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# TITLE NEWS

Official Publication

THE AMERICAN TITLE ASSOCIATION



VOLUME 26

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NUMBER 2

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Official Publication of

## THE AMERICAN TITLE ASSOCIATION

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# Relationship Between Abstracters and Lawyers

By THE HON. NELS G. JOHNSON

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Bismarck, North Dakota

During most of my time as a country town lawyer, I was actively engaged with legal work concerning titles to real property. I, therefore, was in contact with abstracters. From these contacts I feel some kinship to them, and I am happy to have a few minutes at their meeting to discuss with them problems involved in real estate titles. The work of the abstracters brought me work; they summarized titles and I tried to ascertain if those titles were marketable and if not, tried to make them so. Abstracters, therefore, brought work to my office, and I might also state, considerable legal worry. But being charitable I do not blame them for that.

## Limitations Upon Abstracts

I have often thought it most unfortunate that abstracters were limited to the material that they may insert in an abstract. This thought came to me because I have yet to find a lawyer who really enjoys reading an abstract. Abstracters must record the history of a title as they find it and cannot vary therefrom. The contents of an abstract may not be lightened in any manner by frivolous material such as may go into a novel, an essay or a biographical sketch. I have often regretted that the material of an abstract must be dry, short as possible, and without embellishment in any form. Nevertheless I have often thought when reading an abstract, and noting the mortgages recorded into the title, the subsequent foreclosures, and the loss of homesteads, that a lively imagination of the examiner, and some acquaintance with the characters back of the cold facts disclosed by the abstract of title, might be an adequate basis for many a tragedy. Very few of the titles that I have seen could be the basis of a comedy no matter how lively the examiner's imagination.

The history of North Dakota from 1930 to 1939 was a series of economic tragedies and a great many titles to real estate revealed that fact. The last few years that I practiced privately, satisfactions of mortgages began to outnumber sheriff's deeds.

Although I will frankly confess that some of the things that some people have placed on record in real estate titles, and that are accepted for recording by the register of deeds, even when

drawn or formulated by some of us lawyers, could be the basis of a smile, if not a hearty laugh. All instruments that go into a real estate title, although drawn by lawyers, do not always measure up to the perfection that should be obtained.

I do not know how many hundreds of abstracts I have read during my career as a lawyer, but they are many, and yet I confess that I do not know much about real estate titles except this. They sometimes can be mighty



NELS G. JOHNSON

complicated, and the complications involved in them have caused many a lawyer to dust off some old volumes in his law office, scratch his head and search for law upon which to base some remedy to cure a defect in the title and has forced him to study the procedure to bring about such cure.

## Reciprocal Interest

Abstracters and lawyers are beneficiaries of each others work; the lawyer examines the abstract compiled by the abstracter; the abstracter continues an abstract to cure the defects found

by the lawyer. The lawyer draws legal documents dealing with real estate titles, the owner, or his lawyer, records these documents and the abstracter abstracts them as he finds them, whether they are good, bad or indifferent. If they are not properly drawn, the abstracter shows the flaw that may exist and the lawyer to his sorrow must explain the flaw to an irate client, or do some gratis work to mend the flaw or decide to lose a client for the future. And if I know lawyers, none of them relish the loss of a client, and sometimes it is necessary to do a little gratis work to retain the good will of the client when a flaw has crept in, or a mistake has been made in the lawyer's office.

## Knowledge of Law

While every lawyer does not need to be an abstracter, he does become somewhat conversant in searching the documents involved in a real estate title, and every abstracter must know to some extent some of the fundamental rules of law involving real estate, and while it is not incumbent upon the abstracter to know the legal effect of a title document, it is necessary for the abstracter to know a sufficient amount of real estate law to properly summarize the instrument in order to enable the lawyer to ascertain its legal effect, and that involves, by the abstracter, the exercise of some legal knowledge.

Sometimes I have wondered how a layman abstracter could properly determine and label an instrument involved in a real estate title, unless he takes the name given to it as recorded rather than its legal effect. I have in mind one instrument that came to my attention in searching a real estate title. It was one of the worst mongrels I have ever seen. It was neither a deed, a mortgage, nor a will; it was an attempted combination of all three, yet it was none or any of these. I have never yet been able to determine exactly what it was. It was an attempt to convey, mortgage or devise property all in one. The lawyer evidently had in mind a conveyance, attempted to avoid probate, and to equalize the inheritance of the heirs of the grantor, by a mortgage arrangement. Some day some lawyer may have to ascertain what the legal effect of that instrument was, if

any. If it was labeled, and I believe it was, "a warranty deed", such label was not correct. To label it a mortgage was also not correct, and if it was labeled a will, it still was not correct. So far as I can determine, the only solution for an abstractor is to label it as the grantor had, as a "warranty deed", or state in the abstract, "Warranty Deed or God knows what."

The lawyer and the abstractor both deal with real estate titles. The abstractor might be likened to the chronicler who compiles the history of events. He summarizes the history of the title. The lawyer on the other hand deals with the consequences of that history much as we deal with the consequences of events from day to day.

#### Purpose of Abstract

An abstract of title has been defined as, "A short and methodical summary of the documents and facts that affect the title to a piece of land." The object, of course, of an abstract is to enable the purchaser, or his counsel, to pass upon the validity or condition of the title in question. But I am afraid that I could not always agree that this summary is a methodical one, for it has been my lot many times to try to figure how and where one title, when several pieces of real estate were involved in one abstract, dovetailed into another and I have sometimes thought evil, if not pronounced evil, when the instruments in the title did not seem to be as logically arranged as I would have liked to have them, and I have thought evil, if not pronounced evil, when I came upon the satisfaction of a mortgage so far removed from the mortgage itself, that I had to waste considerable time finding the mortgage to determine whether the satisfaction applied to it. In that connection, I have often wondered if the mortgagor proportionally had as much trouble corraling money to pay the mortgage as I had in locating the mortgage and determining whether it had been satisfied. As a result of my experiences I have been quite partial to the abstractor who said underneath the satisfaction, "This satisfies the mortgage at number . . . . . of this abstract." Naturally I appreciated this, because the abstractor had done the work that I would have otherwise had to do, and it enabled me to quickly refer back to the mortgage and to check the satisfaction against the recording data of the same. But at the same time, when the abstractor did this, I realized that he was pronouncing the legal effect of the document as well as summarizing its contents, and thus doing something that he was not required to do for which I was being paid.

#### Obligations

Both lawyers and abstractors deal with titles for a fee. This involves certain legal obligations and consequences. One who engages in the business of making abstracts of title impliedly undertakes that he has the

requisite skill and knowledge, and that he will exercise due care and skill in the performance of his duties, and for failure to do so be held for damages. The business of abstracting requires special skill and knowledge, and although an abstractor does not have to give an opinion on the legal effect of the facts the abstract summarizes, he must have some understanding of the law relating to conveyances, descents and devises and other matters relating to titles. In much the same way a lawyer who undertakes to examine and give an opinion on an abstract undertakes that he has the requisite skill and knowledge to do so, and that he will exercise due skill in performing that task. So the lawyer and the abstractor do not only have constant dealings with each other concerning titles, but are on much the same basis as far as skill and knowledge are concerned. Both may be held for any error that they might make which proves to be detrimental or causes an injury to the purchaser of a real estate title. Both the lawyer and the abstractor, therefore, must, at all times, and here is another instance of the relationship of the two, exercise the greatest amount of care and diligence in dealing with titles.

I might state by way of passing, that I had never heard of an abstract of title until after I graduated from the law school. It was with some trepidation and some misgiving that I undertook to examine my first abstract. But the sceptre of starvation and the desire to learn and progress in my profession overcame my fears and with the assistance of a friend, I gained my first acquaintance with abstracts of title. Let me say right here, that a young lawyer, whose experience with abstracts is limited, should cultivate the friendship of an abstractor who will befriend him when he runs into difficulty.

It has been my good fortune to have a good abstractor friend at all times. When I was located in Minnewaukan and Leeds, I went with my inexperience with real estate titles to my friend, Kirk Reynolds. After I located in Towner, I was fortunate to gain the friendship of George Vermilya, who was the abstractor there, and whose able counsel concerning abstracts and titles I sought on many occasions. He was an abstractor of unusual ability who was always willing to discuss with me, and help me, unravel any difficulty, or help me draw a map of metes and bounds description, or discuss the legal effect and legal consequences of certain aspects that arose in a title. When he quit abstracting, his son-in-law, Kenneth McDonald, came to my aid and sometimes I counseled with both of them. I have always found that the practical experience of an abstractor is a great help to a lawyer in arriving at the conclusions to be reached in connection with a complicated real estate title.

#### An Orchid for Patton

In my early practice I used to consult "Warvelle on Abstracts", and later "Patton on Titles." By the way, Patton on Titles, 1938 edition consists of 1094 pages outside of the index and table of cases cited. It is an invaluable book to the lawyer who deals with titles, and I suspect it would be to abstractors, and well worth their study. If any of you are interested in a history of conveyances, and no doubt you are, this work gives a sketch of the early history of conveying title in England before recording statutes were passed. As many of you no doubt know this was accomplished in England by what was known as a "livery of seisen", a ceremony of symbolic delivery of the corporeals of possession of land by the grantor, at that time called, "feoffor", to the grantee called, "feoffee." The parties in the presence of witnesses went upon the land, the feoffor gave to the feoffee a stick, a twig, a piece of turf or handful of earth taken from the land.

In those days I suspect there was not much need for abstractors. Your profession, as many others, arose as life became complicated and complex, and your services are now in demand more than they have ever been, because generally speaking, people are coming to realize more and more that it is a good investment to know the state of a title when purchased and cure any flaws therein before the consummation of the transfer.

#### Changes with Time

Even to a date not so far remote, in England, possession was the only evidence of title, and proof of a transfer existed solely in the memory of witnesses when the transfer of possession took place. The use of writing to show evidence of title was optional until the United States early adopted statutes authorizing the transfer of title by a simple form, "Deed." Proof of title in the United States is almost entirely from public records. Early colonial statutes provided for a registry system. Much interesting material to both lawyers and abstractors is available on early conveyances in different countries, such as England, France and in the colonial period of our history. But this discussion would become too long and tedious if I were to go into that matter.

#### Respective Liability

Lawyers and abstractors must be constantly alert in dealing with titles. Both of them have been held liable for mistakes and neglect in dealing with real estate titles. An attorney is liable for neglect on much the same basis as a doctor for malpractice, except he is held on a basis of contract, and the doctor is held on the basis of tort. The abstractor is liable for injuries sustained by the purchaser by reason of the abstractor's neglect or breach of duty. An action against an abstractor

is based upon contract. Some abstracters, to their sorrow, have had actual experience with liability for damages. To others it is a potential possibility which robs them of their comfort, and keeps them constantly diligent. Any damage caused to any person by reason of any error, deficiency or mistake in any abstract imposes a liability. But an abstracter has been held not liable for failure to show a judgment against "William J. Riderout", on search for "William G. Riderout", although a cautious abstracter, if he finds a record of a judgment against "William J. Riderout" would show it in dealing with a title of "William G. Riderout", and perhaps let the lawyer who examines the title worry about removing its effect on the title if the names did not refer to the same party. But an abstracter has been held liable for failing to note on his abstract, judgment against "Ed J. Burnstad" or "E. J. Burnstad", to a purchaser from "Edward J. Burnstad" resulting in injury.

As abstracters find constant and continuous variety in documents so lawyers find new problems and defects to cure in titles, and therein lies another relationship that exists between lawyers and abstracters.

#### Wild Deeds

Strangers in a title, sometimes called "interlopers" have caused trouble, as strangers often cause trouble in a home or in a neighborhood. Although the law would seem to justify the conclusion that a stranger or interloper in the title cannot create a cloud thereon, some attorneys insist that a title must be cleared of any instrument involving a stranger or interloper to a title. They usually base that on the fact that there may have been an unrecorded instrument which was the basis for the title or document to the stranger. They refuse to recognize the authorities which hold that an interloper cannot create a cloud on the title. Usually such a stranger or interloper in the title comes into the same by virtue of an error in description in a document. Often the document was intended to convey an entirely different tract of land but comes into the title due to an error in the numbering of the section, township or the range.

Failure to join a spouse in a deed is also a source of trouble to the examiner, as is also the matter of determining whether a merger of title takes place when a mortgagee later becomes a grantee. The difficulty of determining when a merger takes place can be avoided if when drawing a deed to the mortgagee in satisfaction of the mortgaged debt, an appropriate clause were inserted in the deed to evidence that intention, and to negative the intention that the deed was further security, and that it constituted an absolute conveyance.

#### Tax Titles

Tax titles have created new legal problems in titles and continue to do so. If defective, they can for reasons

stated in the statutes be set aside. Our Supreme Court has held that a valid tax title starts a new chain of title and is superior to a title coming down through the old chain, thus resulting in cutting off the old chain of title. This is true even though the tax title is not of record. So it would seem wise and prudent for abstracters, and I assume most of them do, to refer to an unrecorded tax deed if one is involved in a title, and if it is shown on the auditor's record that such deed exists. In my experience in dealing with titles I found that a great many people obtain a tax deed but sometimes neglect to record the same for years.

#### Purposes of Abstract

There is a misimpression that an abstract once obtained guarantees the owner a good title. Most people do not understand that an abstract is merely a summary or history of the title. They think that an abstract is

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### JOHN C. ADAMS

With sorrowed hearts, we report the passing of John C. Adams, of Memphis, Tennessee, dean of Memphis title men and manager of the Title Department of the Commerce Title Guaranty Company. He was eighty years of age.

Born in Louisiana, Mr. Adams was affiliated with the title profession for a half century. He served the American Title Association as a member of the Board of Governors and on many committees in his long years of membership.

Probably his greatest contribution was to younger lawyers. Himself an expert in the Law of Real Property, he never tired of distributing this vast knowledge—with no thought of compensation—to his juniors of the Bar.

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something that gives them a guilt-edge title. Very few people understand that an abstract is merely a convenient method for the examiner to arrive at the marketability of a title, although there is a growing understanding of the need for obtaining an abstract.

As a practitioner I made it an invariable rule to insist upon an abstract before attempting to quiet title. I also made it a rule to urge all purchasers of titles to obtain an abstract and check the same before concluding a real estate transaction. I think that is safe and salutary recommendation to any purchaser.

#### Land Title Course

While I understand that law students now are given some work in connection with abstracts, I believe that quite an extensive course would be more practical than some of the ancient history taught concerning real estate titles, and which is of no practical value, except by way of knowledge of the growth of conveyances and some of its early peculiarities. If law students were taught to detect material defects in titles, how to determine necessary and proper parties to an action to quiet title, they would benefit greatly.

While abstracters are concerned with summarizing what they find in a title, I have often wondered whether those of them who have not studied law, would be interested in a short course of law dealing with some fundamentals of conveyancing, descents and devises.

#### Why Hair Turns Gray

I want to conclude these remarks by quoting from a comic skit called, "Title Examiner's Nightmare." I do this because on a few occasions as a title examiner, I have had thoughts akin to those expressed therein, I quote:

"I have examined the abstract of title in seven parts covering the land in South 236½ acres of the Edmonson Survey in . . . . . County, Missouri, which you are preparing to buy, and herewith render my opinion;—to-wit:

"Don't buy the G— D— land. It has been my sorrow and burden to look over several horrible examples of title examiners' nightmares, but this alleged title takes the cutglass fly-swatter. It is my private belief that you couldn't cure the defects in this title if you sued everybody from the Spanish Government (who started this mess) on down to the present possessor of the land, who is there by virtue of a peculiar instrument **optimistically** designated by the abstracter as a "General Warranty Deed." . . .

