sufficient to cover costs and insure a profit from operations, but I have no doubt but what such a charge method could be adapted to most of our offices with good results.

Discussion

MR. McSHANE: Now, in the words of Mr. Johnson—a little in reverse—I think that my bull is dead.

We have the letters that Jim received from throughout the country, and I perhaps should quote from those to give you the thoughts of some of the other members, and also some of Jim's thoughts.

For instance, in this letter, the writer states:

> "The more I think about this the more I am inclined to lean to the belief that we have complete justification for a step-up in the certificate charge, by reason of the length of time covered by said abstract.
>
> "It is said that real estate, taking the hundreds of thousands of parcels of land in the United States as the overall market for our merchandise, turns every seven years. You and I both well know that some parts of the property might turn a dozen times in seven years.
>
> "As against this, however, there is the situation where a piece of property may turn but once in a half-century of time.
>
> "In trying to argue the case from the standpoint of capital invested and speaking specifically and only to those recordings which have been reproduced by postings into our tract books, let us consider this angle and let us keep in mind the point I have stated of capital investment. . . ."

We have other letters which state they have had the plan in operation for a long period of time, find that it is very satisfactory, both from the income standpoint and from the standpoint of justification of the customer. I think it is more reasonable in the customer's mind if he knows that you have had to go through a twenty-year accumulation of records that he should pay a fee for that search—something in addition, rather, for that search—as compared with a 2, 3, or 5-year search.

No customer can very well argue with you on that fee system.

Here are some comments from another company:

"In this manner, therefore, our cost of plant maintenance is borne by the customer who must use more of our plant, or for whom we have maintained our plant for a greater number of years.

"The electric utility companies use much the same sort of a charge in what is known as their 'demand' charge."

"Stand By" Charge

In our area I think they call it a "stand-by" charge, which is recognized by most public service commissions in various states as being perfectly legitimate and fair. A charge is made by them to cover the cost of maintaining a service, available for a certain period of time, whether any actual current or consumption is used.

Are there any questions? Can we throw this out in the middle of the floor and kick it around a little?

Let me ask this question, which perhaps should have been asked in the first place, are there any members of the Association in the room now who have that type of charge system in effect in their companies, in their areas in which they operate?

MR. L. F. FISH (Madison, Wisconsin): We have a plan something like that. It isn't carried out on the per-year basis, but we do make a distinction in our certificate charge according to the length of time since the last continuation.

We charge a dollar and a half for our certificate if the abstract has been continued within the last two months. That is to take care of a closing situation.

Then we take abstracts from two months back to ten years for $3.50. And any abstract that hasn't been continued over ten years, or a new abstract from government is $5.00.

Of course, our certificate in our county does not include any name search. That is simply a fee which includes the tax search, and so on, and is the regular certificate that is usually charged for in such cases.

CHAIRMAN SUELZER: On what basis do you charge for your name search?

MR. FISH: Our name search isn't broken down to the customer, but it amounts to a breakdown of 25 cents per name for the search, for judgments —25 cents per name for the search for old liens—and in our county we have a search in the Federal Court for bankruptcies and Federal judgments, which is 25 cents a name. So, it is 75 cents a name.

CHAIRMAN SUELZER: Do you make separate items in your bill of the certificate charge and additional charges?

No Detailed Statement

MR. FISH: Not unless there is a demand for a detailed statement.

MR. McSHANE: Let me ask a further question: Are there any members in the room who make a charge for their tax histories based on the number of years searched in the tax records?

MR. C. B. HILLIS (Des Moines, Iowa): Our company makes a charge of 25 cents a year for the tax examination, and 50 cents for the current year.

It was the custom formerly to make a charge of 25 cents back to 1876, the year that taxes figured into it. Prior to that time they were declared unassailable, but by act of the legislature, taxes are now lien on real estate for more than three years.

I brought with me (and it is in my room) a very interesting statement of abstract charges in our county, which was made in 1884. At that time the charges for the judgment examinations amounted to $1.50 for each name, or rather for the first name, and a dollar for each additional name. It was 50 cents or a dollar for the first entry, and 50 cents for each additional entry; 25 cents a year for the taxes; and $1.50 minimum for a decree. At that time decrees were very briefly abstracted. There was no report made of the petitions, or other matters, as it became the custom for the attorneys to take the abstract and check it with the county records.

I believe also in that same schedule the courts, probate and other matters, were reported on at $2.00 a page.

The price for continuations at that same time was the same; the charges are the same for continuations as they are for original abstracts, except there is a charge of 50 cents for each open matter, such as an unsatisfied judgement or other lien or tax sale. In the earlier schedules, tax sales and special assessments were at 50 cents.

The present charges in our county follow out that same, original, idea. The judgment examination for the first name at this time is $2.50; and for the second name, a dollar.

Breaks

I did not state that in the original schedule adopted in 1884, we indicated a break in the chain of title, and the charge was a dollar and a half. That now is two dollars and a half, the idea being that any break in the chain or stray deed, or anything of that sort, would entail additional search and investigation in order to clarify it, which should entitle the abstracter to additional compensation.

We do not make a certificate fee in Polk County, (and I think Polk County is the only one in the state where we don't have a certificate fee), but we do make a separate number, and we charge for making an affirmative statement as to judgments in the United States courts, which is not included in the charge I indicated previously.

We also number and make a separate affirmative statement as to old age pension liens; income and retail sales laws; Federal and state liens; and all of the other statutory liens that relate to or would be a lien upon real estate.

It seems to me that it makes a fair charge for what we do, and it has worked satisfactorily.

MR. McSHANE: That's fine.

Are there any members in the room who have ever adopted this plan who have used it and then abandoned it? I mean this time certificate charge?

Open Items

MR. HILLIS: I want to state, however, the custom that has been prevalent in our county, of referring in the last continuation and reporting on unsatisfied or open items in the previous continuation, is very greatly appreciated by the lawyers. It makes it much easier for them to examine; and it is also very helpful to the abstracter in continuing it, because when an abstract is continued it is not necessary to look beyond the last abstract for any matter that needs to be reported. Otherwise, you would have to examine the entire abstract.

MR. CROSLEY: I think for over forty years, 43 years to be exact, I have attended annual meetings of our Iowa Abstracters' Association; and I think every year this subject has been up for discussion.

