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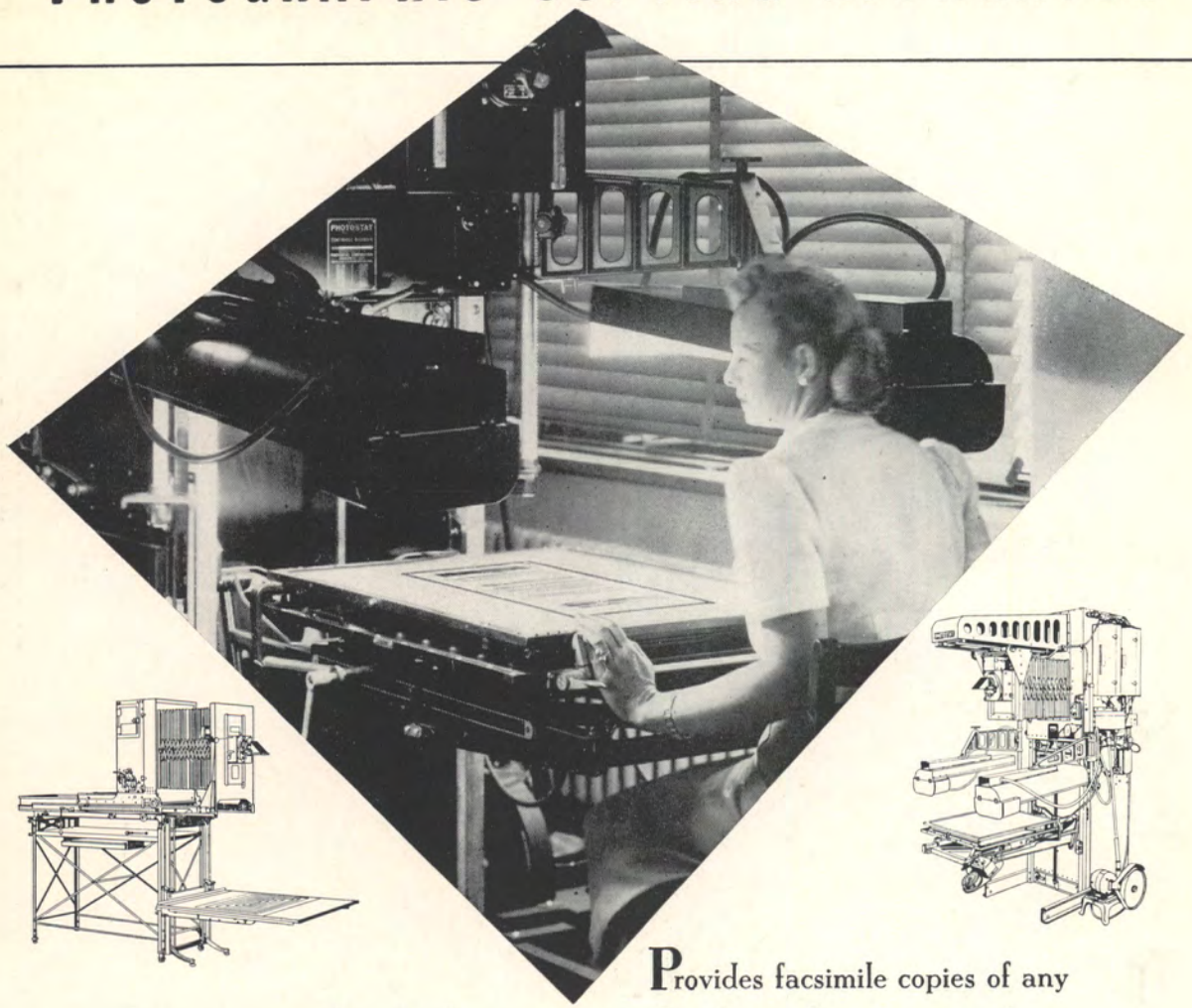

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By The President

EARL C. GLASSON
National President
The American Title Association
President
Black Hawk County Abstract Company
Waterloo, Iowa

I have been told any public utterance by a president should be profound, full of wisdom and advice; prophetic, charting the future course of this organization; and critical, setting forth a myriad of things which must be corrected. And in the past forty years, if we look at the national government picture, we find few if any, initial statements by presidents in which it is conceded that there is much that does not need changing.