"Your prospective vendor derives title by virtue of an instrument concerning which I have previously remarked. It is executed by a fair majority of one set of the offspring of Peter (Prolific) Parkinson, and is acknowledged in a manner sufficient to pass a county clerk with his fee prepaid. Outside of the fact that it does not exactly describe the property under search, the habendum clause is unto the grantors, the covenant of general warranty does not warrant a thing and it is acknowledged before it is dated, I suppose it is all right." . . .

"You can buy the land if you wish. There are at least five hundred and seventy-three people who can give you as good title as your prospective vendor, not counting the heirs of the illegitimate son of Prather Linkin who died in the penitentiary in 1889."

I just wonder how many title examiners have thought along the lines hereinbefore quoted.

# Report of Committee on Photography

1946 CONVENTION, CORONADO, CALIFORNIA

By JOSEPH J. SNYDER, *Chairman*

*Assistant Vice President, Chicago  
Title & Trust Co.  
Chicago, Illinois*

The maintenance of title plants and the production of abstracts and title guarantee policies depends upon accurate information, and in part copied verbatim information from the public records. A photograph of the record supplies this kind of information. With this fundamental in mind, it is quite apparent that the use of photography is applicable to some of the jobs in every plant where complete tract indexes are maintained and abstracts or transcripts of the record are used in the compiling of abstracts of title and in the examination of titles preparatory to issuing guarantee policies.

President Suelzer appointed this committee several months ago to study the application of photography to procedures in maintenance and production and report to this convention. Our approach to this assignment was from the standpoint of recognizing that photography is a mechanical tool which can be used, and our job was to accumulate all the available information as to the kinds of photographic equipment already in use and suitable for use and how it can best be used in this field. The basis for determining how photography can be used in any title plant is an understanding of the principles involved and the operation of equipment.

Time did not permit, even if practicable, to gather the information as to suitability of equipment and "know how" of its use, by trial and experiment. The best source of information was among the members of the title industry, those hardy individualists who have had the foresight and courage to try to adopt mechanical methods to a business that has been developed on manual, painstaking procedures where good penmanship, accurate typing, and careful training in analyzing the public records, have been prerequisites.

## Number Using Camera

Brief questionnaires were sent to the entire membership of this association. Sixty-six replies were received, of which number 54 were from plants using photographic equipment.

The preliminary information was quite helpful in determining the different uses being made of photography and the different kinds and makes of equipment in use.

Further contacts were made with some of the plants using the different methods of photography and different makes of equipment, in order to get

specific information based upon the experience of the users. Everyone was very helpful in replying to direct inquiries.

Various manufacturers and distributors of photographic equipment have been contacted, sales literature accumulated and equipment demonstrated. Most of the manufacturers are faced with the same difficulties and these are, shortage of materials and labor, and a back-log of orders. They are tremendously aware of the possibili-



JOSEPH J. SNYDER

ties for developing a fertile field for photographic equipment and we can expect a great deal of sales promotion directed our way in the very near future.

## PHOTOGRAPHIC METHODS

There are three practical methods of using photography in our business, and in this report they are referred to as contact printing, photo-copying and microfilming. These involve two principal factors—placing the copy direct on paper, or placing it direct on film.

Contact printing and photo-copy are the methods for placing the copy direct on paper. The principal difference in these two methods being, that under one method the photograph is made by

direct contact between the original and the copy and under the other method the photograph is made through lens. In this report when the term contact printing is used it means photographing by direct contact between the original material to be copied and sensitized paper; and when the term photo-copy is used it means photographing with a camera, transferring the image of the material to be copied to the sensitized paper through a lens. The term "photo-copy" is often used to describe both methods, but the distinction above explained is made in this report.

The microfilming method is, of course, photographing through lens direct on film.

All three methods are being used in title plants in various ways and each does have particular application for certain uses.

## CONTACT PRINTING METHOD

From the companies reporting that they use contact printing equipment it appears that it is used almost exclusively for copying maps and plats and for copying abstracts. The fact that it reproduces in the exact size as the original and cannot be used to reduce the copy from the size of the original tends to limit its use to this material. However, it is also being used to copy the daily take-off, to copy tract books, and to copy other miscellaneous matters that it is desirable to reproduce in original size.

### Procedure

The procedure for contact printing is to arrange the material to be photographed and the sensitized paper upon which the copy is to be made together with the emulsion side of the sensitized paper in contact with the face of the original to be copied. The exposure is made by directing light through the material thus arranged. If the original is single page material with written or printed matter on one side only, the material should be placed with the back side of the original next to the light for best results. On the other hand if the original has written or printed matter on both sides, the material must be placed with the back side of the sensitized paper next to the light. In either instance the resulting negative is reverse from the original matter, and the colors are reversed, black on white becomes white on black, etc.

A negative which is not reverse can be made if the material to be copied

is single page material, that is, with written or printed matter on one side only. This is done by arranging the material with the emulsion side of the sensitized paper in contact with the back side of the original and placing the front of the original next to the light. A readable copy cannot be made of material which has written or printed matter on both sides.

This kind of photographing is done on equipment with a flat glass surface upon which the material to be photographed is placed, the light being directed from beneath the glass. A cover securely holds the material and negative paper in contact while the exposure is being made. Exposure time varies according to the kind and quality of material which is being copied, the average time is about 4 seconds.

#### Developing

The next step after making the exposure is the developing process. The developing of exposed photographic negatives requires the same general processing for each of the three photographic methods. The negative must first be placed in a developing solution where it remains only long enough for the image to be clearly brought out on the paper, and this time is measured in seconds and not minutes. This is the most important step in the developing process. The negative then is transferred from the developing solution to the hypo chemical which is called the "fix". This chemical finishes the developing by permanently "fixing" the paper upon which the image is copied so that light will not cause it to fade or be distorted in any way. The time the negative remains in the hypo is not important except that it should be there long enough to completely halt further developing.

There is one intermediate step that is recommended especially if large quantities of material are being processed. This is the placing of the negative in a solution which is composed of acedid acid mixed with water for a few seconds before it is placed in the hypo. This step in the developing process is called the "short stop". The purpose is to stop the action of the developer and the solution acts as a wash in removing the developing chemical from the negative. Without this neutralizer the transfer of material directed from the "developer" to the "fix" causes the "fix" to be neutralized with the developing chemical and it will soon lose its efficiency.

#### Bathing

From the "fix" the negative needs to be placed in a water bath and thoroughly washed. It can remain in the water bath for any reasonable length of time. Upon removal from the water it must be dried before it can be used. This is an important step in the developing process because if the material isn't properly dried it will curl and will be impossible to use. Good processing is to remove the surplus

water by using a squeegee on the surface of the negative and then running the paper through a roller dryer. There are a number of dryers on the market. This word of caution should be made: A good dryer must be thermostatically controlled. The regulation of the amount of heat used in drying is quite important.

#### Dark Room

A dark room is necessary for this developing procedure. A good dark room is equipped with safety lights which permit enough light for efficient operation, but will not harm the exposed negatives. After the negatives have been placed in the "fix", there is no further need to work in the dark, light can then do no harm.

Another important consideration in the developing process is the matter of temperature control of the chemicals. The solutions should be maintained at a temperature of 68 to 70 degrees for best results. This is usually done by keeping the trays containing the solutions setting in a shallow basin in order to circulate running water around the trays.

#### Equipment Costs

The cost of an installation of trays, tables, running water, and lights in a dark room will vary, of course, depending upon capacity, the location of the room, etc. An investment of \$100 to \$150 should cover these items.

The cost of the chemicals used in developing and in printing is a minor item in any kind of a production procedure because the developing solution can be prepared as needed at a much more reasonable cost than if purchased already prepared. For example, a prepared developer costing about \$1 per quart makes 1½ gallons of developing solution; a jar of crystals costing 60c in bulk lots will make 5 gallons of developing solution. This same savings of cost can be made with the hypo solution where the crystals can be bought at 50c per quart and will make 5 gallons of solution. The developing and printing operation can usually be done by one person, but with a volume of material two people will do a better production job.

This detail procedure of the developing process has been given because, as stated before, it applies to the developing of any negative regardless of the photographic methods used.

In making exposures on contact printing equipment it is desirable that the equipment be operated in as little light as possible. Semi-darkness or even operating in a dark room under safety lights will do much to improve the results of the copy and speed production because of the freedom with which sensitized paper can be handled under these conditions.

It should be pointed out that contact printing, for satisfactory results, must be done from loose leaf material. The reason is apparent, because perfect contact between the sensitized paper and the original is necessary.

In any kind of copy work of this kind, where good positive copies are desired, copies that are true facsimiles of the original in size and appearance, this method is very satisfactory. It should be borne in mind that the negative is usually a reverse negative, and therefore not readable. The only exception to the negative not being readable is when the original is single page material permitting a readable copy to be made as heretofore explained.

#### Readable Copy

Two procedures are therefore usually necessary to get the readable copy, one to produce the negative and when this is developed and dried, another to produce from the negative the readable positive copy. As many positive copies as are desired can be made from one negative. The positive can be made from the negative copy in exactly the same way as the negative was produced from the original and on the same equipment and the resulting positive is a black on white, just like the original. There is, however, equipment available for printing and developing from negatives of this kind, which afford automatic developing. It is a mercury vapor printer, in other words, a blue printing machine. From a production standpoint the use of this printing equipment is highly desirable. The installation of such equipment at current prices is approximately \$500. One of the best printers currently in use is the Wicks printer. The paper upon which the prints are made in these printers is cheaper than the regular sensitized paper for contact printing. For example, one user of such equipment spends approximately 5c per sheet (8½" x 14") for the sensitized paper upon which he makes the negatives and 1c per sheet for the paper upon which the positives are printed. This cheaper paper is not as durable as the other paper, however, and the prints are the same as the material from which they are printed, that is, a negative white on black is reproduced white on black.

For any abstracter who is interested in a method which will exclusively be used for making facsimile copies of material in original size, contact printing is worthy of consideration. Copies of abstracts and plats can be produced which in appearance are just like the original material. Equipment is available in various sizes and prices. The type of material and the quantity of work to be done are, of course, the prime factors for determining what equipment to invest in. Currently, prices range all the way from \$150.00 to \$850.00. Good electric dryers are priced at from \$150 to \$700 with an excellent Peck and Harvey dryer available at about \$400. The value to the user should pretty well be the guide in making a purchase. In buying any kind of photographic equipment, "the best costs most, but the least in the long run."

## PHOTO-COPY METHOD

The abstract and title plants reporting that they use photo-copy equipment predominate in the 54 returns received to the questionnaire. The reasons for this apparently are: It is the oldest of the three methods of business photography; it is quite flexible and there is more of this equipment on the market with more manufacturers in the field. At least one abstract and title company has been using photo-copy equipment since 1908. It has been used extensively for some time in many County offices for maintaining the public records. More people are familiar with and have used photo-copy prints than either of the other two methods.

It is interesting to note that the inventor of the photo-copying process was an abstracter, who in 1898 conceived the idea of photographing the records. He experimented for several years with a camera of his own design and construction and in 1904 completed the first photo-copying machine. He didn't continue in the abstract business very long after this, but organized a company to manufacture the equipment and his company became and is one of the larger manufacturers in the photo-copying field.

### Procedures

Photo-copy, as stated before, differs from contact printing in that the reproduction on sensitized paper is done through a lens which permits a reduction or enlargement in size of the copy. Briefly stated the usual procedure is to place the material to be photographed on a flat horizontal surface with the camera suspended above. Light is directed on the object and the exposure made. The exposure time is rapid, the exact time of exposure and the intensity of the light depend upon the material being photographed. From 2 to 4 seconds is the exposure time required for most typewritten or printed material. Some equipment provides for the manual insertion of the sensitized paper in the camera, and other equipment handles the paper on a roll and automatically feeds it into the camera for exposure. Inasmuch as the paper must not be exposed to light, equipment which automatically places it behind the camera lens, has some advantages. Paper which is sensitized on both sides can be used and thus copy made of both sides of an original document on one sheet of negative paper.

The developing process is the same as heretofore explained. There is equipment manufactured with developing units attached which automatically take the negative through the developer solution and the "fix", thus eliminating the necessity of removing the exposed paper from the camera in a light proof container for transferring to a dark room and the manual operation of developing. Washing and drying do not require a dark room. There is available, however, automatic washing and

drying equipment so that a complete installation can be made which provides facilities for exposing, developing, fixing, washing and drying in a continuous flow.

In connection with using automatic developing equipment it is important to recognize that with automatic developing every negative receives exactly the same treatment and there is no opportunity to exercise technique in developing negatives. There are two important techniques involved in photography for maximum results; one is the timing of the exposure when operating the camera and the other the handling of the negatives in the developing process. Neither of these need to necessarily slow up, to any great extent, the production of an operation. Nevertheless, these two techniques are acquired by experience and cannot be applied automatically.

### Flexibility

The photo-copy method is flexible in that equipment is made which will reproduce material in actual, reduced, or enlarged sizes. A substantial number of the companies using photo-copy methods, report that they use it for copying the daily "take-off" of instruments recorded. It is also used extensively to copy plats. Several title plants find it very practical to reduce legal size to 5"x8" or 5½"x8¾". This permits fairly easy reading and less filing space than the original material.

One plant which has done a great deal of work in developing the use of photo-copy equipment currently are photographing the daily recording at the rate of 150 documents per hour. Two well trained girls do the job of photographing and developing. It takes these girls about 1½ hours to process an hour's "take-off", that is, develop, dry, and sort the negatives. It should be borne in mind that these girls handle more than 150 negatives because practically all documents require at least two exposures to copy both front and back, and many documents have three or more pages, all of which have to be photographed separately. This plant does not use equipment which has automatic developing. The developing is done in a well equipped dark room by these girls.

### Readability

One of the advantages of photo-copy over contact printing, in addition to the reduction in size of the copy from the original, is the fact that the resulting negative is readable, that is the image is carried to the sensitized paper in its original position with, of course, the color reversed. Positive, black on white, can be made by photographing the negatives at any time. This permits the negative to be filed and used for reference or for making additional copies when needed.

In comparing and contrasting photo-copy with contact printing it should be pointed out that the large contact printing equipment will permit copying

from several originals at one time on separate negatives. The only limit to the number of pieces which can be photographed at one operation, being the number that can be placed on the surface through which the light is directed to make the exposure. On contact printing equipment which will photograph the maximum size of 32"x40", 8 originals, 8½"x14" in size can be copied at one time. Photo-copy equipment doesn't lend itself to photographing several documents at one time, because of the difficulty of placing several pieces of material within the range of the camera and also because the negatives would individually be greatly reduced and have to be separated from each other by cutting.

In one plant which uses contact printing equipment for making copies of abstracts for sale to its customers it is not unusual for the production to reach 75 pages per hour of copied abstracts, positive copies ready for delivery. It is doubtful if this production can be equalled on photo-copy equipment.

### Photo-Copy Costs

Photo-copy costs will run somewhat less than contact printing, if the material is copied on a reduction ratio and positive prints are not required. Sensitized paper will approximately cost from 2 to 6 cents per page in sizes ranging up to 8½"x14", depending upon the size, quality and quantity, and about double these prices if sensitized on both sides. For example, one very good grade of paper, of regular weight, can be purchased in sizes 5"x8" for 2.2c per sheet in 1000 sheet quantities. One plant reports that it buys paper in large quantities, cut to size 5½"x8¾" at \$18.00 per thousand (not sensitized on both sides). The fact that the negative is not reverse, reduces the quantity of paper required to make readable negatives.