In speaking for myself, I have no rigid rule. I charge by the job—always have—with due consideration for the person who owns a cheap lot, or the farmer who owns a quarter or half-section of land. I sort of give them the benefit of that consideration.

My method of charging is quite similar to my mother's recipe for cranberry sauce—put in all the sugar your conscience will allow; then shut your eyes and put in some more.

CHAIRMAN SUELZER: I would, if I may, just like to add my own comment. It would seem to me that this is a subject to which we should, each of us, devote some thought, because it does seem obvious that our certificate charge should, in some way, reflect the additional amount of work that is required by protracted search, and also the additional liability that exists where the property certified to is much more valuable. In other words, you have your certificate covering a lot worth $250.00, and that doesn't have anywhere near as much potential liability in it as a certificate covering a piece of real estate that is worth a hundred thousand.

Similarly, your search from the point of view of time figures into the matter.

A search covering twenty years obviously requires much more time and involves much more liability than one that covers only two or three years.

I was very much surprised to find there are some few who have made this time element in their certificates effective. I was under the impression there were a great many more.

Is Russ Furr (of Indianapolis) in the room? I called for Russ Furr because I know that he has a blanket charge for his certificate, to which he then adds, according to the number of names certified to, according to the number of years covered, and various other items—all of which tends to bring his certificate sometimes as high as $20.00—just a certificate charge, in addition to his normal scheduled fees for the showing made.

Gerry McShane threw out one idea that I had never heard mentioned before, and that was to base your abstract fee entirely on the period of time covered, without any reference whatever to the showing, in the abstract. I had never heard of that before. Did you, Mac?

MR. McPHAIL: No.

MR. T. J. LLOYD (Pueblo, Colorado): I am more or less new in the abstract business. I have only been in it some four or five years. Prior to that time I followed accounting for a number of years.

We have a peculiar situation in my county regarding certificate charge as well as the entry charge. We certify and have a charge for that as well as the entry charge.

We also certify as to taxes. This past summer the tax situation was driven home pretty thoroughly to me, as to the amount of work that was involved in checking taxes, where you go back for twenty to thirty years in some abstract that had never been brought up to date for a period of twenty to thirty years. You would have to pull one of those large books out for each year, the way our system of taxation is arranged. When you pull a hundred to 120 books in four hours' time, you know you have done something.

We never made a separate charge per year, but I have been thinking very strongly, ever since that occurred, that there should be some way of making a charge for each year of taxes that you check and certify.

I am very pleased to get some ideas of what they are doing in other places.

Of course, I have to consider my competitor who doesn't belong either to the Colorado Title Association or the National Association. And in order to get the business I have to be guided more or less by what he does, because if I get my charges too high, then he is going to get the business and I won't.

Sustaining Fund Contributions—1944

The Board of Governors expresses to the members of the organization its deep appreciation to all who did their part and more to finance the Association by their generous contributions to our sustaining fund.
The Board of Governors further expresses its thanks to the ladies and gentlemen in all sections of the United States who assisted the Finance Committee by soliciting contributions in areas designated to them. This assistance made the drive for funds successful.

—Resolution adopted by the Board of Governors, American Title Association Mid-Winter Conference, Ohio, February 22, 1945.

ALABAMA

		Paid
Etowah Abstract Co.	Gadsden	$ 10.00
Title Guarantee & Trust Co.	Birmingham	25.00
Title Insurance Co.	Mobile	100.00

ARIZONA

Apache Abstract Co.	St. Johns	5.00
Arizona Title Guarantee & Trust Co.	Phoenix	100.00
Tucson Title Insurance Co.	Tuscon	200.00
Phoenix Title & Trust Co.	Phoenix	50.00
Title Ins. & Trust Co. of Yuma	Yuma	5.00

ARKANSAS

J. M. Henderson	De Witt	2.00
Geo. L. Clark	Stuttgart	5.00
Chicot County Abst. Co.	Lake Village	5.00
Columbia County Abst. Co.	Magnolia	1.00
Bryan Abst. Co.	Van Buren	5.00
Wynne Abst. Co.	Wynne	5.00
W. A. Moffett	Monticello	2.00
Adams Abst. Co.	Ozark	10.00
Miles D. Kinkhead	Hot Springs	5.00
Grant County Abst. Co.	Sheridan	3.00
Greene County Abst. Co.	Paragould	5.00
J. Elmo Young	Malvern	5.00
National Abst. & Ins. Co.	Ashdown	1.00
Lonoke Real Estate & Abst. Co.	Lonoke	12.50
W. P. Fletcher & Son	Lonoke	5.00
J. S. Miller Abst. Co.	Huntsville	1.00
Sanderson Abst. & Guaranty Co.	Texarkana	5.00
McKenzie Abst. & Realty Co.	Prescott	5.00
Perryville Abst. Co.	Perryville	3.50
Guaranty Abst. & Title Co.	Murfreesboro	15.00
Poinsett County Abst. Co.	Harrisburg	10.00
Saline County Abst. & Gty. Co.	Benton	10.00
Greer Abst. Co.	Fayetteville	10.00

CALIFORNIA

Alamadeda County-East Bay Title Ins. Co.	Oakland	100.00
Oakland Title Ins. & Gty. Co.	Oakland	75.00
Western Land Title Co.	Jackson	10.00
Oroville Title Co.	Oroville	10.00
Colusa County Title Co.	Colusa	10.00
Contra Costa County Title Co.	Martinez	30.00
Richmond Martinez Abst. & Title Co.	Martinez	15.00
Belcher Abst. & Title Co.	Eureka	100.00
Inyo County Abst. Co.	Independence	10.00
National Title Ins. Co.	Los Angeles	200.00
Security Title Ins. & Guar. Co.	Los Angeles	150.00
Title Ins. & Trust Co.	Los Angeles	725.00
Marin County Abst. Co.	San Rafael	10.00
Mendocino County Title Co.	Ukiah	10.00
Modoc County Title Co.	Alturas	10.00
Monterey County Title & Abst. Co.	Salinas	25.00
Salinas Title Guarantee Co.	Salinas	25.00
Napa County Title Co.	Napa	20.00
Abst. & Title Ins. Co.	Santa Ana	75.00
Union Title Ins. & Trust Co.	San Diego	100.00
Orange County Title Co.	Santa Ana	75.00
Fidelity Title Ins.	Sacramento	50.00
Pioneer Title Ins. & Trust Co.	San Bernardino	100.00
Southern Title & Trust Co.	San Diego	50.00
California Pacific Title Ins. Co.	San Francisco	225.00
City Title Ins. Co.	San Francisco	250.00
Northern Counties Title Ins. Co.	San Francisco	200.00
Title Ins. & Guaranty Co.	San Francisco	225.00
San Jose Abst. & Title Ins. Co.	San Jose	75.00
Riverside Title Co.	Riverside	100.00
San Mateo County Title Co.	Redwood City	50.00
California Pacific Title Co.	Santa Cruz	10.00
Shasta County Title Co.	Redding	25.00
Solano County Title Co.	Fairfield	10.00
Title Gty. Co. of Solano County	Fairfield	10.00
Sutter County Title Co.	Yuba City	10.00
Sonora Abst. & Title Co.	Sonora	10.00
Tehama County Title Co.	Red Bluff	15.00
Stockton Abst. & Title Co.	Stockton	7.00