No so with yours truly. I don't think I'm as bad as the college lad who, when his professor asked him "What is a vacuum?" replied "I have it in my head, but I can't explain it." Nevertheless I make no claims of profundity. I admit I do not have the wisdom of a Solomon, and I do not venture to give advice where it is not solicited. By no stretch of the imagination can I foretell the future with enough accuracy to warrant anyone listening to my prognostications and I am not at all alarmed at the conditions I find in the Association as I assume my office. True, there are one or two irritating questions in the air, but fundamentally and basically, we are sound as the pre-war dollar. Our association is solid and substantial, prosperous in a reasonable degree, and made up of the finest people one could find in any organization.

Objectives

The over-all policy which my most worthy predecessors have formulated, of being of the utmost service to uor members in every way possible, should and will be continued. The "Title News" and the informative bulletin service will be augmented by a monthly "Title News" in a slightly different form, and we think you will like it. Our system of contacts with large users of our services will be continued and, time and money permitting, will be intensified. Our educational program, designed to assist our members to keep abreast of the latest developments in material, equipment, ways and means, will, I hope, bring out even more things than in the past. And our meetings and conferences will continue to be highly profitable to those who attend and participate. We shall continue through our Federal Legislative Committee, to keep close watch on the doings of Congress, and we shall stand ready, as always, to assist state legislative committees wherever possible. And. as ever, our officers and headquarters staff stand ready at all times to give such service to our members as may be desired.

This is written as the holiday season wanes. While you will not read it until after that day, I am sure you will agree that the thought I use is applicable the year around. It is brought to mind through thinking of

EARL C. GLASSON

the many things there are for which we should be thankful. We, as title men, are enjoying a prosperity in excess of cur fondest hopes in the pre-war years, with the prospect of a continuation of a comparatively high livel of business activity for some time to come. We have in some parts of the country weathered storms which might have caused severe damage to us, and we have made an increasingly important place for our business in the economic world. And we have, if I sense things correctly, welded ourselves more and more into a solid, compact group, standing shoulder to shoulder on a common ground.

Thanks

But in addition to these material blessings, we are thankful for the land in which we live—a land in which individual enterprise is, despite recent attacks, still rewarded on a merit basis —a land in which we can express ourselves without fear of punishment—a land in which the standard of living is the highest in the world—a land in which we can worship according to the dictates of our consciences. Oh yes! There are some things socially and politically which are worrisome, but all in all, we are singularly favored. We should be—we are, truly thankful.

Do We Work At It?

And therein lies a challenge. What are you and I doing to insure a continuation of all this for ourselves and our posterity? Do we look upon the political and economic scene with satisfaction, with irritation, or with just plain apathy? I have no quarrel with you if you are honestly satisfied that things are all wrong. You have the things are all wrong. Yop have the same right to make up your mind that I have, and while I may disagree with your judgment I will never deny you the privilege of thinking for yourself. But if you are just sitting by, taking little or no part and doing little or no thinking about our political and economic situations, then I can and will quarrel violently with you. Everything in those fields that has happened, that is happening and that will happen, is your responsibility as well as mine. Our people are thinking people of the country and if we want a continuation of those things for which we give thanks, we must be alert to preserve the conditions under which we can have them. Your voice, raised in favor or in protest against any proposition, will be heard and listened to. Let the majority rule, but help the majority to think clearly.

We earn our daily bread in a grand business; we belong to a grand trade association; we live in a wonderful land—LET'S KEEP IT THAT WAY!

The Abstract of Title

By PHIL CARSPECKEN
(of the Des Moines County Abstract Co., Burlington, Iowa)

A friend chided me one day upon being engaged in so prosaic a calling as abstracting titles, and characterized my profession as "dull, stale and unprofitable." I agreed with him as to its being unprofitable, but I contended it was neither dull nor stale, and to prove it, I wrote the following verses.