### Costs

The cost of photo-copy equipment at present prices has a wide range. As with contact printing equipment the uses to which the equipment will be put will largely determine the investment. The prices for equipment good for most practical uses range from \$400 to \$1200. Some equipment can be had on a rental basis. Good equipment with complete developing and drying units attached can be had for prices ranging from \$1800 to \$3000. The large equipment, such as is used in County offices for recording, complete with automatic developing, fixing and drying, ranges as high as \$7500.

## MICROFILMING METHOD

The third method of using photography in business is the newest in recent developments, and the most highly specialized. Microfilming, or microphotography as it is called by the experts, consists in the reduction of images to such small size that they cannot be read without optical assistance. The copy is made on film instead



of paper at a greater speed than either of the other two methods. The reduction in size is so great that, for example in excess of 1600 copies of material 9½"x14" can be placed on a single 100 ft. roll of 16 mm. film and more than twice that number on 35 mm. film. 16 mm. is approximately ⅝" in width and 35 mm. is approximately 1⅜" in width. Film is usually sold in 100 ft. or 200 ft. rolls.

The operation of microfilm equipment adaptable to use in title plants is similar to photo-copy in that the material to be photographed is placed within range of the camera, usually on a flat horizontal surface with the camera perpendicular to and focused from a position above the surface. Light is thrown on the material to be photographed and the picture made by exposure through a lens. As in both contact printing and photo-copy the type and condition of the material must be considered to determine the proper intensity of light on the material in order to get best results. Meters are available which greatly simplify this procedure. The material to be photographed must be located at the proper distance from the camera, which is determined by the reduction desired and the size of the material. This is not involved or difficult and if a quantity of material is being photographed which is of identical size and weight there is no adjustment necessary after the first exposure is made. However, if the material consists of documents of various sizes, adjustment may be necessary, especially if changing from small to large documents in order to bring the material into range of the camera. The same is true if the material consists of a bound volume, because as the pages are turned the distance of the object from the camera lens, decreases or increases. This kind of adjustment is not necessary with every page, only when the distance has increased or decreased by ½ to 1 inch. In photographing documents of various sizes, the equipment can be adjusted for the largest size and operating at this adjustment for all sizes. This procedure involves film wastage however, because the same amount of film will be exposed with each picture taken regardless of the size of the material being copied.

#### Loose Leaf Material

For photographing loose-leaf material, several manufacturers have microfilm equipment which is automatic in operation. The camera and lights are enclosed and all that is required is to turn on the machine and feed in the material. This type of equipment is very easy to operate and especially good for production work where documents of the same size in width and type of material are copied. This particular equipment will take material of any length, the only restriction on size is in width—11½" being the maximum. One thing should be pointed out with this automatic equipment, and that is, that

an adjustment in light intensity is necessary when copying documents printed on colored paper, such as blue prints or photo-copies.

#### Commercial Microfilming

The commercial use of microfilm has usually been made with the developing being done by the companies selling the film. The price for the film usually includes the cost of developing. This means, of course, that after a complete roll of film is exposed, it is removed from the camera, placed in a sealed container and sent out of the office to a laboratory for developing. It is developed immediately and the developed film viewed to determine if the copy is good, or there are any defects caused by faulty film or mechanical deficiency in the camera. The developed film is then returned to the customer. This service takes about 24 hours for the customer who is situated in a city where the film company has a laboratory for that purpose. If, on the other hand, the film has to reach the laboratory by mail or express, it may take several days. The developing of microfilm requires the same technique as developing sensitized paper. More care is necessary, however, due to its reduced size, and the fact that it is in rolls or strips makes the handling of the film more difficult than the exposed negatives from contact printing or photo-copying processes. Transferring sheets of paper from one tray of chemical to another, and then into a water wash is considerably easier than transferring strips of film and especially if the film is in 100 ft. rolls. This is also true of the drying procedure. Paper negatives can be run through the dryer rollers with little difficulty and quite rapidly. Film should be dried by air currents, preferably on a rack with both sides of the film exposed to warm air currents. Film scratches easily and therefore requires more careful handling than paper.

There are at the present time, on the market, a few small developing units which are not very practical for every day business use. Until recently the manufacturers of microfilm equipment have failed to give consideration to the need for developing equipment for the film. As stated before, commercial development of microfilm has been on the principle that the developing should be done by the companies selling the film and equipment.

There is every reason to believe that in the very near future there will be available developing equipment, including dryers, which will be very satisfactory for developing rapidly short strips or as much as complete rolls of film. The chairman of this committee recently has seen equipment in use which eliminates most of the difficulty herein mentioned in handling, developing, and drying film. One of the large manufacturers of microfilm equipment has designed and is manufacturing this particular developer and dryer which will not be for sale but will rent for

\$15.00 per month. Others are in the process of doing the same, and probably within a few months there will be several different kinds of developers on the market. An obvious comment in the way of advice to anyone purchasing developing equipment for microfilm, is that the manufacturer who has been in the microfilm field for some years will undoubtedly produce the best equipment.

#### The Reader

Another piece of equipment that is quite necessary in the procedure of using microfilm, is the "reader" or "viewer" for enlarging the negative to readable size. This is a process which involves projecting the image on a screen for easy reading and reference. This is done by projecting through a lens direct to a screen, or projecting to a mirror which reflects the image on a screen.

There are two types of readers in common use at the present time. Both are box like in appearance. One reflects the image on a screen which is almost horizontal such as the position a document might be held by someone working at desk. The other type reflects the image on a screen which is almost perpendicular. Generally the latter type is used, because typists can more easily copy from it. These readers can be rented at rates as low as \$5.00 per month, or purchased at prices ranging from \$100 to \$500.

It is evident that considerable improvement can be made in the readers, and should be before they are completely adaptable to uses in the abstract and title field. Some of the obvious defects are:

They are rather large and unwieldy and therefore difficult to move from desk to desk. They occupy too much space and on any desk of ordinary size there is not sufficient working space in front of the readers.

Readers should be used in subdued light for best results, which may be a disadvantage at times.

The moving of the film under the lens so as to change the view reflected on the screen is somewhat cumbersome, especially for a typist. It requires a rather long reach and a deft touch.

The readers need something corresponding to a "line-a-time" attachment for use in following long descriptions.

From the returns to our questionnaire and other available information, it appears that the first use of microfilm in the abstract and title field has been to copy on film the title plant. Thus to insure replacing the tract books and name indices if needed. This is relatively inexpensive and can be done periodically in order to pick up the additions.

A number of plants have recently used microfilm for copying the county records of recorded instruments, thus bringing into their own plant the complete record of recorded instruments.

Microfilm is also being used by sev-

eral companies to copy abstracts, title reports and policies.

A few plants are using microfilm equipment to make the daily take off. Processing the film quickly and in small strips is one of the difficulties that has to be considered in using microfilm for this purpose. As stated before in this report there is need for proper developing equipment to handle small amounts of film easily and quickly.

It is a simple procedure on most microfilm equipment to cut the film at any time and remove exposed strips of any length. These strips can later be spliced into a complete 100 ft. or 200 ft. roll if desired. A considerable amount of waste film will result from handling it in this manner, however, because of the necessity of protecting that part of the film upon which the copy is being made. In other words, the used film must be protected from light when removing it from the camera, and this necessitates exposing a small amount of unused film each time a film is cut.

### Indexing

Indexing of the material is not difficult if placed on the film in numerical sequence.

In order to reproduce copies from the microfilm negative in enlarged size, other than to project it on a screen for reading, it is necessary to use an enlarging camera. In this manner the image is transferred to paper in any desired size and prints developed. The complete equipment required to do this process in addition to the dark room is an enlarging camera, developing equipment and dryer. A skilled operator can make prints very rapidly. With the cost of the paper running from 4c to 6c per sheet (legal size) and film at \$6.60 per 200 ft. for 16 mm. and \$5.50 per 100 ft. for 35 mm., it is evident that on a production basis copies can be produced cheaper in this manner than by typing and comparing. Eastman have an excellent enlarging camera which has proven very satisfactory, and sells for approximately \$300.00.

Because of the technique required in the use of microfilm and in the processing of it, much microfilming is done commercially by service organizations who have the equipment and the "know how". Depending upon the use to be made of microfilming, the "know how" is an important element. If prints are to be made from the negative film the exposure needs to be perfect. The principle of reducing a document to minute size, and then enlarging it to approximately its original size, makes the photographing a skilled operation. Where the copy is being made only for the purpose of scanning it on a reader, the same skilled operation is not so necessary, because blemishes and light streaks on the copy are not too material. The two techniques that have been mentioned before, regarding exposures and developing are very im-

portant in connection with film as well as paper.

### Repeated Use of Film

Where film is to be used repeatedly for reference it is desirable to give some consideration to having positive copies on film made of the negative, and use the positive film for reference. Film scratches easily, and if prints are to be made from the negative it is well to avoid scratching it. At the present time copies can be secured from 16 mm. film for 4c per ft. and 35 mm. for 6c per ft. There is a new process called the Ozlid process for making copies of film which is too new to be available everywhere, but which costs about the same as the original film and is very satisfactory. Film copied by this latter process will stand a great deal of handling and is not affected by dampness or temperature changes.

At the present time microfilm equipment can be rented or purchased. This statement must be qualified by saying that certain types of equipment can be purchased. Some manufacturers prefer to rent their equipment and thus insure the sale of their own film. Present prices range around \$1,500 with rental rates of \$12.50 to \$35.00 per month, depending, of course, upon the size, etc.

### SUMMARY

It is fundamental that the best and clearest photograph of a written or printed document will result from the process of contact printing, where there is no distortion of light rays, no reduction in size, and the negative is made from direct contact with the original.

On the other hand, where it is desirable to reduce the copy in size from the original, avoid the reverse negative and use a readable negative for reference, etc., the taking of the photograph through a lens is advisable. The negative copy, when placed on paper in this manner will stand considerable handling.

The least expensive method by far, of making and storing photographic copy is to place the copy on film. Material on microfilm will require only 1½ per cent to 2 per cent of the space for storage required by the material in original size.

The microfilm process is the most rapid method for photographing documents or bound records, especially if the material is of constant size and quality.

### No Selectivity

In photographing either on sensitized paper, or film, one condition is most important. That is, the camera is not selective, it copies everything within range of the lens and just as it appears from the angle at which the camera is placed. Material which has been folded and has creases or wrinkles in it will not photograph well unless it is completely smoothed out. Most equipment provides for doing this by placing the material under glass, that

is letting the weight of the glass flatten the material. This is not wholly satisfactory. Any operator of any kind or type of photographic equipment must develop skill and technique in properly placing the original material under the camera and adjusting the range and light intensity for the particular object to be photographed. The best of operators have to make "re-takes" once in awhile. To keep re-takes to minimum is most desirable both from a production standpoint and a standpoint of costs.

In photographing the record, or the daily recordings, much unnecessary information will be accumulated. In considering the use of photography copy in plant maintenance and in production of abstracts and title guarantee policies, this should not be overlooked.

### Care in Developing

It should be pointed out again that developing is a most important part of any photographic procedure. A well equipped, properly arranged processing room is essential to proper developing and printing. Fortunately, processing operators are made, not born. Good technique can be acquired by anyone who is interested and willing to learn. The best operators are people who have been interested in photography as a hobby and have had some experience in developing and enlarging while pursuing this hobby.

In this report we have attempted to present a description of the three methods of business photography in sufficient detail that anyone who has never used and knows nothing about any method will have a fundamental understanding of the principles involved and the operation of equipment for each of the methods. There are six general uses which can be made of one or more of these methods in a title plant:

1. To copy the plant indices, such as tract books, miscellaneous, judgment, tax, special assessment indices, etc., in order that they can be quickly and economically reproduced in original size. From the standpoint of both storage and economy, microfilm is at present the method best suited for this purpose.
2. To copy the daily "take-off", that is the daily recording of deeds, mortgages, etc. This can be done by either of the three methods, contact printing, photo-copy or microfilm.

If the copy is to be used both in maintenance and production and will require considerable handling by several people, either contact printing or photo-copy produce material which will withstand repeated handling. However, from the standpoint of filing and the storage space required, there is no savings over the use of abstracted minutes. Probably there is more filing space required be-

because all of every document will be on each copy.

On the other hand, if the photographic copy is to be handled only for abstracting from it information for maintenance purposes, and information for production when needed, the microfilm method is worthy of consideration. The filing space for microfilm in rolls is greatly reduced in comparison with any other material. Information can easily be obtained from the copy placed on a "reader" or "viewer". The task of selecting the proper film roll and locating the correct document, might be compared to selecting the proper deed record and locating the correct page of a recorded document in the Recorder's or Clerk's office. Documents photographed in numerical sequence are easily indexed and readily located.

Local conditions will pretty well determine which method is best for any one plant. Such questions as these will have to be answered: How much space can be obtained in the court house for installing equipment? What is the volume and how available are the documents after filing? What schedule is it desirable to maintain in the title plant? etc.

An important element to consider is the necessity for having copies of all documents available for ready reference. In localities where the available business is divided between two or more plants, this is not to be ignored.

3. To copy all of the county records, especially the records of deeds, mortgages, releases, leases, etc., in order to have the copy readily available for use in production. Here again, are local conditions and procedures the determining factor in whether this is worth while in the first instance and as to which method is the most usable in the second instance.

Contact printing is not a usable method because of the necessity for photographing bound records.

From the standpoint of storage and filing space, and the standpoint of costs in making the initial copy, microfilm is the most desirable. Although, as in the case of photographing the daily "take-off", if every copy is to have repeated handling, photo-

copy produces material which is very adaptable to such use.

4. To copy plats for use either in maintenance or production. Contact printing or photo-copy methods probably take preference over microfilm for the copying of plats to be inserted in abstracts if the best possible results are desired. Negatives of plats that are repeatedly used can be made and filed and positive copies produced as needed.

Microfilming is a very usable method for reducing large plats to small size for convenient handling. A large plat can be photographed in sections and any section or part of a section reproduced on a positive print by the enlarging camera.

5. To copy abstracts for sale to customers. The method of contact printing is in most respects preferable to either of the other two, with photo-copy and microfilm in respective order. The quantity of this type of work, the speed required, etc., should be the determining factors. From a standpoint of cost only, there is little to choose between contact printing and photo-copy. Microfilm is cheaper, because the original copy on film is cheaper than on paper. The handling of microfilm, the care necessary in photographing and in processing in order to get the best negative possible from which to make prints, is a factor which tends to add favor to copying direct on paper rather than film.

6. To copy material produced, such as abstracts, preliminary title reports, title guarantee policies, etc. Undoubtedly the microfilm method is preferable if the only purpose is to have available for occasional reference a copy of the product which has been sold to the customers. The cost of making the copy and the requirements for storage and filing, both favor the use of microfilm.

It would be desirable if this report could include specific recommendations as to procedure, method and make of equipment for every use. That is not possible at this time. There are too many changes and improvements yet to come in perfecting equipment to be more adaptable to the particular requirements of the title industry.

Equipment recommended today may be improved upon tomorrow, although

engineering costs are high and no manufacturer is going to make changes in equipment until he can see the size of the new market which will open up due to the changes.

The manufacturers with whom this committee has had contact, and who are without question reputable and reliable are well known in the field of photographic equipment. They are listed here, with the observation that there are other manufacturers who are just as reputable and reliable, but unfortunately their equipment is not yet available or we have had no opportunity to see it.

The prices given are the prices as quoted in Chicago at the time this report is prepared, and are, of course, subject to change and to some difference in various localities. The difference in prices for the same kind of equipment are principally due to the "deluxe" additions to the machines and of course, to the difference in size. Some of the photo-copy machines have developing units attached, and some have developing and drying units attached.