COLORADO

Adams County Abst. Co.	Brighton	10.00
Alamosa Abst. Co.	Alamosa	3.50
Arapahoe County Abst. & Title Co.	Littleton	10.00
Bent County Abst. Co.	Las Animas	7.50
Boulder County Abst. of Title Co.	Boulder	10.00
Menke Abstract Co.	Conejos	3.00
Landon Abst. Co.	Denver	25.00
The Title Guaranty Co.	Denver	25.00
Record Abst. & Title Ins. Co.	Denver	50.00
Elbert County Abst. & Title Co.	Kiowa	10.00
Security Abst. & Title Co.	Colorado Springs	40.00
Garfield County Abst. Co.	Glenwood Springs	5.00
Grand County Abst. Co.	Hot Sulphur Springs	5.00
Jefferson County Abst. Co.	Golden	15.00
Kiowa County Abst. Co.	Eads	10.00
The Baker Abst. Co.	Burlington	10.00
Kit Carson County Abst. Co.	Burlington	10.00
Fort Collins Abst. Co.	Fort Collins	5.00
Hedlund Abst. Co.	Hugo	10.00
Platte Valley Title & Mtge. Co.	Sterling	5.00
Independent Abst. Co.	Grand Junction	10.00
Moffat County Abst. Co.	Craig	10.00
Montezuma Realty & Abst. Co.	Cortez	10.00
Montrose County Abst. Co.	Montrose	5.00
H. L. Boyd Agency	La Junta	10.00
Rathmell Ins. & Abst. Corp.	Ouray	5.00
Guaranty Abst. Co.	Lamar	5.00
The Pueblo Title Gty. Co.	Pueblo	10.00
Rio Blanco County Abst. Co.	Meeker	5.00
Rio Grande Abst. Co.	Del Norte	10.00
The Painter Abst. & Ins. Agency Co.	Telluride	5.00
Carl A. Kaiser	Breckenridge	5.00
Weld County Abst. & Inv. Co.	Greeley	25.00
Yuma County Abst. Co.	Wray	15.00

DISTRICT OF COLUMBIA

Washington Title Ins. Co.	Washington	100.00

FLORIDA

Abstract & Realty Co.	Gainesville	30.00
Alachua County Abst. Co.	Gainesville	25.00
Bay County Land & Abst. Co.	Panama City	25.00
Panama Title Corp	Panama City	25.00
Brevard Title & Abst. Co.	Titusville	25.00
Broward Abst. Corp.	Ft. Lauderdale	60.00
Lauderdale Abst. & Gty. Title Co.	Ft. Lauderdale	25.00
Punta Gorda Abst. Co.	Punta Gorda	25.00
Lake City Abst. & Title Co.	Lake City	25.00
American Title & Ins. Co.	Miami	100.00
Dade-Commonwealth Title Co.	Miami	100.00
Florida Title Co.	Miami	100.00
Land Title Co.	Miami	50.00
Miami Beach Abst. & Title Co.	Miami Beach	25.00
Miami Title & Abst. Co.	Miami	25.00
National Title Co.	Miami	340.00
Florida Title & Guaranty Co.	Jacksonville	100.00
Title & Trust Co. of Florida	Jacksonville	100.00
Flagler County Abst. Co.	Bunnell	10.00
Dodd & Dodd Abst. Co.	Apalachicola	25.00
Guaranty Title Co.	Tampa	100.00
Tampa Abst. & Title Ins. Co.	Tampa	100.00
Indian River County Abst. Co.	Vero Beach	25.00
Florida Land Title & Trust Co.	Marianna	10.00
United Abst. & Title Ins. Co.	Bradenton	10.00
Central Title & Trust Co.	Orlando	100.00
Central Title & Trust Co.	Orlando	25.00
Fidelity Title & Gty. Co.	Orlando	100.00
Atlantic Title Co.	West Palm Beach	50.00
Security Abst. & Ins. Co.	West Palm Beach	50.00
Pasco County Abst. Co.	Dade City	35.00
Guarantee Abst. Co.	St. Petersburg	30.00
West Coast Title Co.	St. Petersburg	50.00
Florida Southern Abst. & Title Co.	Winter Haven	50.00
Lakeland Abst. Co.	Lakeland	25.00
Guaranty Title Co. of Palatka	Palatka	25.00
St. Johns County Abst. Co.	St. Augustine	25.00
State Title & Abst. Co.	Sarasota	25.00
Abstract Corporation	DeLand	25.00