Making abstracts is a dry, prosaic calling, well we know,
Delving daily into records made a century ago,
Tracing wearily the title from the Patent down to date,
Thru the maze of suits and transfers that obscure and complicate;
Yet for me there's fascination in thus working in the past,
And on all the seeming drudg'ry there's a kind of glamour cast,
For there's poetry and romance running thru the tangled chain,
And there's written in the record much of human joy and pain.
For, like Gibbon and Macaulay, we're Historians in our way,
And we bring to light transactions of a gone, forgotten day,
True, we only sketch the outline, but behind it all there lies
Quite a bit of human interest that our fancy well supplies;
And I love to let that fancy freely roam and weave a tale
About every deed and mortgage, into each judicial sale;
For the records deal with pioneers and homestead farms and homes,
And we garner many heart-throbs from those dry and musty tomes.
For in every grim foreclosure lurks a heart-ache, and we sense
In the Bankruptcy Assignment human misery intense;
There is grief in every tax sale, and we seem to hear the wail
Of the widow and the children robbed of home by Sheriff's Sale.
Delving thru the Court proceedings we find interwoven there,
Couched in formal, legal lingo, much of sorrow and despair,
And we live again thru all the trials of folks of long ago—
Running thru the chain of title there's a deal of human woe.
The estate files, torn and tattered—there's a certain something there
That is scared, and we handle them with reverence and care,
And they help us to determine how the owner's life was spent,
For he often bares his soul in his Last Will and Testament.
And in running thru Partition Suits there plainly will be seen,
In the squabbles of the children, much that's grasping, low and mean.
For in fighting for a dead man's wealth the baser feelings breed—
Running thru the chain of title there's a deal of human greed.
And in poring o'er the records that pertain to real estate,
Setting forth the imperfections that impair and complicate,
Comes the thought of my soul's record, and the mess I've made of it,
And I long to change some things that the Recording Angel's writ;
And I wonder, when the tangled chain is done, and I have died,
And the Abstract of my Life is duly closed and certified,
And the Great Exam'ner scans each fatal flaw and grave defect,
Will He waive those imperfections in my record—or reject?

Joint Tenancy

Ownership of Real Estate

By G. E. HARBERT, *President*
DeKalb County Abstract Company, Sycamore, Illinois

The title profession is encountering joint tenancy ownerships with increasing frequency. There are many cases in which the holding of the title to real estate in joint tenancy is very helpful, but many new problems arise from such holdings which need clarification.

This article would certainly be a gem of wisdom if it could present a solution to all of the problems which suggest themselves to the author's mind. Unfortunately, it is much easier to raise these questions than to answer them, but the raising of problems sometimes enables us to avoid them.

Some states have abolished joint tenancies, but many of the states which hold that a joint tenancy does not exist, permit the right of survivorship, which is the outstanding feature of a joint tenancy, to arise by contract.[1]

A discussion of the ownership of real estate by several trustees is not within the scope of this paper, although the ownership of trust property is said to be a modified joint tenancy holding.[2] Except in the case of such a trusteeship, a joint tenancy can only arise by deed or by will. It can never arise by descent.[3]

Any estate in land except fee tail general (which has been abolished in many states) can be held in joint tenancy. Thus, a joint tenancy may exist in an estate in fee, for life, for years, or at will, in a remainder, or in a reversion, and in an equitable as well as in a legal estate.[4]

Perhaps the most distinctive element in a joint tenancy is the fact that upon the death of one joint tenant during the existence of the joint estate, the survivor or survivors normally succeed to the entire title, and the heirs of the deceased take nothing.[5] This right of survivorship bars any right of dower or curtesy in the spouse of the tenant so dying, and it has been repeatedly held that there is no inchoate dower in the spouse of a joint tenant.[6]

A joint tenancy may exist between two or more persons. There is no limit upon the number of persons who can hold an interest in real estate in one joint tenancy. However, it has been held that a corporation can not be a joint tenant. The reason for this rule is that the termination of a corporation is a definite date, and therefore, such a holding would destroy one of the attributes of joint tenancy.[7]

Creation of a Joint Tenancy

Generally speaking, the statutes of a majority of states require that the language of the instrument creating the joint tenancy must clearly indicate the intention to do so,[8] and that a conveyance, demise or devise to two or more persons which does not define the character of the joint estate will not create a joint tenancy.[9] Some states appear to allow the creation of joint tenancies without express language as at common law, but all states favor tenancies in common and require some proof of intent to create a joint tenancy.[10]

At one time it was generally believed among members of the bar in Illinois and in other states that unless the exact statutory formula was used, a

GEORGE E. HARBERT

joint tenancy did not arise. The decision of the Supreme Courts of those states in which this question has been submitted have universally held that no exact formula is necessary to create a joint tenancy so long as the intention to do so appears by clear and unmistakable language.[11]

However, there must be enough language in a deed or other instrument creating the estate to definitely rule out a tenancy in common. Thus, a devise to two persons "jointly," was held to create a tenancy in common, since a tenancy in common as well as a joint tenancy, is a joint estate.[12]

In Douds v. Fresen,[13] a will devised the property to two persons "as Tenants in Common . . . with the right of survivorship." The court held that this did not create a joint tenancy, and that while the exact words of the statute need not be used to create such a joint tenancy, the language must be sufficiently clear to express this purpose.