Equipment is on display at this convention and representatives of most of the manufacturers are here. It is recommended that for accurate information regarding prices and availability of equipment and service in any particular locality these representatives will supply it.

We appreciate the cooperation and assistance we have had from the manufacturers of photographic equipment and their representatives, and from our own people who are users of photographic methods. We have tried to generalize the information accumulated during the past few months and yet be specific enough to answer some of the questions. If we have contributed anything to the information many of you want concerning photographic methods as applied to the title business, our time has been well spent.

Most of you will have questions concerning processes and equipment which are not answered in this report. Perhaps the answers are available in the information we have accumulated over the past few months. At least we will do our best to answer any inquiries and suggest that such inquiries be directed to the office of the Executive Secretary. From time to time, if the volume warrants it, your questions will be answered to the best of our ability through the medium of the Bulletin in order that additional information will become available to all.

## List of Manufacturers and Equipment Which Are the Most Adaptable to the Uses Discussed in This Report

Manufacturer	Kind of Equipment	Trade Name	Maximum Size of Copy	Price	Rental
Remington Rand, Inc. New York, N. Y.	Contact Printing	Portagraph 4 models	9½" x 15"	\$ 162.45	
			20 " x 24"	\$ 257.20	
			30 " x 40"	\$ 525.00	
			40 " x 60"	\$ 820.00	
	Photo-copy	Dexigraph 3 models	8½" x 14"	\$1025.00	\$ 27.50 per mo.
			8½" x 14"	\$ 845.00	
			11 " x 18"	\$1025.00	
	Microfilm	Film-a-record 16 mm. 2 models	12" width any length	\$2175.00	\$ 30.00 per mo.
			11" width any length	\$1750.00	\$ 30.00 per mo.
	Recordak Corporation New York, N. Y.	Microfilm	Recordak 6 models 16 mm. & 35 mm.	Model "E" 19½" x 24½"	\$1200.00
16 mm. & 35 mm.					
Model "D" 25" x 35"				\$1400.00	\$ 35.00 per mo. (\$75 for 1st mo.)
16 mm. & 35 mm.					
			Model "C 1" 37½" x 52½"	\$3700.00	\$100.00 per mo. (\$175 for 1st mo.)
			16 mm. & 35 mm.		
			Model "C 2" 37½" x 52½"	\$3300.00	\$85.00 per mo. (\$160 for 1st mo.)
			16 mm. & 35 mm.		

			Commercial 14" width any length 16 mm.	Rental only	\$ 30.00 per mo.
			Junior 9 1/2" x 14" 16 mm.	Rental only	\$ 12.50 per mo.
The Haloid Company Rochester, N. Y.	Photo-copy	Rectigraph  3 models	11 1/2" x 14"	\$ 750.00 to \$2300.00	
			14 " x 18"	\$ 925.00 to \$2425.00	
			18 " x 24"	\$1425.00 to \$2825.00	
				(Note: Prices vary according to accessories such as automatic developing, book-holders, etc.)	
		Mini-record	12" x 18"	\$1785.00	
				(Copies on 100 ft. roll sensitized paper 70 mm. Copies are reduced to 2 5/8" x 3 1/2".)	
Photostat Corporation Rochester, N. Y.	Photo-copy	Photostat  3 models	14" x 18"	\$ 375.00	
			26" x 26"	\$1000.00	
			23" x 28"	\$2000.00	
Hunter-Electro-Copyist, Inc. Syracuse, N. Y.	Contact Printing	Hunter Electro- Copyist  5 models	10" x 15"	\$ 142.50	
			14" x 19"	\$ 223.25	
			24" x 30"	\$ 487.00	
			26" x 38"	\$ 515.00	
			20" x 42"	\$ 588.00	

We are informed that Graflex, Inc., will soon have their microfilm equipment, the Graflex Photorecord, on the market. York Microstat, Inc., will also have a microfilm camera soon which may have some desirable features. This company's present equipment is too large for practical use in an abstract or title plant. Diebold, Inc., are almost ready to place a micro film camera and automatic processing unit back on the market. The processing unit, especially should be investigated.

NOTE: The above information regarding sizes and prices is subject to inaccuracies due to constant changes in models, and changes in prices and rental contracts.

# The Mechanized Abstract Office

OLGA M. TRUCKS

Lake County Abstract Co.  
Baldwin, Michigan

In December of 1945 Dad gave a talk at the American Title Association Convention in Chicago on "A Mechanized Abstract Office." This talk was printed in the Title News. His talk painted "the results" of our system. Since then we have received many letters asking "How is it done?" and have had abstracters from various states call at our office to see "How it is done". Mr. Sheridan has now asked me to write about how the results were accomplished in our office.

Things don't get accomplished unless you do something about it. One of Dad's pet expressions is "an idea isn't worth a darn unless you try it out". By experimenting and trying out ideas we have been able to adapt existing mechanical devices to our needs.

Our biggest help in getting it done has been the Dexigraph camera made by Remington-Rand, Inc., Buffalo, New York. Our's is a special model that takes:

1. unity—maximum print 8½ x 14
2. 78% of original copy
3. 58% of original copy

In this county (Lake County, Michigan) the record page is 11½ x 18. For our files we use 5 x 8 double sensitized paper that takes half the record page on one side, half on the reverse. This utilizes the 58% reduction. (See plates No. 1 and No. 2). Or should one prefer a larger print, 7 x 10 double sensitized paper could be used and a whole record page would be on one print, front and back, and the reduction would be 78% of the original record page.

Before we could actually begin working we had to have the following supplies and equipment:

1. The Dexigraph (before mentioned)
2. Paper
  - a. 5 x 8 double sensitized
  - b. 5 x 8 single sensitized
  - c. 8½ x 14 single sensitized
  - d. 10 x 14 double sensitized
3. Developer
  - a. Developing tray
  - b. Five roman cleanser bottles for new mix.
4. Fixer
  - a. Container for the fixer
5. The washer
6. The dryer
7. Blotters

In our system, to start at the beginning of the photo job means pulling the record page from each liber being used and checking the liber and page number against the entry book. (Our entry books are a manual copy job

from the three entry books—deeds, mortgages and miscellaneous—in the Register of Deeds office. More about the entry books later!) We photograph only those instruments marked "Compared"—this to save us comparing our photos with the instrument when the Register is through typing it. We keep a check on the last instrument photographed and any omissions that for any reason might have occurred. These "pulled pages" we take to our photo room; then the actual photography begins. In those cases where there are more than one description, we make one photo for each description. Sometimes, however, we run



MISS OLGA TRUCKS

across so many descriptions per instrument that it would be unwise to photograph the instrument that many times. In these cases we multigraph cards (5 x 8, 30 lb weight paper).

After the photos have all been taken and the pulled pages have been returned to the correct liber, there's the process of developing—the developer, a quick rinse, the fixer and then the washer and dryer. We weren't satisfied with the commercial washers and dryers available, so we made our own.

The washer holds twelve trays (See plate No. 3 and No. 3A) which accommodates ninety-six prints. Trays are divided to accommodate one print for each division, so that the prints do not touch each other. The water flows

through the trays and lessens time of washing.

Our dryer (See plate No. 4 and No. 4A) will hold ten air tunnels and will dry eighty prints within an hour's time. The motor of the dryer is an old vacuum cleaner motor that pulls the air through the air tunnels. Our prints are placed on the blotters between each air tunnel in about five minutes time. They dry with a minimum amount of curl and that we like. We're not satisfied this is the best dryer and we're working on a new idea and one that makes less noise.

That's the photo-job up to the point where the identification of prints begins.

From this point forward we talk and work geographical filing. Briefly it files:

1. Section, township, and range
2. Subdivision, block and lot
3. Abstracters' arbitrary numbers of metes and bounds descriptions. Its keynote is a photo or card for each description; that is, a print for each section, a print for each block! Geographical filing is as flexible as your imagination.

After the Register of Deeds enters the instrument in the entry books, we copy therefrom and use this as a basis for pulling the record page, entering before each instrument listed, the liber and page at which the instrument has been recorded. (See plates No. 5, No. 6, No. 7). You will note from the examples that some instruments are marked with a "P" while others are not. The "P" is our check that the photo has been taken. You will also note that some entries do not have the liber and page entered. In these cases the instruments have not been pulled for photography as yet.

Identification is the next essential step. At this step we get a good check to see that prints have been made for each description in an instrument or order multigraphed copies so that we have a 5 x 8 to file against each description. Let me illustrate. (See plates No. 8 and No. 9). There were two prints made of 116 Deeds page 358 because in the body of the instrument there are two descriptions. The block and lot, or section, township and range identification card (See No. 10 and No. 11) is slipped in place when the instrument is being photographed so that we have the upper right hand corner for identification.

115 Deeds page 293 (See plate No. 12) has ten descriptions in the one instrument. Rather than photograph the

instrument as many times as that we ordered ten multigraphed copies and then filled in a separate description for each card. (See plates No. 13, No. 14, No. 15). In this case the photograph was filed liber and page for reference purposes only. However, the photo may be filed against one of the descriptions in which case we note on the bottom of the card—PHOTO FILED LAKELAND ACRES No. 1, Block 26. The multigraphed cards contain sufficient information so that seldom, if ever, is it necessary to refer to the photograph.

We have two multigraphs we may use to do this multiple job—one a No. 60 hand type-set machine and the other a model 40 off-set type multigraph. We usually use the type-set job for card multigraphing and the large model for abstract work. The Model 40 multigraph has a paper plate and a metal plate. We use the paper plate for typing on when the material we're multigraphing has only the value of the number of sheets we want at that particular time. However, we use the more permanent metal plate for chains of title and those instruments which will always have value. In order to get the best results from the multigraph the duplimats must be typed on with a very even touch. We have purchased the electromatic typewriter to help us achieve this.

When the identification is completed and the check has been made so that each description has a photo or card, then the indexing can be done. Plates No. 16 and No. 17 are photographed pages from our index books. Plate

No. 16 serves to index lands under section, township and range, whereas the other, plate No. 17, serves to index under subdivision block and lot. All that is necessary to do is spot the correct description and write the liber and page number down.

We file exactly the same way we index.

See plate No. 18 for an example of filing. This represents filing under section, township and range. The thirty-six separate divisions are the sections, the 17-11 is, Township 17 North, Range 11 West. Geographical filing is as flexible as your imagination. You can break down the filing under a section into filing in quarters—NW $\frac{1}{4}$ , NE $\frac{1}{4}$ , SW $\frac{1}{4}$ , SE $\frac{1}{4}$  and you could go still farther and give parcel or tract numbers to a particular description.

Plate No. 19 is an example of filing under subdivision, block and lot. The 1 to 25 represent the blocks, the Chain O'Lakes is the subdivision. Here again geographical filing is as flexible as your imagination.

The prime purpose of our geographical filing is to have one place and one place only from which to get our material for a particular description.

Our counter height files is our "source" for the abstracts or title searches we make. (See plate No. 20). When an order is received, for example on the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 27, Township 17 North, Range 11 West, and after the order file has been written and tax history ordered, the following is the procedure: (See plate No. 20):

1. Go to file containing Section 27,

Town 17 North, Range 11 West and take out all prints.

2. Sort out all that are identified as affecting the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$ .
3. Arrange prints of SE $\frac{1}{4}$  of SE $\frac{1}{4}$  chronologically.
4. Take index book for Section 27, Township 17 North, Range 11 West and check prints with index to see that we have all prints indexed.
5. Arrange prints in abstract order.
6. Read title to see what miscellaneous instruments are needed, such as death certificates, affidavits, powers of attorney, estates, etc., and whether we have multigraphed copies of chains of title or instruments often used. We have—filed geographically—copies of abstracts from United States Government Ownership to the plat. In many cases we have multigraphed copies so that it is simply a job of pulling the abstract and then adding thereto the new entries from the plat down. In no case do we ever have to run down a chain of title for a parcel of land that has been subdivided.
7. Check miscellaneous index to see whether all are of record and then pull prints from miscellaneous alphabetical files.
8. Place miscellaneous prints and other miscellaneous matters with prints having descriptions, in their proper order.
9. The abstract is now ready to be typed.

Miss Olga Trucks is employed by the Lake County Abstract Company, at Baldwin, Michigan, where she supervises all the work of photography, indexes, geographical filing and general office procedure. Miss Trucks has had considerable experience in the abstract office, having started her abstract career in her high school days in Baldwin. The owner of this firm is Judge Ray Trucks whose articles have appeared heretofore in Title News.

After being graduated from Baldwin High School, Miss Trucks attended Albion College at Albion, Michigan, and was graduated with an AB degree. She also attended the Arizona State Teacher's College at Tempe.

Miss Trucks taught English, Speech and Commercial subjects at Custer High School in Custer, Michigan, and Plymouth High School in Plymouth, Michigan.

In the early days of the war, she enlisted in the Women's Army Corps, being attached to the Army Air Corps.

Her services on a consultant basis are available to our members who are interested in photography installation and/or a geographical plant. She may be contacted by writing direct to her at Baldwin, Mich.

100

WARRANTY DEED - Short Form - 1

116

DEPARTMENT OF STATE - MICHIGAN - 44311

Compare

Received for Record, this 4th day of September A. D. 1946 at 3:00 clock P.M., (as all proper certificates were furnished in compliance with Section 3531, Compiled Laws of 1929, as amended by Act 267, Public Acts of 1931.)

C. Raymond Branch & wife

Kary A. Houston Register of Deeds.

This Indenture, Made this 27th day of August

in the year of our Lord one thousand nine hundred and forty-six BETWEEN C. Raymond Branch and Gladys Branch, husband and wife, White Cloud, Michigan

and Sam Bass and Roberta Bass, husband and wife of 4640 Vincennes Ave/Box 15, Chicago, 15, Illinois

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of One dollar and other valuable considerations Dollars, to them in hand paid by the said part 1st of the second part, the receipt whereof is hereby confessed and acknowledged, do by these presents, grant, bargain, sell, remise, release, alien and confirm unto the said part 1st of the second part, and their heirs and assigns, FOREVER, ALL those certain piece or parcel of Land, situate and being in the township of Hobbar County of Lake, and State of Michigan, and described as follows, to-wit:

Lots eight (8) to Eleven (11), inclusive, Block Seventy-six ( 6 ), and Lots Eleven (11) to Fourteen (14), inclusive, and Nineteen (19) to Twenty-two (22), inclusive, Block Eighty-one (1), Lakeland Acres Number Two (2), according to the recorded plat thereof.

Subject to reservations contained in Liber 113 Deeds Page 181 affecting Lots 11 to 14, inclusive, of said Block 81.

CRB 8/27/46

Block Lots

Together with all and singular, The hereditaments and appurtenances thereto belonging or in anywise appertaining; To Have and to Hold; the said premises, as herein described, with the appurtenances, unto the said part 1st of the second part, and to their heirs and assigns, FOREVER. And the said part 1st of the first part, for themselves their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said part 1st of the second part, their heirs and assigns, that at the time of the executing and delivery of these presents they are well seized of the above granted premises IN FREE SIMPLE; that they are free from all incumbrances whatever; and that they will, and their heirs, executors and administrators, shall warrant and defend the same against all lawful claims whatsoever;

In Witness Whereof, The said part 1st of the first part, have hereunto set their hand and seal the day and year first above written. Signed, Sealed and Delivered in Presence of

Ray Trucks RAY TRUCKS Tom Sawitt TOM SAWITT

C. Raymond Branch C. RAYMOND BRANCH Gladys Branch GLADYS BRANCH

STATE OF MICHIGAN, County of Lake, On this 27th day of August in the year one thousand nine hundred and forty-six before me, a Notary Public, in and for said County, personally appeared C. Raymond Branch, and Gladys Branch, husband and wife, to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be their free act and deed.