ILLINOIS

Illinois Title Association		100.00
Bond County Abst. & Title Co.	Greenville	10.00
Associated Abstract Co.	Champaign	10.00
Brents-Patterson Abst. Co.	Taylorville	25.00
Taylor Abst. Co.	Taylorville	10.00
Cole & Cole	Marshall	5.00
Chicago Title & Trust Co.	Chicago	625.00
Connor & Everhart	Toledo	5.00
DeKalb County Abst. Co.	Sycamore	25.00
DuPage Title Co.	Wheaton	25.00
Nelson Title Co.	Paris	20.00
T. D. Colyer	Albion	5.00
Burtschi Bros. & Co.	Vandalia	25.00
Dieckmann & Tedrick	Vandalia	10.00
Ford County Abst. Co.	Paxton	15.00
Fulton County Abst. Co.	Lewistown	30.00
Gallatin County Abst. & Title Co.	Shawneetown	5.00
Jackson County Abst. & Title Guar. Co.	Murphysboro	5.00
Jefferson County Abst. Co.	Mt. Vernon	5.00
Webb & Harriss	Mt. Vernon	5.00
Kankakee County Title & Trust Co.	Kankakee	10.00
Illinois Title Co.	Waukegan	25.00
Buchner & O'Toole	Ottawa	20.00
Leland & Wilson	Ottawa	10.00
Warner & Warner	Dixon	10.00
Livingston County Abst. Co.	Pontiac	10.00
Logan County Title Co.	Lincoln	15.00
Decatur Title Corp.	Decatur	10.00
Thomas J. Costello	Carlinville	5.00
Madison County Abst. & Title Co.	Edwardsville	25.00
D. W. Larimer	Salem	5.00
Terrill Abst. Co.	Macomb	10.00
McHenry County Title Co.	Woodstock	25.00
McLean County Abst. Co.	Bloomington	50.00
T. C. Bennett	Petersburg	10.00
Louis A. Weihl	Waterloo	5.00
Montgomery County Abst. Co.	Hillsboro	5.00
Ogle County Abst. Office	Oregon	15.00
Title & Trust Co.	Peoria	25.00
Roe Abst. Co.	Pinckneyville	5.00
E. J. Baronowsky	Chester	5.00
Winter Abst. & Title Co.	Olney	5.00
Rock Island County Abst. & Title Gty. Co.	Rock Island	15.00
Sangamon County Abst. Co.	Springfield	50.00
Vermilion County Abst. Co.	Danville	25.00
Walter S. Lawrence	Fairfield	5.00
H. B. Wilkinson	Morrison	25.00
Holland Ferguson & Co.	Rockford	100.00
Will County Title Co.	Joliet	25.00
Wayne County Abst. Co.	Fairfield	5.00

INDIANA

Indiana Title Assn.		200.00
G. Remy Bierly	Decatur	3.00
Allen County Abst. Co.	Fort Wayne	10.00
Dreibelbiss Abst. of Title Co. Inc.	Ft. Wayne	15.00
Kuhne & Company, Inc.	Fort Wayne	50.00
Columbus Abst. Co.	Columbus	10.00
Darnall & Son	Lebanon	10.00
Delaware County Abst. Co.	Muncie	10.00
Elkhart County Abst. Co.	Elkhart	20.00
Fayette County Abst. Co.	Connersville	5.00
Wainwright Abst. Co.	Noblesville	10.00
The Abst. & Title Gty. Co.	Danville	10.00
Henry County Abst. Co., Inc.	New Castle	10.00
Anderson Abst. Co.	Kokomo	10.00
Johnson Abst. Co.	Kokomo	10.00
Bodkin Abst. Co.	Warsaw	5.00
Kosciusko Abst. & Title Gty. Co.	Warsaw	10.00
Calumet Title Co.	Crown Point	15.00
Lake County Title Co.	Crown Point	25.00
LaPorte County Abst. Corp.	Michigan City	50.00
Rowland Title Co.	Anderson	20.00
L. M. Brown Abst. Co.	Indianapolis	100.00
Union Title Co.	Indianapolis	100.00
Security Abst. & Title Co.	Crawfordsville	15.00
Morgan County Abst. Co., Inc.	Martinsville	5.00
Noble County Abst. Office	Albion	20.00
First Abst. & Title Corp.	Valparaiso	10.00
Abstract & Title Corp.	South Bend	50.00
Starke County Abst. Title & Guar. Co.	Knox	10.00
Chas. T. Stallard	Lafayette	10.00
Hendrich Abst. Co.	Terre Haute	15.00
Wade Abst. Co.	Terre Haute	18.00
Wabash Abst. & Loan Co.	Wabash	15.00
Held Abst. Co.	Williamsport	5.00
Marks Abst. Co.	Salem	10.00

IOWA

Iowa Title Association		150.00
D. C. Knupp & Sons	Vinton	10.00
Geo. R. Knapp	Vinton	5.00
Black Hawk County Abst. Co.	Waterloo	25.00
Kastner Abst. Co.	Boone	10.00
Boone County Abst. & Loan Co.	Boone	12.00
Buchanan Abst. Co.	Independence	5.00
Mrs. H. M. Finnegan	Carroll	12.00
Carl H. Mather	Tipton	3.00
Shepard Abst. Co.	Mason City	5.00
Abstract & Title Guaranty Co.	Clinton	20.00
McHenry Abst. & Loan	Denison	3.00
Russell Loan & Title Co.	Adel	10.00
Delaware County Abst. Co.	Manchester	15.00
Carlton Abst. Co.	Spirit Lake	5.00
Elsie E. Smith	West Union	25.00
Iowa Title & Realty Co.	Charles City	5.00
Robinson Brothers	Hampton	10.00
Greene County Abst. Co.	Jefferson	5.00
Security Title & Loan Co.	Webster City	5.00
Fidelity Abst. & Title Co., Inc.	Eldora	5.00
Hardin County Abst. Co.	Eldora	10.00
Harold F. McLeran	Mt. Pleasant	5.00
Ida County Abst. Co.	Ida Grove	20.00
Swift & Swift	Marengo	5.00
Maytag Loan & Abst. Co.	Newton	10.00
Simmons & Simmons	Fairfield	10.00
C. A. Momyer & Sons	Algona	5.00
Smith's Title Service	Keokuk	62.50
Linn County Abst. Co.	Cedar Rapids	10.00
Johnson Abst. Co.	Oskaloosa	12.00
Monona County Abst. Co.	Onawa	5.00
Loomis Abst. Co.	Red Oak	5.00
Legal Abst. Co.	Muscatine	10.00
Henry Rerick & Son	Primghar	15.00
Arthur Anderson Co.	Emmetsburg	15.00
Plymouth County Abst. Co.	LeMars	12.00
Fidelity Abst. Co.	Pocahontas	10.00
Des Moines Title Co.	Des Moines	25.00
Abstract Guaranty Co.	Council Bluffs	75.00
Bechly & Co.	Montezuma	5.00
R. J. Smith	Montezuma	10.00
Clyde Lesan Co.	Mount Ayr	15.00
Shelby County Abst. Co.	Harlan	22.00
Sioux Abst. Co., Inc.	Orange City	20.00
Batman-Sayers Abst. Co.	Nevada	10.00
Benson & Runkle	Toledo	10.00
Union County Abst. Co.	Creston	5.00
Walter H. McElroy	Ottumwa	12.50
Schuyler W. Livingston	Washington	15.00
Washington Title & Gty. Co.	Washington	5.00
Clarence L. Clark	Corydon	10.00
Winnebago County Abst. Co.	Forest City	5.00
Winneshiek Title & Abst. Co.	Decorah	15.00
Engleson Abst. Co.	Sioux City	37.50
Geo. E. Whitcomb	Northwood	10.00