In Stukis v. Stukis[14] the first part of a deed describes the grantees as "the parties of the second part, as joint tenants and not as tenants in common." The granting and the habendum clause merely said "parties of the second part, their heirs and assigns forever." The court held that this was sufficient to create a joint tenancy.

To create a valid joint tenancy, four unities must be present—interest, time, title and possession. Reduced to simpler language, (a) the interest of all joint tenants participating in a joint tenancy must be equal, (b) their interests must have been created by the same deed or will, and (c) all co-tenants must equally share the right of possession to all of the land.[15]

Unity of Interest

This requirement would prevent a valid joint tenancy arising if a deed were to attempt to convey the title to A to ¾ and B to ¼ as joint tenants. But while this is true, we find that there is much doubt as to the extent of the application of this requirement.[16] If one joint tenant has dower or homestead, while his co-tenant does not, would this prevent the creation of a valid joint tenancy? To illustrate:

Since with certain exceptions, the estate of homestead can only be waived in a deed joined by both husband and wife, let us assume that John Brown owns a residence which is his homestead. He conveys that title without his wife joining, to a third person, the third person immediately conveying the title back to John Brown and Mary Brown, his wife, as joint tenants. It would seem that the existence of the homestead estate in John, giving rise as it does, to some peculiar rights, would bar the existence of a good joint tenancy. A considerable portion of the bar, however, holds that the joint tenancy arises in the remainder, subject to homestead. The Supreme Court of Illinois has held that the homestead is indivisible as between the parties through partition[17] and that as to creditors, it normally is the property of the man,[18] but no authority was found on the point of whether the ownership of dower or homestead by one joint tenant affects the joint tenancy.

Another open question is whether several joint tenancies can exist in the ownership of one tract of land, even though the respective share held by each joint tenancy is not equal. To illustrate: A tract of land my be owned as follows—A and B as joint tenants, own an undivided ¾ interest in the property, and C and D as joint tenants

own the other ¼ interest in the property. The right of survivorship would exist between A and B only in their joint tenancy, and between C and D in their joint tenancy, and the groups in all respects hold as a tenancy in common toward the other groups. Thus, if C and D should both die, A and B would not acquire any interest in their ¼, but it would pass to the heirs of the survivors of C and D. To create such a situation by one deed requires skill on the part of the conveyancer, and it would be advisable to use two deeds instead of attempting to create the two estates in one deed. One deed would convey the undivided ¾ interest to A and B as joint tenants, and the other would convey the undivided ¼ interest to C and D as joint tenants. While there are many learned attorneys who disagree with this premise, it seems correct in theory and is supported to some extent by the dicta in several cases.[19]

Unity of Time and Title

The unity of time of acquiring title is the second of the essential requirements of a joint tenancy. All joint tenants must acquire title at the same time. Thus, if A and B hold title as joint tenants and A conveys to D, and D immediately conveys back to A, the title of A and B has been converted into a tenancy in common, since the present title of the parties did not arise at the same time.[20]

If A, B and C hold as joint tenants, and C conveys to a stranger, A and B should continue to hold ⅔ in joint tenancy, and the grantee of C should be a tennant in common, owning ⅓.[21] The return of the title to C would not re-establish him as a member of the joint tenancy, as no unity of time of commencement if title would be present.[22] It would, therefore, be necessary to convey the entire title to a third person and back to A, B and C to re-create the joint tenancy.

Since, at common law, a person could not convey land to himself, if the owner of the land attempted to create a joint tenancy by executing a deed to himself and another (usually his wife in joint tenancy) no joint tenancy could result. The Common Law rule as stated in Shep. Touch. appears to be that entire title passes to the second party, leaving the original owner with not title to the property.[23] Thus, if John Brown, owner of a piece of property, conveys the property to himself and Mary Brown, this rule would give Mary Brown the entire title. In Illinois and Wisconsin the courts have held that while a joint tenancy does not arise, a tenancy in common results.[24] But in other states it is held that such a deed does create a joint tenancy although by so doing the courts depart from all consideration of the unities which were required at common law.[25]

In those states where the common law rule or the Ilinois rule is in force, it is necessary to convey the title to a third person who can reconvey to the parties in joint tenancy.