My commission expires July 29, 1949. Ray Trucks RAY TRUCKS Notary Public, Lake County, Michigan.



Plate No. 3

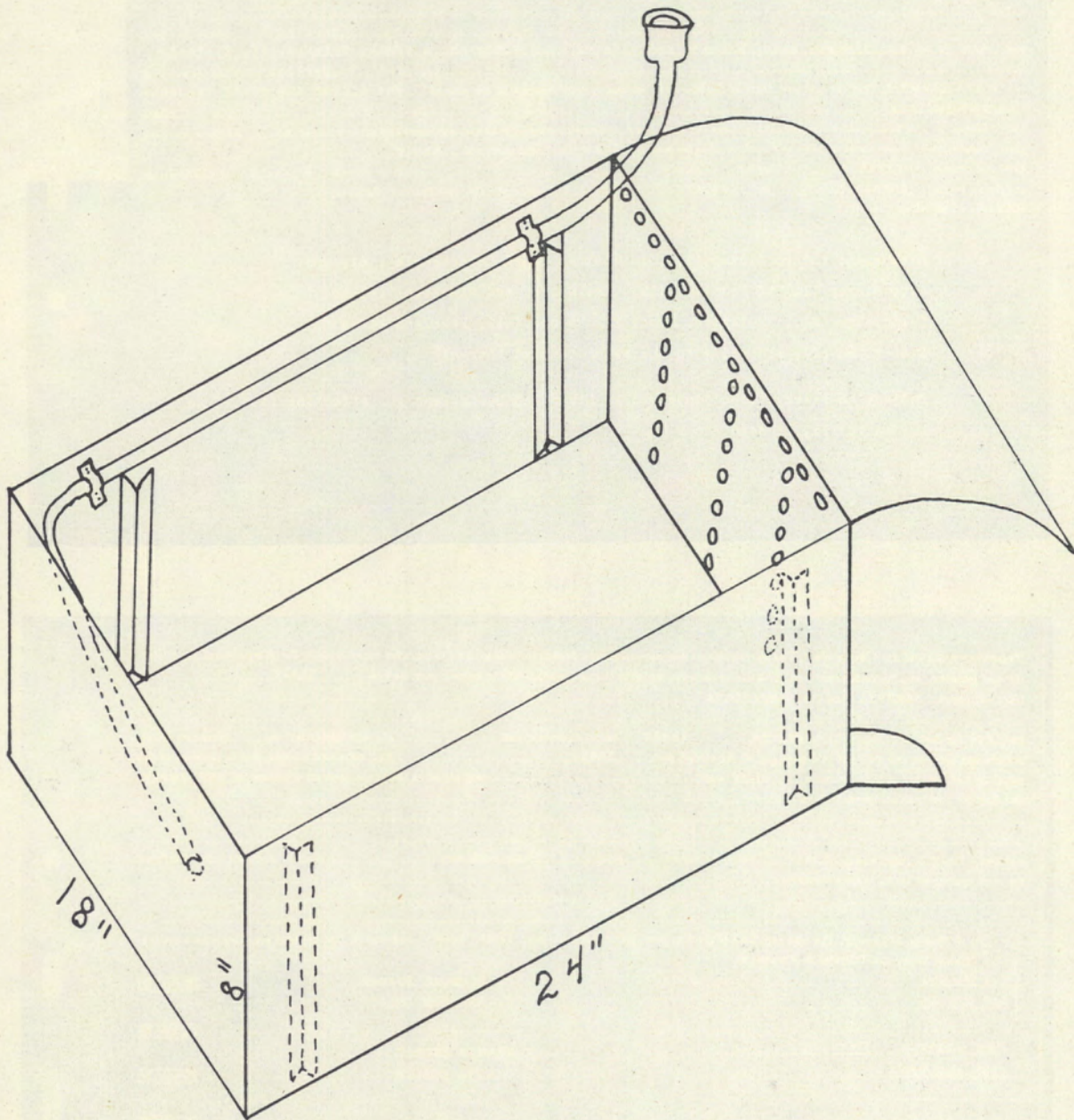
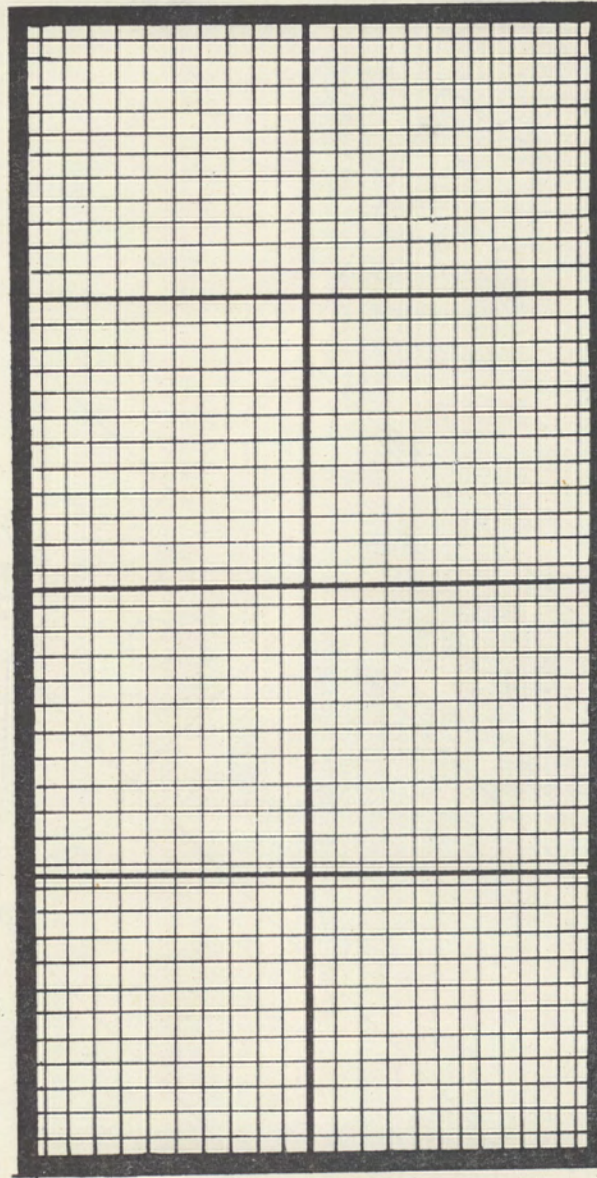
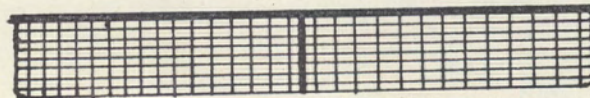


Plate No. 3A



16 1/2"

20 1/2"  
Tray of washer!



End view of tray

Plate No. 4

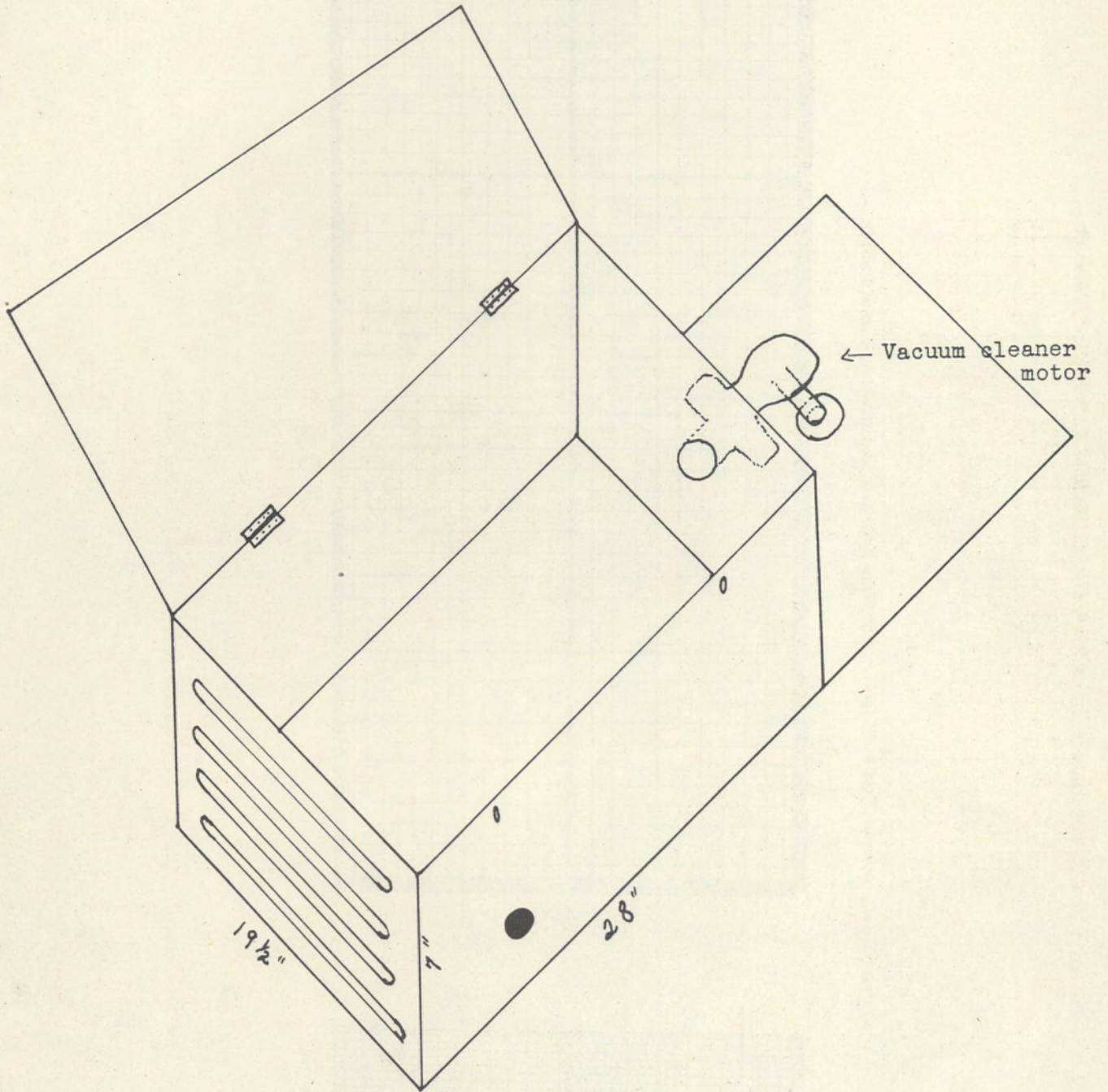
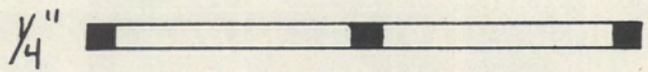
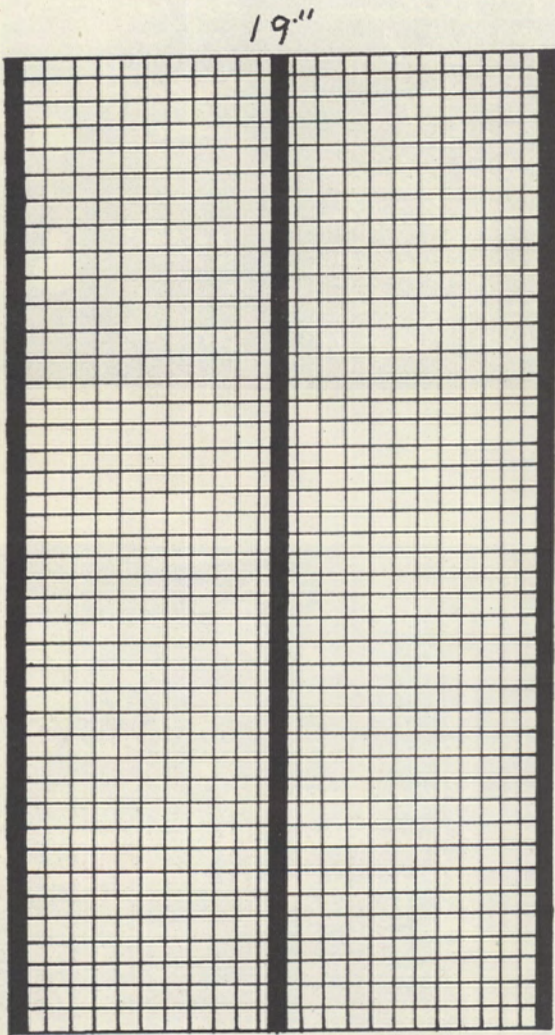


Plate No. 4A

Air tunnel



End view of air tunnel

Sept  
1946

LIBER	PAGE	INST.	GRANTEE	GRANTOR	
7		116 386	United Brethren Church	Eileen M Bradford	Chm Village
7	PP	116 387	Mary H. Jordan	Donald Brichers & 2	2d AOs
7	PP	110 487	Lucian Thompson	Sheldin Bendilton	2d AOs
7	PP	116 391	Isabell Foster	Erasmus G. Branch	2d AOs
7	PP	116 392	Henry L. McClellan	L. D. Jewett et al	Mining Pt
7	PP	116 390	Ray Truckee & of	Alexander Mc Fayde	of Lakes
7	PP	116 388	G. Glenn Hackett et al	Nicholas Lykely	Erone
7	PP	116 393	"	Hes. J. Wayward	
7	PP	116 394	Jeanette Collins	Clifton Gardner	Mining Pt
7	PP	109 41	H. F. Morant & of	C. R. Dullman	25-18-11
7	PP	109 40	Jessie Voderay	H. E. Brehm	21-19-11
11	PP	115 305	St. J Mich	J. C. Lee & of	Grays Hill Baldwin
11	PP	115 302	"	Eva Graham	2d AOs
11	PP	115 301	"	Walfred Ghent	"
11	PP	115 303	"	Herman O. Wilson	"
11	PP	112 483	Lula Haysen Jones	Marian Cousineau	2d AOs + 2d AOs
11	PP	112 482	Marian Cousineau	Lula Jones, et al	"
11		112 481	Harold D. Knight & of	Albert Richmond	27-20-14

1946  
Aug.

LIBER	PAGE	INST.	GRANTOR	GRANTEE	
22	P	35 491	L. L. Land Bk. & Paul	West Latachuk & of	
27	P	36 189	Anno Dobek	Lake Co. St. Bk.	27-20-14
27	P	36 188	Homer Wallace & of	" " "	14-18-12
27	PP	36 186	Irvin Gibson & of	" " "	Baldwin
27	P	34 275	L. Co. St. Bk.	Irvin Gibson & of	36-15-7
27	P	34 275	"	Leni Collins & of	33-58-2
27	P	35 492	G. G. Whelling	Georgia Warfield	33-17-2 Lakewood #7
29	P	36 193	William R. Good & of	Lk. Co. St. Bk.	3-17-13
29	P	36 192	Bessie Sworacke	"	33-18-11
29	P	36 191	Marian M. Davis	"	2d AOs
29	P	36 190	Lawrence Broomer	"	Contest Rem Aval
29	P	34 274	L. Co. St. Bk.	Erwin Fenner & of	36-12-7 Ball.
13			Mascha K. Bradley & of	Daisy B. Helon	26-17-14
13			Clara Walker	Lake Co. St. Bank	2d AOs
13			Marian M. Davis & of	" " "	2d AOs
13			Harry D. Rodgers & of	" " "	W.P. 8.
13			Pauline Vassich	" " "	19-17-14
13			Robert King & of	" " "	2d AOs

Joh. C. Moore Corporation, Rochester, N. Y. Binder and holes in leaves Patented, FORM 410626

Sept

LIBER	PAGE	INST.	GRANTEE	GRANTOR	
11	P	AA 388	Les Spierling & wif	Robert Bond	Lk Co
11	P	AA 387	Robert Bond & wif	Benjamin Trainsford	" "
11	P	AA 391	Sylvester Barty & wif	Ralph J. Dale, et al	21-19-14
12	P	AA 399	Robert Bond & wif	John Petros Co.	7-19-11
12	P	AA 400	" "	" "	19-19-11
12	P	AA 401	" "	" "	17-19-11
12	P	AA 402	" "	" "	17-19-11
12	P	AA 404	" "	" "	17-19-11
12	P	AA 403	" "	" "	16-19-11
12	P	AA 405	" "	" "	21-19-11
12		AA 406	" "	" "	21/29-19-11
12			" "	" "	20-19-11
12			" "	" "	20-19-11
12			" "	" "	25-19-11
12			H. G. Hengel	" "	17-19-11
12			" "	" "	20-19-11
12			Mary Wilson	Robert Bond	20-19-11
12			Robert Bond & wif	H. G. Hengel	25-19-11

358

WARRANTY DEED—Short Form—1

116

RECEIVED FOR RECORD, THIS 4th day of September A. D. 1946, at 3 o'clock P. M. (as all proper certificates were furnished in compliance with Section 3531, Compiled Laws of 1929, as amended by Act 261, Public Acts of 1931.)