KANSAS

Iola Abst. Co.	Iola	10.00
Conner's	Cottonwood Falls	10.00
C. M. Williams Title Co.	Sedan	10.00
May Capsey	Abilene	5.00
Frank E. Banks	Lawrence	5.00
John C. Emick	Lawrence	5.00
Shinn & Haley Abst. Co.	Ottawa	5.00
Rohrer & Son	Junction City	20.00
Howland Abst. Co.	Hill City	10.00
Regier Loan & Abst. Co.	Newton	10.00
Cragun Abst. Co.	Kingman	5.00
C. A. Wilkin & Co.	Parsons	5.00
Montgomery County Abst. Co.	Independence	20.00
C. W. Lynn Abst. Co.	Saline	25.00
Columbian Title & Trust Co.	Topeka	25.00

KENTUCKY

Franklin Title & Trust Co.	Louisville	50.00
Louisville Title Ins. Co.	Louisville	100.00

MARYLAND

The Maryland Title Guarantee Co.	Baltimore	100.00
Real Estate Title Co.	Baltimore	25.00
Title Guarantee & Trust Co.	Baltimore	100.00

MICHIGAN

The Updyke Agency	Allegan	5.00
Berrien County Abst. Co.	St. Joseph	10.00
Realty Bond & Mtge. Co.	Battle Creek	20.00
Cass County Abst. Office	Cassopolis	10.00
Charlevoix Abst. & Engineering Co.	Charlevoix	10.00
Iron County Abst. & Land Co.	Crystal Falls	10.00
Title, Bond & Mtge. Co.	Kalamazoo	37.50
The Bliss Abst. Co.	Midland	7.50
Monroe County Abst. Co.	Monroe	10.00
Newaygo County Abst. Co.	White Cloud	10.00
Ottawa County Abst. & Title Co.	Holland	7.50
Burton Abst. & Title Co.	Detroit	140.00

MINNESOTA

Aitkin County Abst. Co.	Aitkin	5.00
Beltrami Consolidated Abst. Co.	Bemidji	6.00
Freeborn County Abst. Co.	Albert Lea	10.00
Title Insurance Co. of Minnesota	Minneapolis	200.00
Scott-Mitchell Abst. Co.	Two Harbors	5.00
Lake of the Woods Abst. Co.	Baudette	6.00
N. F. Field Abst. Co.	Fergus Falls	10.00
St. Paul Abst. & Title Guar. Co.	St. Paul	25.00
Consolidated Abst. Co.	Duluth	25.00
Edgar E. Waite	Breckenridge	5.00
Winona County Abst. Co.	Winona	10.00

MISSISSIPPI

Mississippi Title Insurance Co.	Jackson	12.50

MISSOURI

Pahlow & Pahlow	Lamar	5.00
Missouri Farm Loan Co.	Butler	10.00
Boone County Abst. Co.	Columbia	5.00
Adams Abst. & Title Co.	Kingston	2.00
Francis M. Rootes	Fulton	5.00

Carroll County Abst. Co.	Carrollton	10.00
Hight-Eidson Title Co.	Harrisonville	15.00
Cedar County Abst. Co.	El Dorado Springs	5.00
Clay County Abst. Co.	Liberty	10.00
Chariton County Abst. & Title Co.	Keytesville	10.00
Ozark Abst. & Loan Co.	Ozark	5.00
Cole County Abst. Co.	Jefferson City	25.00
Cooper County Abst. Co.	Boonville	25.00
Wm. O. Russell Abst. Co.	Greenfield	5.00
Chas. D. Brandom	Gallatin	5.00
H. F. Hansen	Union	10.00
Holden Abst. & Inv. Co.	Albany	4.00
Lawson-Gibbs Title Co.	Springfield	10.00
Lincoln Abst. Co.	Springfield	20.00
Grundy County Abst. Co.	Trenton	2.00
John A. Sea Abst. & Title Co.	Independence	15.00
Jasper County Title & Guar. Co.	Carthage	5.00
Jackson County Title Co.	Independence	10.00
Kansas City Title Ins. Co.	Kansas City	150.00
The Jefferson County Abst. Co.	Hillsboro	20.00
R. E. Kleinschmidt	Hillsboro	5.00
Gunby Abst. & Loan Co.	Chillicothe	5.00
Ryan & Carnahan	Chillicothe	5.00
J. T. Lee	California	6.00
George G. Jones	Montgomery City	10.00
New Madrid Abst. & Inv. Co.	New Madrid	10.00
Joe G. Radican	Perryville	5.00
The Landmann Abst. & Title Co.	Sedalia	5.00
Murdock & Newby Abst. Co.	Platte City	5.00
Pike County Abst. Co.	Bowling Green	10.00
McCutchen & Son	Unionville	5.00
Emmons Abst. Co.	St. Charles	5.00
The St. Francois County Abst. Co.	Farmington	10.00
Van Dyke & Co.	Marshall	10.00
Lawyers Title Co. of Missouri	St. Louis	50.00
Land Title Ins. Co.	Clayton	100.00
Guaranty Land Title Co.	Clayton	25.00
Title Insurance Corp. of St. Louis	St. Louis	50.00
Lou E. Knott	Memphis	4.00
Central Abst. & Loan Co.	Shelbyville	7.50
Shelby County Abst. & Loan Co.	Shelbyville	5.00
Chas. H. Groom	Forsyth	2.50
D. D. Hamilton & Co.	Marshfield	7.50