The unity of title requires that the chain of title of all joint tenants be derived from the same source. The unity of time and title require that there be only one instrument creating the joint tenancy. Thus, if John Smith owned the title and should execute two deeds, one to his daughter Mary, in which he conveys an undivided ½ interest to her as a joint tenant with his son, John, and should simultaneously execute a deed conveying to John an undivided ½ interest in joint tenancy with Mary, no joint tenancy could arise. The reason for this is that there cannot be a simultaneous delivery of two instruments, and the source of title of each joint tenant would be a different deed.[26]

Since a joint tenancy requires a unity of time of commencement of title, and equity treats a contract purchaser who has completed his payments as the equitable owner, it is doubtful if a good joint tenancy arises when one of the co-tenants buys property on contract, and after the contract is completed, the deed names this purchaser and another as grantees in joint tenancy. If there is no notice of the contract, the recording act might protect a purchaser from the joint tenants, or one of them, but where the details of the transaction are a matter of record, the question should be a matter of serious concern.

Following this same line of reasoning, if John Smith purchases at a partition sale, or at a sale in the Probate court, the report of sale being a matter of record, it would seem that an officer's deed conveying the title to the purchaser and another a joint tenants should be a matter of suspicion. Purchasers at foreclosure or execution sales who assign their certificate in writing and direct the master or sheriff to issue his deed to the purchaser and another may come closer to meeting the requirement for a good joint tenancy, but even here, there seeems to be no decisions which settle this question.

Unity of Possession

The unity of possession requires that all co-tenants be entitled to possession of all the property. This would seem to present another reason why the presence of homestead by one co-tenant should adversely affect the continuance of a joint tenancy.[27] A further discussion of the problems arising from this requirement will be found later.[28]

Continuance of Joint Tenancy

The creation of a joint tenancy is no guarantee that its existence will continue until the death of one of the co-tenants. Continuance of joint tenancy depends upon maintenance of four unities, and destruction of any of these unities leads to severance of tenancy.[29] A joint tenancy may be terminated or suspended by the action of one or both of the parties, or in some cases, by actions against one or both of the parties. There is no vested right of survivorship which forces its continuance until the death of one party, and since each party is free to terminate it, neither has any redress if the termination adversely affects his right to take all by survivorship.[30]

A joint tenancy is destroyed by a deed executed by both parties. This is true even though the deed is subsequently set aside upon a creditor's bill as a fraud on creditors, since the deed is still valid as between the parties.[31] A joint tenancy may be terminated by mutual agreement or by any conduct or course of dealing sufficient to indicate that all parties have mutually treated their interests as belonging to them in common.[32]

A joint tenancy may be severed by a deed by either party.[33]

Since there is no dower in the spouse of a joint tenant, a conveyance by one joint tenant destroying the joint tenancy need not be joined by the spouse, unless homestead is present. Even if the joint tenancy was held between husband and wife, the grantee of this deed is not subject to the dower of the spouse of the grantor.[34]

In Illinois it has been held that even under the Torrens system, a deed by one joint tenant constitutes a binding contract to convey which will supersede the right of survivorship, even though it is not recorded.[35] In any other than Torrens property, the existence of an unrecorded deed is an actual severance of the joint tenancy, since there is no requirement that a joint tenant give notice of his intention to sever to his co-owner.[36] If the deed were executed and delivered, it should be effective against a co-tenant. The only question is whether such a deed is effective against a purchaser for value from the surviving joint tenant, who has no notice of its existence. This point will be discussed later.

A trust deed by one party should likewise terminate the joint tenancy.[37] A release of such a trust deed, in theory should not revive the joint tenancy, even though the release is executed while both joint tenants are living.[38] This is a serious problem, particularly in those localities where finance companies secure their loans with trust deeds signed by the borrowers—in many cases without the jointure of the spouse, who is also a co-tenant.

A contract to sell by one joint tenant will destroy the joint tenancy and can be enforced against the share of the contract seller despite the death of its maker, and will, therefore, defeat the claim of survivorship on the part of the co-tenant, who neither signed the contract nor knew of its existence.[39]

The interest of either co-tenant is subject to levy and sale on execution.[40] It has been held that a judgment against one joint tenant does not in itself sever the joint tenancy,[41] nor does the levy of execution under such judgment.[41a] The California Supreme Court has held that upon the purchase of the interest of one of joint tenants at execution sale, the joint tenancy is terminated, and purchasers and other joint tenants become tenants in common.[42] However, because of the scarc-

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ity of cases dealing with the exact time at which the joint tenancy is destroyed the effect of the death of a judgment debtor after the execution sale, but before the issuance of a sheriff's deed, is still debatable.