C. Raymond Branch & wife

Mary A. Houston, Register of Deeds.

**This Indenture**, Made this 27th day of August in the year of our Lord one thousand nine hundred and forty-six

BETWEEN C. Raymond Branch and Gladys Branch, husband and wife, White Cloud, Michigan

and Sam Bass and Roberta Bass, Husband and wife of 4640 Vincennes A. & Ave. Chicago, 15, Illinois

parties of the first part, and parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One dollar and other valuable considerations Dollars, to them in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, do by these presents, grant, bargain, sell, remise, release, alien and confirm unto the said parties of the second part, and their heirs and assigns, FOREVER, ALL those certain piece or parcel of Land, situate and being in the township of Heber County of Lake, and State of Michigan, and described as follows, to-wit:

✓ Lots eight (8) to Eleven (11), inclusive, Block Seventy-six (6) and Lots Eleven (11) to Fourteen (14), inclusive, and Nineteen (19) to Twenty-two (22), inclusive, Block Eighty-one (1), Lakeland Acres Number Two (2), according to the recorded plat thereof.

Subject to reservations contained in Liber 113 Deeds Page 181 affecting Lots 11 to 14, inclusive, of said Block 81.

CRB 8/27/46

Block 76  
Lots 8 to 11, inc  
Lakeland Acres #2

1528

WARRANTY DEED—SHORT FORM—1

116

DEVELOPER—MORTGAGE CO.—PUBLISHED—4821

COMPANY

Received for Record, this 4th day of September A. D. 1946 at 3 o'clock P.M., (as all proper certificates were furnished in compliance with Section 3531, Compiled Laws of 1929, as amended by Act 261, Public Acts of 1931.)

C. Raymond Branch & wife

Sam Beas and wife

Mary A. Houston Register of Deeds.

This Indenture, Made this 27th day of August in the year of our Lord one thousand nine hundred and forty-six

BETWEEN C. Raymond Branch and Gladys Branch, husband and wife, White Cloud, Michigan

parties of the first part, and Sam Beas and Roberta Beas, Husband and wife of 4640 Vincennes Ave, Chicago, 15, Illinois parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One dollar and other valuable considerations to them in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, do by these presents, grant, bargain, sell, remise, release, alien and confirm unto the said parties of the second part, and their heirs and assigns, FOREVER, All those certain pieces or parcels of Land, situate and being in the township of Hobber County of Lake, and State of Michigan, and described as follows, to-wit:

Lots eight (8) to Eleven (11), inclusive, Block Seventy-six ( 6), and Lots Eleven (11) to Fourteen (14), inclusive, and Nineteen (19) to Twenty-two (22), inclusive, Block Eighty-one (31), Lakeland Acres Number Two (2), according to the recorded plat thereof.

Subject to reservations contained in Liber 113 Deeds Page 181 affecting Lots 11 to 14, inclusive, of said Block 81.

CRB 8/27/46

Block 81

Lots 11 to 14, inc.  
19 to 22, inc

Lakeland Acres #2

BLOCK:

LOTS:

SUBDIVISION

Sec. T. R.


115 Deeds

Deed No 55538

State of Michigan

To

John Langmesser

Received for record this 4th day of  
September at 3 o'clock P.M.

Mary A. Houston, Register of Deeds

THIS INDENTURE, Made this 22nd day of July, in the year of our Lord, 1946

BY AND BETWEEN, The Department of Conservation for the State of Michigan, the successor in office and trust to the Public Domain Commission of the State of Michigan, under and by virtue of the authority in said department vested by Act No. 17 of the Public Acts of 1921, party of the first part, and John Langmesser, 1747 Broadway, Gary, Indiana, party of the second part.

WITNESSETH, That

WHEREAS, JOHN LANGMESSER, the said party of the second part has purchased of the State of Michigan the tract or parcel of tax reverted land situate and being in the County of Lake, State of Michigan, and described as follows, to-wit:

LAKELAND ACRES #1

Block Twenty-six (26) Lot Seven (7)  
Block Twenty-seven (27) Lots Twenty-nine (29) and Thirty (30)  
Block Twenty-nine (29) Lots Seven (7), Eight (8), Eleven (11) and Twelve (12)  
Block Thirty (30) Lot Fourteen (14)

LAKELAND ACRES #2

Block Fifty-nine (59) Lots Three (3) to Seven (7) inclusive  
Block Sixty-two (62) Lots Eighteen (18) to Twenty-two (22) inclusive  
Block Sixty-three (63) Lots Fourteen (14) and Fifteen (15)  
Block Sixty-four (64) Lots One (1) to Four (4) inclusive  
Block Seventy-two (72) Lots Twenty-five (25) and Twenty-six (26)

LAKELAND ACRES #3

Block Ninety-eight (98) Lot Twelve (12)  
All According to the Plats thereof

AND WHEREAS, said lands were placed on market, pursuant to the provisions of Section 131 of Act 206, Public Acts of 1893, as amended, and not redeemed under provisions of Section 6, Act



Dept. of Cons. for the  
State of Mich.,

to

BLOCK 26

LOTS 7

LAKELAND ACRES #1

Dept. of Cons. for the  
State of Mich.,

to

BLOCK 59

LOTS 3 to 7, inc

LAKELAND ACRES #2

Dept. of Cons. for the  
State of Mich.,

to

BLOCK 98

LOTS 12

LAKELAND ACRES #3

John Langmesser, 1747 Broadway  
Gary, Indiana

DEED

Dated 7-22-46

Ack. x

Consid. \$15.00

Rec. 9-4-46

Liber 115 Deeds page 293

Signed: Department of Conservation for the State of Michigan  
By: P. J. Hoffmaster, Director (Department Seal)

2 Wit. Ack. in Ingham Co., Mich., N.P. N.S. comm. exp. 7-18-49  
All sigs dup

(PHOTO FILED LIBER & PAGE)

Plate No. 16

John C. Moore Corporation, Rochester, N. Y. Binder and holes in leaves, each patented 1906, 1909/10

LIBER	PAGE	NORTHWEST				NORTHEAST				SOUTHEAST				SOUTHWEST				27 17 R 11  Except 1/2 acre			
		NW	NE	SE	SW	NW	NE	SE	SW	NW	NE	SE	SW	NW	NE	SE	SW				
BB Misc	398					W <sup>2</sup>				W <sup>2</sup>											
BB "	421					W <sup>2</sup>				W <sup>2</sup>											
CC "	63					W <sup>2</sup>				W <sup>2</sup>											
CC "	65												X			X	X				
CC "	79															X					
CC "	81							X	X												
CC "	127												X								
BB "	571							X	X				X								
BB "	584					X				X											
CC "	181															X					
CC "	1834															X					
112D	477		X																		

Plate No. 17

John C. Moore Corporation, Rochester, N. Y. Binder and holes in leaves, each patented 1906, 1909/10

Lots	CHAIN OF LAKES																				BLOCK	10
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20		
77D 445	Entire Block																					21
77D 457	Entire Block																					
87D 211	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20		
102D 570	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20		
113D 282			3	X	5	6	7	8	9													
113D 283												12	13	14	15	16						
113D 332										10												
113D 334											11											
113D 417																			19	20		
114D 474			3	4	5	6	7	8	9	10												
115B 45																		17	18			
115D 132			3	4	5	6	7	8	9	10												21

17-11

34	35	26
31	32	33
28	29	30
25	26	27
22	23	24
19	20	21
16	17	18
13	14	15
10	11	12
7	8	9
4	5	6
1	2	3

CANCELLATION OF OIL AND GAS LEASE  
 Received for record this 14th day of Feb

491 Sec. 1-17-11

151

114

1911

Florence A. Bellin  
 COMPANIES

Ernl S. Johnson

**This Indenture**

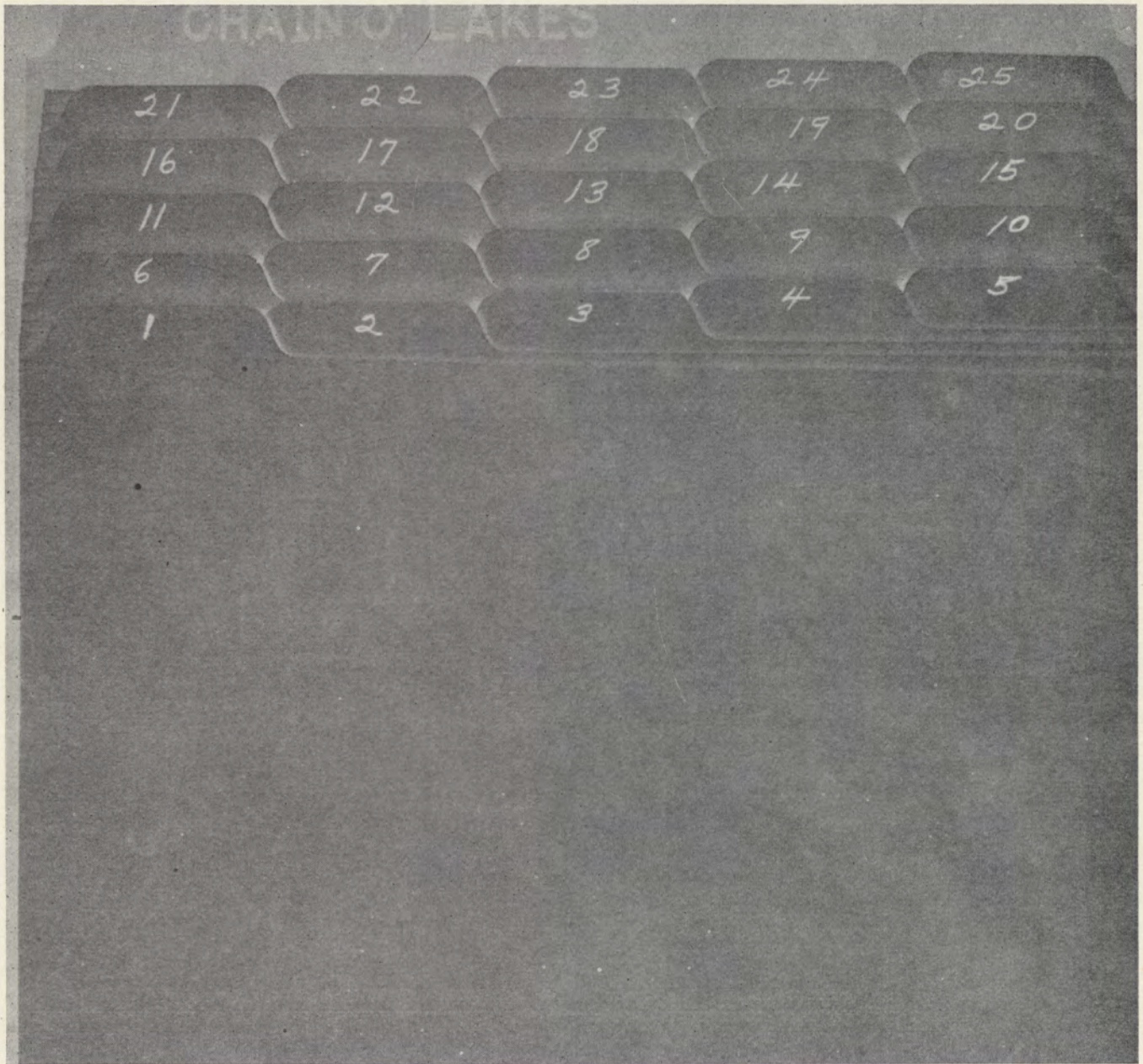
BETWEEN Florence A. Bellin, et al. and Ernl S. Johnson, et al.

Ernl S. Johnson, of RFD #1, Reed City, Michigan

1911

1911

				X





# Report of the Legislative Committee

(Delivered at 1946 Convention, Coronado, California)

By EDW. T. DWYER, *Chairman*

*Exec. Vice-President*  
Title and Trust Co.  
Portland, Oregon

As you know, the legislatures of but few states meet in the "even" years. This throws the work of the legislative committee badly out of balance. One year an avalanche of bills to read and analyze, the next, such a dearth of material that it hardly seems worth while to begin the task. As a means of equalizing the work of your committee we suggest that California get over on the "odd" side.

We suggest California for two reasons: first, its state legislature always seems to have more and better bills than any other state in the Union, and secondly, most of us believe that it would work no hardship for that state to place itself in the "odd" column as most people have her pegged in that category anyhow.

## LOUISIANA

Our esteemed member, Lionel Adams of New Orleans, really threw the book at us but after analyzing the sheaf of material sent to us we are happy to report that we find nothing that would add to our burdens or stimulate our intellect.

It might be of some interest to you to know that hereafter in that state when you sit tightly strapped to an electric chair, that there is absolutely nothing to worry about, for the electrician who pulls the switch must be (under the new law) a first class electrician!

It is noticed that extensive work was done on the insurance code of this state to meet the decision of the Southeastern Underwriters case; but after a careful reading of these amendments and enactments we are unable to gather from the material sent us anything that would indicate that the laws regarding the Title Insurance, if any such there be, have been tampered with.

It is also to be noted that Louisiana is to have a new constitution. Louisiana State Law Institute has had its authorization from the legislative assembly to go to work and come up with a "1946 model."

There is a possibility that the people of New Orleans won't have to continue to go outside their state hereafter to take a hot bath. \$150,000.00 was appropriated for necessary bath houses at the newly-created hot wells at Rapides. Hot Springs, Arkansas, will sorely feel this clean competition.

The lien law was changed but the

information furnished is too sketchy to be of assistance in making a report thereon.

We might add that the voluminous digest of the new laws was prepared by the Secretary of State for home consumption and it is only too apparent that that good official did not have the legislative committee of a Title Association in mind when he compiled the digest of the new laws.

Louisiana must be an awful "Godly" state or else a "God-awful" state, judging by the number of parishes in the



EDWARD T. DWYER

state receiving mention by our compiler. There were many statutes enacted permitting parishes to sell some of their lands. We wonder if the Statute of Mortain has come to the attention of its lawmakers.