MONTANA

Southern Montana Abst. & Title Co.	Dillon	10.00
Broadwater County Abst. Co.	Townsend	2.50
O. J. Simmons	Red Lodge	10.00
North Montana Abst. Co.	Great Falls	10.00
Montana Loan & Title Co.	Glendive	10.00
Realty Abst. Co.	Lewistown	15.00
Flathead County Abst. Co.	Kalispell	10.00
C. E. Frisbee	Cut Bank	5.00
Helena Abst. & Title Co.	Helena	6.00
Lincoln County Abst. Co.	Libby	5.00
Moylan Abst. Co.	Malta	5.00
Pondera County Abst. Co.	Conrad	5.00
Northwestern Title Co.	Forsyth	10.00
Toole County Abst. Co.	Shelby	5.00
Wheatland Abst. Co.	Harlowton	5.00
Abstract Guaranty Co.	Billings	15.00

NEBRASKA

Clarence E. Haley	Hartington	5.00
Charles Beckenhauer	West Point	4.00
Fillmore County Abst. Assn.	Geneva	3.00
Scott Abst. Co.	North Platte	3.00
Geo. M. Lathrop	Nebraska City	5.00
Frank A. Kuester	Stanton	3.00
Archie M. Smith	Pender	3.00
E. S. Murray	Ord	5.00

NEVADA

H. S. Taber	Elko	3.00
Washoe County Title Gty. Co.	Reno	10.00

NEW JERSEY

West Jersey Title & Gty. Co.	Camden	50.00
Franklin Mtge. & Title Gty. Co.	Newark	10.00
Clinton Title & Mtge. Gty. Co.	Newark	25.00
Lawyers Title Gty. Co. of New Jersey	Newark	25.00
New Jersey Realty Title Ins. Co.	Newark	50.00
Nutley Mtge. & Title Gty. Co.	Nutley	15.00
United States Mtge. & Title Gty. Co.	Newark	30.00
Edward C. Wyckoff	Newark	15.00
Chas. F. Maisch	Toms River	5.00

NEW MEXICO

Bernalillo County Abst. & Title Co.	Albuquerque	10.00
Las Cruces Abst. & Title Co.	Las Cruces	5.00
Currier Abst. Co.	Artesia	10.00
Guaranty Abst. & Title Co.	Carlsbad	5.00
Fidelity Abst. Co.	Santa Rosa	12.00
Guaranty Abst. & Title Co.	Carlsbad	5.00
Harding County Abst. Co.	Mosquero	5.00
Avery - Bowman Co.	Santa Fe	15.00

NEW YORK

Abstract Title & Mtge. Corp.	Buffalo	100.00
Brooklyn Mtge. Gty. & Title Co.	Brooklyn	25.00
Monroe Abst. & Title Corp.	Rochester	25.00
Home Title Gty. Co.	New York	90.00
Title Guarantee & Trust Co.	New York	100.00
Central New York Abst. Corp.	Utica	25.00
Mohawk Abst. Corp.	Schenectady	15.00

NORTH DAKOTA

Adams County Abst. Co.	Hettinger	6.00
Burleigh County Abst. Co.	Bismarck	10.00
Northern Abst. Co.	Fargo	20.00
Surety Title Co.	New Rockford	5.00
Grand Forks Abst. Co.	Grand Forks	5.00
Grant County Abst. Co.	Carson	10.00
Kidder County Abst. Co.	Steele	2.00
Ashley Abst. Co.	Ashley	5.00
Mercer County Abst. Co.	Stanton	5.00
Security Abst. & Loan Co.	Washburn	5.00
Mountrail County Abst. Co.	Stanley	3.00
The Butler Co.	Lisbon	5.00
The Sargent County Abst. & Title Guar. Co.	Forman	5.00
Wells County Abst. Co.	Fessenden	5.00
Williams County Abst. Co.	Williston	10.00

OHIO

Ohio Title Association		135.00
Sohngen, Parrish & Beeler	Hamilton	10.00
Cuyahoga Abst. Title & Trust Co.	Cleveland	25.00
Land Title Guar. & Trust Co.	Cleveland	100.00
F. M. Marriott	Delaware	5.00
The Erie County Title Co.	Sandusky	25.00
Guarantee Title & Trust Co.	Columbus	50.00
Griffin & Murray	Cincinnati	15.00
Chas. L. Bermont	Mt. Vernon	5.00
Port Lawrence Title & Trust Co.	Toledo	100.00
Title Guarantee & Trust Co.	Toledo	50.00
Guarantee Title Co.	Mansfield	10.00
The Northern Ohio Guar. Title Co.	Akron	50.00
The Sebring Abst. Co.	Canton	5.00
Milton S. Geiger	Alliance	5.00
Charles E. Yutzey	Canton	5.00
Bankers Guar. Title & Trust Co.	Akron	25.00
Summit Title & Abst. Co.	Akron	25.00
Adele M. Kagay	Marysville	5.00

OKLAHOMA

Blaine County Abst. Co.	Watonga	5.00
Bryan County Abst. Co.	Durant	10.00
Lacey-Pioneer Abst. Co.	Anadarko	10.00
Canadian Valley Abst. Co.	El Reno	5.00
Cherokee Capital Abst. Co.	Tahlequah	5.00
Security Abst. Co.	Norman	5.00
Oklahoma Abst. Co.	Lawton	15.00
Cotton County Abst. Co.	Walters	5.00
Vinita Title Co.	Vinita	15.00
Creek County Abst. Co.	Sapulpa	5.00
Lafe-Speer Abst. Co.	Sapulpa	10.00
Ellis County Abst. Co.	Arnett	5.00
Washita Valley Abst. Co.	Chickasha	7.50
Grant County Abst. Co.	Medford	10.00
Overton Abst. Co.	Mangum	5.00
Pioneer Abst. & Title Co.	Buffalo	10.00
Atlas Abst Co.	Holdenville	15.00
Albright Title & Trust Co.	Newkirk	25.00
Security Abst. Co.	Newkirk	15.00
Frakes Abst. Co.	Kingfisher	5.00
Kiowa County Abst. Co.	Hobart	25.00
Jelsma Abst. Co.	Guthrie	15.00
Haynes Abst. Co.	Marietta	5.00
Marietta Abst. Co.	Marietta	5.00
Fairview Abst. Co.	Fairview	7.50
Mayes County Abst. Co.	Pryor	10.00
Guaranty Abst. Co.	Purcell	5.00
Eufaula Abst. Co.	Eufaula	5.00
Sulphur Abst. & Title Co.	Sulphur	2.50
Pioneer Abst. & Trust Co.	Muskogee	10.00
W. S. Powers Abst. Co.	Perry	5.00
Title Abst. Co.	Nowata	5.00
American First Trust Co.	Oklahoma City	125.00
Okemah Abst. & Title Co.	Okemah	4.00
Okmulgee Abst. & Title Co.	Okmulgee	5.00
Pawhuska Abst. & Title Co.	Pawhuska	5.00
Meurer Abst. Co.	Pawnee	15.00
Payne County Title Co.	Stillwater	10.00
Pioneer Abst. Co.	McAlester	5.00
Hunter Abst. & Title Co.	Shawnee	5.00
Johnston Abst. & Loan Co.	Claremore	25.00
Rogers County Abst. Co.	Claremore	5.00
Slief-Vaughn Abst Co.	Cheyenne	2.00
Duncan Abst. Co.	Duncan	5.00
March Abst. Co.	Duncan	5.00
Guaranty Abst. & Title Co.	Guymon	25.00
Geo. M. Burkhardt & Co.	Frederick	10.00
Wagoner County Abst. Co.	Wagoner	10.00
Goetzinger Abst. Co.	Woodward	6.00
Renfrew Inv. Co.	Woodward	5.00

OREGON

Oregon Title Association		200.00
Baker Abst. & Title Co.	Baker	7.50
Benton County Abst. Co.	Corvallis	5.00
Oregon City Abst. Co.	Oregon City	10.00
Astoria Abst. Co.	Astoria	15.00
Clatsop Title Co.	Astoria	15.00
J. E. Axtell	Coquille	15.00
Curry County Abst. Co.	Gold Beach	10.00
Commercial Abst. Co.	Roseburg	10.00
Douglas Abst. Co.	Roseburg	10.00

Bend Abst. Co.	Bend	10.00
Deschute County Title & Abst. Co.	Bend	20.00
Grant County Abst. Co.	Canyon City	10.00
Hood River Abst. & Inv. Co.	Hood River	10.00
Jackson County Abst. Co.	Medford	25.00
Josephine County Abst. Co.	Grants Pass	10.00
Klamath County Abst. Co.	Klamath Falls	15.00
Wilson Title & Abst. Co.	Klamath Falls	15.00
Lane County Abst. Co.	Eugene	25.00
Title Abst. Co.	Eugene	10.00
Linn County Abst. Co.	Albany	20.00
Salem Abst. Co.	Salem	30.00
Union Abst. Co.	Salem	15.00
Morrow County Abst. & Title Co.	Heppner	5.00
Abstract & Title Ins. Co.	Portland	50.00
Commonwealth, Inc.	Portland	150.00
Title & Trust Co.	Portland	200.00
Eakin Abst. Co.	Dallas	5.00
Sherman County Abst. Co.	Moro	5.00
Tillamook Pacific Title Co.	Tillamook	30.00
Abstract & Title Co.	LaGrande	15.00
Wallowa Law, Land & Abst. Co.	Wallowa	10.00
Dalles & Wasco County Abst. Co.	The Dalles	5.00
Wilkes Abst. & Title Co.	Hillsboro	10.00
Yamhill County Abst. Co.	McMinnville	10.00
Pacific Abst. Title Co.	Portland	50.00
Hartman Abst. Co.	Pendleton	50.00

PENNSYLVANIA

Lawyers Title Co. Agency	Pittsburgh	50.00
Union Title Guaranty Co.	Pittsburgh	50.00
Delaware County Trust Co.	Philadelphia	50.00
Broad Street Trust Co.	Philadelphia	50.00
Commonwealth Title Co. of Philadelphia	Philadelphia	400.00
Frankford Trust Co.	Philadelphia	50.00
Industrial Trust Co.	Philadelphia	6.00
Land Title Bank & Trust Co.	Philadelphia	100.00
North Philadelphia Trust Co.	Philadelphia	25.00

RHODE ISLAND

Title Guarantee Co. of Rhode Island	Providence	30.00

SOUTH DAKOTA

Beadle Co. Abst. & Title Co.	Huron	20.00
Bryant & Dickinson	Huron	1.00
Coe & Howard Title Co.	Aberdeen	20.00
Chester Solomonson	Mound City	5.00
Watertown Title Co.	Watertown	45.00
Corson County Land & Title Co.	McIntosh	2.00
Oscar Grue Abst. Co.	Webster	30.00
Deuel County Abst. Co.	Clear Lake	5.00
Dewey County Title Co.	Timber Lake	5.00
Fall River Abst. Co.	Hot Springs	20.00
Faulk County Abst. Co.	Faulkton	5.00
Gregory County Abst. Co.	Burke	10.00
Hand County Title Co.	Miller	10.00
Harding County Abst. Co.	Buffalo	2.50
Haar and Dewald, Inc	Olivet	15.00
Carpenter & Burns Inc.	Murdo	5.00
Marshall County Abst. & Title Ins. Co.	Britton	15.00
McPherson County Abst. Co.	Leola	1.00
Security Land & Abst. Co.	Sturgis	5.00
Miner County Abst. Co.	Howard	5.00
Getty Abst. Co.	Sioux Falls	60.00
Security Title Co.	Rapid City	5.00
Perkins County Abst. Co.	Bison	5.00
Roberts County Abst. Co.	Sisseton	25.00
Spink County Abst. & Ins. Co.	Redfield	15.00
Tripp County Abst. Co.	Winner	2.00
Walworth County Abst. Co.	Selby	5.00
Ziebach County Abst. Co.	Dupree	5.00

TENNESSEE

The Guaranty Title Co.	Nashville	50.00
Title Guaranty & Trust Co.	Chattanooga	50.00
Bluff City Abst. Co.	Memphis	25.00
Commerce Title Guaranty Co.	Memphis	50.00
Union Planters Title Gty. Co.	Memphis	25.00