## MASSACHUSETTS

Our member, Mr. Theodore W. Ellis, reports that the legislature of his great state seemed to remain in session indefinitely, yet adjourned without adding anything of interest to the people engaged in title work.

## MISSISSIPPI

Our good friend, Mr. O. B. Taylor of Jackson, tells us that despite the fact

that the legislature of his state remained in session for about three months, no legislation was enacted that adversely affected the title industry.

He informed us that the attorneys of his state had a few nice bills framed and, if they had passed, would have given the legal profession the inside track on all the title business. One of the bills provided that it would be unlawful to incorporate Abstract Companies in the state of Mississippi. Another bill would have prevented an Abstract Company or any person other than an Attorney-at-Law from making an Abstract and attaching thereto an Abstractor's Certificate. And last, but not least, a bill was introduced providing that a Title Insurance Company would not be permitted to issue any policy until it had in its files an Abstract made by an Attorney-at-Law and an Attorney's opinion based on the Abstract.

By diligent work on the part of the officials of Mr. Taylor's Company, with the help of some of the officials of the oil companies doing business in that state, all of these bills were defeated.

## NEW JERSEY

From Mr. Clinton I. Evans came word that he, too, won't have to burn the midnight oil to get caught up on the enactments of the recent session of his State Legislature. Other than fixing a Statute of Limitations for State Inheritance Taxes, the boys who make the laws called it a day after passing a few validating acts.

## RHODE ISLAND

Ivory Littlefield's report comprised less than one-half page. The following three enactments comprises all the legislation enacted by the last session of interest to the Title Fraternity:

The time was extended in which a mechanic or a material man may file notice of his intention to claim a lien.

An act providing that the findings of the Federal Missing Persons Act shall be presumptive evidence.

An act legalizing micro-film copies of newspaper notices.

## VIRGINIA

You all will be glad to learn that by Chapter 26 of the Laws of '46, a boundary line was finally established between the District of Columbia and the Commonwealth of Virginia. It is fervently hoped now that the District of Columbia knows where she is, and she

will also have some conception of where she is going.

Chapter 38 of the new laws provides any writing to which a natural person or partnership, whether general or limited, making it shall affix a scroll by way of a seal, shall be of the same force as if it were actually sealed. And to think that a backward state like Oregon abolished seals over twenty-five years ago.

The Code of Virginia relating to the lands of persons under disability was amended and a new section added broadening the law to make it applicable to lands of incompetent ex-service persons for whom a trustee has been appointed.

Chapter 130 of the new laws validates deeds made by agents or Attorneys-in-fact for persons in Military service or absent from the United States in war work, "when the Power of Attorney or Agency Agreement (under which the deed or other instrument was signed) was not executed in such a manner as to be valid as a sealed instrument." Another act provides for the docketing of Abstracts of Ordinances or Resolutions authorizing special assessments against the abutting land owners for certain public improvements.

Seals must be as important to a Virginian as they are to an Eskimo, for again we find by Chapter 260 that the legislature saw fit to amend and re-act section 5562 of the code. This section relates to seals and sealed instruments. The pertinent part of this act was as follows: "The impression or stamping of a corporate seal or other official seal on paper or parchment alone shall be as valid as if made on wax or other adhesive substance" and so on ad infinitum. Why, may we ask, don't these older states bring themselves up to date and do away with all this "fuss and feathers"?

Chapter 265 is a new act dealing with Veterans under the age of twenty-one years and over the age of eighteen who are eligible for a guarantee of credit under the provisions of Title III of the Servicemen's Readjustment Act. It does not remove the minority of such persons but provides a simplified procedure for court order authorizing such persons to enter into contracts, notes, deeds of trust, mortgages or other instruments required to obtain benefits under such federal legislation. The veteran is required to file a petition and the court hears the matter without a jury. The petition must set forth the facts pertaining to the proposed transaction "and shall state why the judge or court should approve and authorize the executing of the necessary instruments." A guardian ad litem must be appointed "who shall make an investigation and report in writing whether in his opinion the best interest of the petitioner would be served by permitting the petitioner to enter into such transaction."

Chapter 360 of the new laws is one that the progressive state of Oregon could well copy. It places a twenty-year limitation on taxes and levies on real estate "due and payable to the commonwealth or any political subdivision thereof." It also releases the lien of any taxes and levies on real estate more than twenty years old. We like that one.

For this report we are indebted to our good friend, Mr. R. H. Lee of Richmond.

## NEW YORK

From our good and exceptionally well-informed friend, Mr. Sedgwick A. Clark, Esq., we obtained the information that legislation in New York during the 1946 session was predominantly concerned with the housing shortage and means to provide methods for its alleviation and cure. The subject was attacked from several angles. Some of the laws are limited in duration, while others were enacted in permanent form. The following enactments, in Mr. Clark's opinion, are worthy of note:

**Insurance Law.** Chapter 557 authorizes life insurance companies to acquire or construct housing projects; and also authorizes domestic insurers, under specified conditions, to make investments in real estate authorized for re-development companies, or in the stock and evidences of indebtedness of such companies.

**Multiple Dwelling Law.** Chapter 630 authorizes, until January 1, 1948, the conversion of certain non-fireproof dwellings into three-family dwellings, exempt from certain requirements of that law.

**Public Housing Law.** Chapter 3 enacted an emergency law with the purpose of having the State acquire or use property of any useful type for emergency housing for veterans and others, after conversion to such purposes, and waived various legal obstacles thereto. A fund of 35 million dollars was authorized and an Emergency Housing Joint Board created. Chapter 51 put certain "emergency projects" low-rent housing under the provisions of the State Constitution relative to that subject, and waived various provisions of law as to them.

**Tax Law.** Chapter 321 allows the installation of central heating, hot water, bath and water closet facilities, under certain conditions, in multi-family houses, with a resulting abatement in taxation and other advantages.

**The Emergency Housing Rent Control Law** was enacted by Chapter 274. It was designed to replace Federal control by State control of rents, etc., should the Federal law be abrogated before June 30, 1947. There were other laws passed for the same general objective of alleviating the building shortage, including authorizing greater financial investment by the State in housing.

Our contribution continues:

"Aside from that more conspicuous subject there were some laws of special interest in title work. Chapter 144 changed the Civil Practice Act as to service of a summons by publication or outside the State in lieu thereof, by amending sections 233 and 235 and enacting 232, 232-a and 232-b in the place of old section 232, repealed. A few important changes resulted."

By chapter 844, sections 101 to 105-a of the Executive Law, relating to notaries public, were repealed, and new sections 100 to 105 enacted in their place. But the new sections depart from the old in meaning, and deserve study.

Mr. Clark concludes his report by mentioning another law which he considers of some importance. Chapter 997, which adds new §297-a to the Real Property Law, among the provisions concerning the recording of instruments affecting real estate. In brief, it permits the recording of a certified copy of any of three specified papers in a bankruptcy proceeding brought in any Federal court, and the section provides that the recording shall be constructive notice as if the paper were a deed by the bankrupt. There are other details which he informed us that he couldn't discuss in his report; but he wished to point out some of the good features of the legislation. For a long time before the Chandler Act of 1938, some of the title men of New York were, he stated, and since have been, disturbed by expressions of the Supreme Court of the United States to the effect that a bankruptcy proceeding, wherever brought, was notice to the whole world without the necessity of other constructive notice thereof. This, of course, if true, was contrary to the State law as to real estate; but the question is removed by this Act.

The other difficulty corrected by the section is this: Under subdivision "g" of section 21 of the Bankruptcy Act, as amended by the Chandler Act, unless one of the three papers specified is recorded in the County in which real estate of the bankrupt is located (when the laws of the particular State allow such recording), the result is declared to be that a bona fide purchaser from the bankrupt will acquire title free from the bankruptcy and free from rights of the trustee in bankruptcy and his grantee. Mr. Clark points out that the difficulty was that there was nothing in the New York law allowing the recording of such papers; and his State had consequently failed to take advantage of the 1938 curative provision of the Bankruptcy Act referred to. This has now been corrected as of September 1, 1946, through the enactment of Chapter 997.

There was also introduced in both the Senate and Assembly a bill, Senate 704, which "permits any member or subscriber to a rating organization to appeal to the insurance superintendent from any action or decision of such

organization in approving or rejecting proposed change in or addition to the filings of such organizations; the insurance superintendent shall, after hearing held on not less than ten days' written notice, issue an order affirming or reversing such action or decision."

This proposed act was not reported out of committee. It was apparently

intended to give the superintendent enlarged jurisdiction of insurance rates and rating boards and to further comply with the decision of the United States Supreme Court in the Southeastern Underwriters Association case.

A resolution was also introduced in the Senate for the appointment of a committee to make a study and report

on and make recommendations in respect to proposed legislation in regard to Insurance for the purpose of complying with the decision of the U. S. Supreme Court in the Southeastern Underwriters Association case.

The resolution was referred to the Finance Committee but apparently was not adopted.

# Registration, 1946 Convention

## ALABAMA

Goodloe, Mr., Mrs. J. W. Title Insurance Co. Mobile  
Patterson, Mr. and Mrs. H. S., Jr. Etowah Abstract Co. Gadsden

## ARIZONA

Addison, H. Robert Arizona Land Title & Trust Co. Tucson  
Anderson, Mr., Mrs. E. Arizona Title Gtee. & Trust Co. Phoenix  
Butterfield, A. E. Arizona Land Title & Trust Co. Tucson  
Cameron, Mr., Mrs. H. V. Arizona Land Title & Trust Co. Tucson  
Clements, John M. Phoenix Title & Trust Co. Phoenix  
Cornelius, Mr., Mrs. R. H. Phoenix Title & Trust Co. Phoenix  
Forsythe, Harold L. Arizona Title Gtee. & Trust Co. Phoenix  
Fulton, Richard E. Surety Title and Trust Co. Florence  
Glannon, Mr., Mrs. T. I. Santa Cruz County Abstract and Title Co. Nogales  
Householder, E. D. Consolidated Abstract Co. Safford  
Hazeltime, B. Guarantee Title & Trust Co. Prescott  
Keller, Mr., Mrs. J. D. Globe Title & Trust Co. Globe  
O'Dowd, Mr., Mrs. J. J. Tucson Title Insurance Co. Tucson  
O'Dowd, John B. Tucson Title Insurance Co. Tucson  
Pettycrew, Forrest E. Phoenix Phoenix  
Ross, Mr., Mrs. John F. Arizona Title Gtee. & Trust Co. Phoenix  
Sloane, J. R. Arizona Title Gtee. & Trust Co. Phoenix  
Taylor, Louis J. Phoenix Title and Trust Co. Phoenix  
Van Ness, C. E. Arizona Title Gtee. & Trust Co. Phoenix

## ARKANSAS

Young, Mr., Mrs. O. M. Little Rock Abstract Co. Little Rock

## CALIFORNIA

Allen, W. Herbert Title Insurance and Trust Co. Los Angeles  
Anderson, Mr., Mrs. G. P. Mendocino County Title Co. Ukiah  
Anderson, Henry G. Stanislaus County Title Co. Modesto  
Arnot, M. E. Belcher Abstract & Title Co. Eureka  
Ballin, Mr., Mrs. F. A., Jr. Lawyers Title Guaranty Co. Los Angeles  
Barnes, Henry D. Union Title Ins. and Trust Co. San Diego  
Barr, James Sutter County Title Company Yuba City  
Bernard, Miss Florence Southern Title & Trust Co. San Diego  
Blodgett, C. R. California Pacific Title Co. Santa Cruz  
Bogue, Charles West Coast Title Guaranty Co. Vallejo  
Borg, Mel Union Title Ins. and Trust Co. San Diego  
Bradford, Mr., Mrs. Case Title Insurance and Trust Co. Los Angeles  
Brand, Mr., Mrs. J. C. National Title Insurance Co. Los Angeles  
Broesen, Willard A. Photostat Corporation San Francisco  
Burke, B. J. Recordak Corporation Los Angeles  
Burnett, Mr., Mrs. A. H. Marin County Abstract Co. San Rafael  
Bruck, Porter Land Title Insurance Co. San Diego  
Cairns, Gordon B. Stanislaus County Title Co. Modesto  
Cerini, Mr., Mrs. F. B. California Land Title Assoc. Los Angeles  
Clark, P. W. Title Insurance and Trust Co. Los Angeles  
Cooper, Orrin Keys Pioneer Title Ins. & Trust Co. San Bernardino  
Cooper, Mr., Mrs. C. K. Pioneer Title Ins. & Trust Co. San Bernardino  
Conner, Palmer Land Title Insurance Co. San Diego  
Conklin, Mr., Mrs. H. Union Title Ins. and Trust Co. San Diego  
Corrick, Mr., Mrs. F. J. Sonoma County Abst. Bureau Santa Rosa  
Dresser, Dale Southern Title and Trust Co. San Diego  
Dickinson, C. A. Southern Title and Trust Co. San Diego  
Egan, E. J. Northern Counties Title Insurance Co. San Francisco  
Edwards, Mr., Mrs. L. P. San Jose Abst. & Title Ins. Co. San Jose  
Edwards, Mr., Mrs. Don San Jose Abst. & Title Ins. Co. San Jose  
Faulkner, Nelson Monterey County Title and Abstract Co. Salinas  
Fletcher, Warren Security Title Ins. & Gtee. Co. Los Angeles  
Ford, Mr., Mrs. J. R. Security Title Ins. & Gtee. Co. Los Angeles  
Forward, Mr., Mrs. James D., Jr. Union Title Ins. and Trust Co. San Diego  
Forward, Mr., Mrs. J. D. Union Title Ins. and Trust Co. San Diego  
Gauldin, Mr., Mrs. C. Realty Tax and Service Co. Los Angeles  
Gordon, R. J. Recordak Corporation Los Angeles  
Grant, Mrs. Marian Union Title Ins. and Trust Co. San Diego  
Gray, Mr., Mrs. R. W. Title Insurance and Trust Co. Ventura  
Gregory, Mr., Mrs. E. A. Lawyers Title Guarantee Co. Los Angeles  
Hallinan, Mr., Mrs. T. J. California Pacific Title Ins. Co. Redwood City  
Henley, Mr., Mrs. B. J. California Pacific Title Ins. Co. San Francisco  
Heyneman, Mr., Mrs. G. Southern Title and Trust Co. San Diego  
Hironymous, Mr. and Mrs. C. J. Stockton Abstract & Title Co. Stockton  
Home, Walter S. National Title Insurance Co. Los Angeles  
Horn, R. L. Pioneer Title Ins. & Trust Co. San Bernardino  
Humphrey, Mr., Mrs. H. Title Insurance and Trust Co. Los Angeles  
Hurst, Charles Title Insurance and Trust Co. Los Angeles  
Johnson, Earl Title Insurance and Trust Co. Los Angeles  
Jones, Mr., Mrs. H. D. Sonoma County Land Title Co. Santa Rosa  
Fingston, William Union Title Ins. and Trust Co. San Diego

Kloess, Mr., Mrs. R. A. Abstract & Title Insurance Co. Santa Ana  
Larson, Virgil Bell Telephone System San Gabriel  
L'Hommedieu, Mr. and Mrs. James H. Alameda County-East Bay Title Insurance Co. Oakland  
Liccion, James Graflex, Inc. Los Angeles  
Mac Murray, Cooper Pioneer Title Ins. & Trust Co. San Bernardino  
McDowell, G. W. Northern Counties Title Insurance Co. San Francisco  
McElven, David Southern Title and Trust Co. San Diego  
McEuen, Mr., Mrs. W. W. Pioneer Title Ins. & Trust Co. El Centro  
McGregor, Mr., Mrs. J. G. Union Title Ins. and Trust Co. San Diego  
Miller, Mr., Mrs. D. M. Southern Title and Trust Co. San Diego  
Mobley, Mr., Mrs. Allen Title Insurance and Trust Co. San Luis Obispo  
Morton, Thomas G. Title Insurance & Guaranty Co. San Francisco  
Myren, George California Pacific Title Ins. Co. San Jose  
Oakford, Leon M. Photostat Corporation Los Angeles  
Ogden, Mr., Mrs. M. B. Title Insurance and Trust Co. Los Angeles  
O'Melveny, Stuart Title Insurance and Trust Co. Los Angeles  
Parker, Mrs. Hazel California Land Title Assn. Los Angeles  
Patterson, Mr., Mrs. D. D. Security Title Ins. & Gtee. Co. Riverside  
Phillips, R. J. Yuba County Title Gtee. Co. Marysville  
Pierce, Mr., Mrs. Ross E. Fidelity Title Insurance Co. Sacramento  
Porter, Mr., Mrs. Wm. S. Security Title Ins. & Gtee. Co. Los Angeles  
Reed, Rollin Southern Title and Trust Co. San Diego  
Richards, C. H. Graflex, Incorporated Los Angeles  
Robinson, Edgar Title Insurance and Trust Co. Santa Barbara  
Robinson, W. W. Title Insurance and Trust Co. Los Angeles  
Rule, John C. Union Title Ins. and Trust Co. San Diego  
Schurch, Mr., Mrs. David Union Title Ins. and Trust Co. San Diego  
Shearman, John D. Humboldt Title Guarantee Co. Eureka  
Shedd, H. E. Napa County Title Co. Napa  
Smith, Betty Jane Union Title Ins. and Trust Co. San Diego  
Smith, Mortimer Oakland Title Ins. & Gty. Co. Oakland  
Soars, Frank J. Belcher Abstract & Title Co. Eureka  
Spalteholz, Mr. Recordak Corporation Los Angeles  
Sullivan, Mr., Mrs. W. J. Pioneer Title Ins. & Trust Co. San Bernardino  
Swanker, Mrs. Billie A. Union Title Ins. and Trust Co. San Diego  
Taggart, M. R. Title Insurance & Guaranty Co. Sacramento  
Taylor, Melvin Southern Title and Trust Co. San Diego  
Thompson, Mr. and Mrs. John D., Jr. Union Title Ins. and Trust Co. San Diego  
Thompson, T. S. Southern Title and Trust Co. San Diego  
Tschumy, Mr., Mrs. G. J. Tulare County Abstract Co. Visalia  
Vaughan, Mr., Mrs. Dale Title Insurance and Trust Co. Los Angeles  
Warn, Hale, Jr. Capital City Title Co. Sacramento  
Webber, J. B. National Title Insurance Co. Los Angeles  
Wells, Mr., Mrs. B. H., Jr. Title Insurance and Trust Co. Los Angeles  
White, Mr., Mrs. James Union Title Ins. and Trust Co. San Diego  
Whitney, Mr., Mrs. C. C. Security Title Ins. & Gtee. Co. San Bernardino  
Wilson, Mr., Mrs. R. R. Peninsula Title Guaranty Co. Redwood City

## COLORADO

Dyatt, Mr., Mrs. Andrew The Landon Abstract Co. Denver  
Elder, Mr., Mrs. S. S. Record Abst. & Title Ins. Co. Denver  
Fairfield, Mr., Mrs. G. The Title Guaranty Co. Denver  
Graham, Mr., Mrs. D. B. The Title Guaranty Co. Denver  
Hughes, Mr., Mrs. Lloyd Record Abst. & Title Ins. Co. Denver  
Kinkel, Mr., Mrs. R. J. The Arapahoe County Abstract and Title Co. Littleton  
Lloyd, Mr., Mrs. T. J. The Pueblo Title Guaranty Co. Pueblo  
Ptolemy, Roger A. LaPlata Abstract Co. Durango  
Stanley, A. D. Record Abst. & Title Ins. Co. Denver  
Thompson, Mrs. H. S. The Adams County Abst. Co. Brighton

## DISTRICT OF COLUMBIA

Bovard, Hon. Burton C. Fed. Housing Administration Washington  
Stine, Mr., Mrs. H. S. Washington Title Ins. Co. Washington

## FLORIDA

Bomar, Mr., Mrs. T. J. Lauderdale Abstract and Guaranty Title Co. Ft. Lauderdale  
Bryan, J. D. Lauderdale Abstract and Guaranty Title Co. Ft. Lauderdale  
Gibart, Mr., Mrs. O. W. West Coast Title Co. St. Petersburg  
Hoover, Mr., Mrs. A. W. National Title Insurance Co. Miami  
Milledge, DeBlois American Title and Ins. Co. Miami  
Randol, Mrs. W. L. National Title Insurance Co. Miami  
Wetherington, Mr. and Mrs. A. B. Title and Trust Co. of Fla. Jacksonville

## IDAHO

Boone, Mr., Mrs. H. O. Boone Abstract Co. Twin Falls  
Bradberry, Paul Idaho Falls Abst. & Title Co. Idaho Falls  
McCoy, R. H. R. H. McCoy Agency Hailey



## ILLINOIS

Blood, M. O.	M. O. Blood & Co.	Chicago
Eatherton, Mr., Mrs. C. L.	The Security Abst. & Title Co.	Belleville
McPhail, Mr., Mrs. W. A.	Holland Ferguson Co.	Rockford
Marriott, Arthur C.	Chicago Title and Trust Co.	Chicago
Oshe, M. M.	Chicago Title and Trust Co.	Chicago
Pettibone, Holman	Chicago Title and Trust Co.	Chicago
Powell, Mr., Mrs. B. S.	DuPage Title Co.	Wheaton
Rice, Kenneth E.	Chicago Title and Trust Co.	Chicago

## INDIANA

Borgman, Mrs. Lillian P.	Dreibelbiss Abstract of Title Co., Inc.	Fort Wayne
Gray, James K.		Michigan City
Jones, Mr., Mrs. Paul	Columbus Abstract Co., Inc.	Columbus
Meredith, Mr., Mrs. J. T.	Delaware County Abstract Co.	Muncie
Southworth, E. B.	Lake County Title Co.	Crowne Pointe
Stockwell, Mr., Mrs. R. W.	Union Title Co.	Indianapolis
Suelzer, Mr., Mrs. A. W.	Kuhne & Company, Inc.	Fort Wayne
Wheeler, L. L.	LaPorte County Abstract Corp.	Michigan City

## IOWA

Glasson, Mr., Mrs. Earl	Black Hawk County Abst. Co.	Waterloo
Hillis, Cyrus B.	Des Moines Title Company	Des Moines
Shepard, Mr., Mrs. H. H.	Shepard Abstract Co.	Mason City

## KANSAS

Jeffery, Pearl K.	Pearl K. Jeffery	Columbus
Schmidt, Mr., Mrs. M. E.	The Regier Loan & Abst. Co.	Newton

## KENTUCKY

Westerfield, Earl F.	Louisville Title Insurance Co.	Louisville
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## MARYLAND

Buck, Charles	The Maryland Title Gtee. Co.	Baltimore
Hollyday, Guy T. O.	Title Guarantee and Trust Co.	Baltimore
Wilkinson, Paul J.	Title Guarantee and Trust Co.	Baltimore

## MICHIGAN

Kennedy, Mr., Mrs. F. I.	Abstract & Title Guaranty Co.	Detroit
Sheridan, James E.	American Title Association	Detroit

## MINNESOTA

Horn, Mr., Mrs. J. F.	Title Ins. Co. of Minnesota	Minneapolis
Kimball, Mr., Mrs. A. F.	Consolidated Abstract Co.	Duluth
Soucheray, A. F., Jr.	St. Paul Abst. & Title Gtee. Co.	St. Paul

## MISSOURI

Barnes, W. R.	General Title Service	St. Louis
Devine, Mr., Mrs. G. W.	Land Title Ins. Co. of St. Louis	St. Louis
Eidson, Mr., Mrs. C. D.	Hight-Eidson Title Co.	Harrisonville
Eisenman, Edward J.	Kansas City Title Ins. Co.	Kansas City
Lincoln, W.	Lincoln Abstract Co.	Springfield

## MONTANA

Dykins, C. W.	Realty Abstract Co.	Lewistown
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## NEBRASKA

Grant, Mr., Mrs. Frank		Lincoln
Gumb, John, Jr.	Dodge County Abstract Co.	Fremont
Scott, Mr., Mrs. B. E.	Scott Abstract Co.	North Platte

## NEVADA

Sweeney, M. M.	Pioneer Title Ins. & Trust Co.	Las Vegas
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## NEW JERSEY

Amerman, John A.	Prudential Life Insurance Co. of America	Newark
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## NEW MEXICO

Avery, Jennie	Avery-Bowman Co.	Santa Fe
Bowman, Miss Grace	Avery-Bowman Co.	Santa Fe
Currier, George	Chaves County Abstract Co.	Artesia
Hayes, Ralph H.	Artesia Abstract Co., Inc.	Artesia
McCord, Mrs. Belle	Guaranty Abstract & Title Co.	Carlsbad

## NEW YORK

Beery, Mr., Mrs. H. W.	Home Title Guaranty Co.	New York
Bonnin, Mr., Mrs. C. H.	Metropolitan Life Ins. Co.	New York
Clayton, Mr., Mrs. Byron	Metropolitan Life Ins. Co.	New York
Davenport, Mr., Mrs. H. J.	Home Title Guaranty Co.	New York
Francke, J. A.	New York Life Insurance Co.	New York
Hilton, Frank E., Jr.	Recordak Corp.	New York
LaBelle, Miss		Syracuse
Loewenberg, Mr. and Mrs. George A.	Syracuse Title & Guaranty Co.	Syracuse
Reynolds, E. J.	Remington Rand Co., Inc.	New York
Seifert, John	Central New York Abst. Corp.	Utica
Smith, Lee Thompson	Lawyers Title Corp. of N. Y.	New York

## OHIO

Kinney, Mr., Mrs. W. R.	The Land Title Guaranty and Trust Co.	Cleveland
Laskey, J. Albert	The Port Lawrence Title and Trust Co.	Toledo
McDermott, Mr. and Mrs. Thomas J.	The Guarantee Title Co.	Mansfield
Place, Fred R.	The Guarantee Title & Trust Co.	Columbus

## OKLAHOMA

Gill, Mr., Mrs. William	American-First Trust Co.	Oklahoma City
Johnson, Roy C.	Albright Title and Trust Co.	Newkirk
Mabrey, Mrs. Alice		Oklahoma City

## OREGON

Altstadt, Mr., Mrs. H.	Title and Trust Co.	Portland
Bell, Miss Helen	Lane County Abstract Co.	Eugene
Bell, Mr., Mrs. John B.	Lane County Abstract Co.	Eugene
Dwyer, Mr., Mrs. E. T.	Title and Trust Co.	Portland
Ellsworth, R. S.	Commonwealth, Inc.	Portland
Gardner, Mr., Mrs. E. T.		Eugene
Johns, Mr., Mrs. J. S.	Hartman Abstract Co.	Pendleton
Lehner, Mr., Mrs. F. E.	Recordak Corp.	Portland
Minier, Walter B.	Salem Abstract Co.	Salem
Page, Mr., Mrs. Urlin	Union Abstract Co.	Salem

## PENNSYLVANIA

Randall, Mr., Mrs. E. E.		Philadelphia
Zerfing, Lawrence R.	Land Title Bank & Trust Co.	Philadelphia

## SOUTH DAKOTA

Boe, Henry A.	Lyman County Abstract Co.	Kennebec
Milne, Mr., Mrs. Lynn	Security Land and Abstract Co.	Sturgis
Williams, Mr., Mrs. R. G.	Watertown Title Co.	Watertown

## TENNESSEE

Walton, E. B.	The Guaranty Title Co.	Nashville
Washington, F. A.	The Guaranty Title Co.	Nashville

## TEXAS

Box, Mr., Mrs. I. N.	Lawyers Title of Texas, Inc.	Dallas
Hagnie, C. O.	Guaranty Title and Trust Co.	Corpus Christi
Huchton, Mr., Mrs. P. J.	Title Insurance Co.	El Paso
Jackson, Mr. and Mrs. Charles H., Jr.		San Antonio
Morris, Stewart	Stewart Title Guaranty Co.	Houston
Morris, Mr., Mrs. W. C.	Stewart Title Guaranty Co.	Houston
Rattikin, Mr., Mrs. W. Jack	Kansas City Title Ins. Co.	Fort Worth
Shepherd, D. E.	Brazoria County Abstract Co.	Angleton
Stevens, Frank K.	Brazoria County Abstract Co.	Angleton
Wyatt, Mr., Mrs. M. R.	Stewart Title Guaranty Co.	San Antonio

## UTAH

Cardon, Mr., Mrs. L. B.	Cardon Abstract Co.	Salt Lake City
Carr, Alex E.		Salt Lake City
Eggertsen, Mark	Security Title Company	Salt Lake City
Ellertson, Mr., Mrs. J. N.	Title Insurance Agency of Utah	Salt Lake City
Ensign, Mr., Mrs. J. W.	Ensign Abstract Company	Salt Lake City
Kemp, Bob	Security Title Company	Salt Lake City

## VIRGINIA

Rawlings, George C.	Lawyers Title Insurance Corp.	Richmond
Smith, Mr., Mrs. H. L.	Lawyers Title Insurance Corp.	Richmond

## WASHINGTON

Anderson, Mr., Mrs. A.	Snohomish County Abstract Co.	Seattle
Anderson, Clarence		Seattle
Burnham, Howard J.	Clark County Abst. & Title Co.	Vancouver
Clement, Mr., Mrs. T. H.	Everett Abstract and Title Co.	Everett
Fogg, Charles M.	Tacoma Title Company	Tacoma
Hall, Charlton	Washington Title Ins. Co.	Seattle
Hunt, Mr., Mrs. J. F.	Northwestern Title Ins. Co.	Spokane
Klepser, Mr., Mrs. K.	Puget Sound Title Ins. Co.	Seattle
Langlow, Mr., Mrs. W. A.	Puget Sound Title Ins. Co.	Seattle
Morgan, Miss M.		Seattle
Myhre, N. P.	Washington Title Ins. Co.	Seattle
Park, Mr., Mrs. John R.		Seattle
Schreiner, Mr., Mrs. S. H.	Fidelity Abstract and Title Co.	Yakima
Sieler, Mr., Mrs. Herbert	Lewis County Abstract Co.	Chehalis
Weatherwax, Mr. and Mrs. F. B.	Grays Harbor Title Co.	Aberdeen
Webber, C. A.	Title Guaranty Company	Yakima
Woodford, Mr., Mrs. J. W.	Lawyers and Realtors Title Insurance Co.	Seattle

## WISCONSIN

Gehringer, Mr., Mrs. J. L.		Waukesha
Hardy, E. W.	Hardy-Ryan Abstract Co.	Waukesha
Jacques, James	Title Gty. Co. of Wisconsin	Waukesha
Miller, Miss Grace E.	Belle City Abstract Co.	Racine
Nethercut, Mr., Mrs. W. R.	The Northwestern Mutual Life Insurance Co.	Milwaukee
Vietmeyer, Mr. and Mrs. H. W.	Northwestern Mutual Life Insurance Co.	Milwaukee

## WYOMING

Spacht, Mr., Mrs. C. W.	Niobrara Abstract and Title Co.	Lusk
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