TEXAS

Texas Title Assn.	Texarkana	100.00
Alamo Abst. & Title Gty. Co.	San Antonio	25.00
Guaranty Abst. & Title Co.	San Antonio	10.00
Texarkana Title & Trust Co.	Texarkana	100.00
Brazoria County Abst. Co.	Angleton	20.00
Cass County Land & Abst. Co.	Linden	5.00
Henrietta Abst. Co.	Henrietta	10.00
The Colorado County Abst. Co., Inc.	Columbus	12.50
Lawyers Title of Texas	Dallas	10.00
A. O. Thompson Abst. Co.	Hereford	10.00
Fayette County Abst. Co. Inc.	La Grange	10.00
Burchard Abst. Co.	Gonzales	5.00
Donegan Abst. Co.	Seguin	10.00
Hansford Abst. Co.	Spearman	5.00
American Title Guaranty Co.	Houston	10.00
Houston Title Guaranty Co.	Houston	25.00
Stewart Title Co.	Houston	100.00
Valley Abst. Co.	Edinburg	10.00
Hockley County Abst. Co.	Levelland	5.00
Port Arthur Abst. Co.	Port Arthur	25.00
Karnes County Abst. Co.	Karnes City	25.00
People's Abst. Co.	Hallettsville	5.00
Live Oak Title Co.	George West	10.00
Home Abst. & Title Co.	Waco	5.00
Guaranty Title & Trust Co.	Corpus Christi	50.00
Guaranty Abst. & Title Co.	Amarillo	10.00
Big Bend Title Co.	Marfa	3.00
Love Abst. Co.	Franklin	10.00
Stephens County Abst. Co.	Breckenridge	2.50
Gracey-Travis County Abst. Co.	Austin	10.00
Commercial Standard Ins. Co.	Fort Worth	50.00
Elliott & Waldron Abst. Co.'s Inc.	Fort Worth	50.00
Title Abst Co.	Wheeler	2.50
Wheeler Abst. Co.	Wheeler	25.00
Vernon Abst. Co.	Vernon	10.00

UTAH

Home Abst. Co.	Ogden	5.00

VIRGINIA

Lawyers Title Ins. Corp.	Richmond	250.00

WASHINGTON

Adams County Abst. Co.	Ritzville	17.00
Asotin County Title Co.	Clarkston	17.00
Benton County Abst. & Title Co.	Prosser	52.00
Chelan County Abst. Co.	Wenatchee	50.00
Valley Title Co.	Wenatchee	29.00
Brumfield & Davis Abst. Co.	Port Angeles	6.00
Clallam County Abst. Co.	Port Angeles	52.00
Clark County Abst. Co.	Vancouver	4.00
Fletcher Daniels Abst. Co.	Vancouver	54.00
Wallace Abst. Co.	Dayton	12.00
Cowlitz County Title Co.	Longview	54.00
Reliance Title & Abst. Co.	Kelso	4.00
Douglas County Title Abst. Co.	Waterville	27.00
Citizens Abst. Co.	Pasco	12.00
Garfield County Abst. Co.	Pomeroy	12.00
Grant County Title Abst. Co.	Ephrata	27.00
Grays Harbor Title Co.	Montesano	29.00
Pacific Title Co.	Hoquiam	24.00
Jefferson County Abst. Co.	Pt. Townsend	2.00
S. W. Peach & Son	Pt. Townsend	7.00
Lawyers & Realtor Title Ins. Co.	Seattle	135.00
Puget Sound Title Ins. Co.	Seattle	135.00
Seattle Title Co.	Seattle	20.00
Washington Title Ins. Co.	Seattle	510.00
Bremerton Title Co.	Bremerton	54.00
Kittatas County Abst. Co.	Ellensburg	27.00
Lewis County Abst. Co.	Chehalis	29.00
Mason County Abst. & Title Co.	Shelton	17.00
Okanogan County Abst. Co.	Okanogan	12.00
Okanogan Title Co.	Okanogan	7.00
A. P. Leonard Abst. Co.	South Bend	8.00
Pacific County Abst. & Title Co.	Hoquiam	2.00
Commonwealth Title Ins. Co.	Tacoma	112.50
Tacoma Title Co.	Tacoma	52.50
Mt. Vernon Abst. & Title Co.	Mt. Vernon	19.00
Skagit County Abst. Co.	Mt. Vernon	54.00
Everett Abst. & Title Co.	Everett	39.00
Snohomish County Abst. Co.	Everett	64.00
Northwestern Title Ins. Co.	Spokane	137.50
Stevens County Abst. Co.	Colville	17.00
Capital City Title Co.	Olympia	54.00
Thurston County Abst. Co.	Olympia	4.00
Dean-McLean Abst. Co.	Walla Walla	54.00
Bellingham Abst. Co.	Bellingham	14.00
Whatcom County Abst. Co.	Bellingham	64.00
Whitman Title Co.	Colfax	54.00
Schreiner Title Co.	Yakima	39.00
Yakima Abst. & Title Co.	Yakima	54.00
Yakima Title Gty. & Abst. Co.	Yakima	29.00

WISCONSIN

Wisconsin Title Assn.	Shawano	75.00
Barron County Abst. Co.	Barron	10.00
Clark County Abst. Co.	Neillsville	5.00
Columbia County Abst. Co.	Portage	10.00
Dane County Title Co.	Madison	15.00
Dodge County Title & Abst. Co.	Juneau	20.00
A. A. Lenroot Abst. Co.	Superior	10.00
Iowa County Title Co.	Dodgeville	10.00
Jackson County Abst. Co.	Black River Falls	5.00
Kenosha County Abst. Co.	Kenosha	5.00
Newberry Abst. Co.	Kenosha	5.00
LaCrosse County Abst. Co.	LaCrosse	5.00
Lafayette County Abst. Co.	Darlington	5.00
Runkel Abst. & Title Co.	Wausau	10.00
Marinette Co. Abst. & Land Co.	Marinette	10.00
Security Abst. & Title Co.	Milwaukee	50.00
Title Gty. Co. of Wisconsin	Milwaukee	125.00
Oneida County Land & Abst. Co.	Rhinelander	10.00
R. K. McDonald & Co.	Stevens Point	2.50
Belle City Abst. Co.	Racine	10.00
Rusk County Abst. Co.	Ladysmith	5.00
St. Croix County Abst. Co.	Hudson	5.00
Shawano Abst. Co.	Shawano	5.00
Hardy-Ryan Abst. Co.	Waukesha	10.00
Walworth County Abst. Co.	Elkhorn	5.00
Waukesha Title & Abst. Co.	Waukesha	10.00
Waupaca Abst. & Loan Co.	Waupaca	10.00
Harry M. Schmitt Abst. Co.	Oshkosh	25.00
C. E. Boles	Wisconsin Rapids	10.00

WYOMING

Albany County Pioneer Abst. Co.	Laramie	5.00
Converse Land Title Co.	Douglas	3.00
Natrona County Abst. & Loan Co.	Casper	10.00
Sublette Title & Realty Co.	Pinedale	3.00