A divorce has no effect upon property held in joint tenancy. In order to warrant the court in directing the conveyance of property belonging to one party to the other litigant, there must be special circumstances and equities justifying the conveyance.[43] In Podgornik v. Podgornik[44] the record disclosed that the property had been owned by the husband. In 1941, or approximately two years before the divorce, he created joint tenancies in three parcels of land with his wife. The lower court ordered that two of these parcels be conveyed to him, and that one parcel be conveyed by him to his wife as a part of the property settlement. The Supreme court reversed this portion of the decree, and stated that without some finding of fraud or special circumstances a court had no right to compel the conveyance of land from one party to the other, even though it had jurisdiction of the parties through a bill for divorce.

Parties may terminate a joint tenancy by an agreement inconsistent therewith. Thus it was held that a property settlement by a husband and wife before a divorce which provided that if either died, the interest of the deceased in the realty held by them in joint tenancy, should go to their daughter was inconsistent with an estate in joint tenancy which was thereby terminated, and the parties were held to be tenants in common with separate descendible interest.[45] On the same principle, the courts might hold a joint will which attempts to make provision for the disposition of such property would terminate the joint tenancy.

Either party to a joint tenancy may destroy the joint tenancy by partitioning the property through court action.[46] If death should occur to a co-tenant during the pendency of such a proceedings, several problems arise. Does the filing of the bill, if followed by a decree of partition, sever the joint tneancy, even though one of the parties dies during the pendency of the suit, under the application of the dictorne of lis pendens? If not, does the decree of partition create the severance or does the severance occur only when the commissioners have divided the land and reported their findings to the court, or when the property has been sold? Somewhere along the line, the joint tenancy is no doubt severed, but only judicial determination of these problems can satisfactorily answer them. A court in New York has held that the mere filing of a bill does not constitute a severance of the joint tenancy.[47]

The appointment of a trustee in bankruptcy for either co-tenant should destroy a joint tenancy, since the title to the real estate is thereupon vested in the trustee.[48] It seems doubtful if the subsequent abandonment of the asset by the trustee restores the joint tenancy, and if the parties are still alive a new joint tenancy should be created. If the property is claimed as a homestead, and if its value is less than the homestead exemption, the rule should be different and the joint tenancy should not be effected.

Some attorneys speak of the "suspension" of a joint tenancy by the creation by one co-tenant of a lesser estate to which only his interest is subject. Two illustrations of this theory are commonly used. It is stated that the execution of a lease or a conveyance of a life estate to another by a joint tenant, operates as a suspension of the joint tenancy during the existence of the life estate or of the lease. No judicial authority for this theory has come to light, but Thompson, in his work on real estate, states that a lease by one joint tenant severs the joint tenancy pro tanto, and that the lease is binding on the survivor. He quotes no authority.[49]

In Tindall v. Yeats,[50] the Supreme Court of Illinois was asked to pass upon a lease by two joint tenants to one of the joint tenants of the real estate. It was contended that the lease destroyed the unity of possession. The court held that the parties may, by contract, provide for the exclusive possession of one for such time as may be agreed upon between them. However, it did not indicate in the dicta that any destruction of the unity of possession must necessarily destroy the joint tenancy.

The part of the decision which is most intriguing is this particular paragraph: "the contract did not purport to lease only the interest of Mrs. Yeats (one of the co-tenants) in the joint estate. It was a contract relating to the possession of the interests of both in the whole estate. It was not entered into by Mrs. Yeats as the owner of a one-half interest in the land. She contracted as one of the joint owners of the whole estate." Did the court consider that had she made a contract for the possession of her interest alone, she would have destroyed or suspended the joint tenancy? To the same effect is a decision from Kentucky.[51] This situation certainly presents a problem, and it may be that the courts will hold such acts either suspend or even destroy the joint tenancy. Since it has been held that the mere existence of a joint tenancy does not make one co-tenant the agent of the other,[52] one wonders if a farm lease signed by one of the co-tenants destroys or "suspends" the joint tenancy. Where the owners are husband and wife, this practice is fairly common.

Mechanic's Liens and Liens for Old Age Assistance

The Supreme Court of Wisconsin has labored with another problem relating to the continuance of a joint tenancy. Under the statutes of Wisconsin it is provided that the State has a lien against the property of a recipient of old age assistance. This statutory lien attaches to all the real property of the beneficiary for the amount of such old age assistance, and "is enforceable after transfer of title by sale, succession, inheritance, or will, in the manner provided by law for the enforcement of a mechanic's lien upon real property." In the case presented to the Supreme Court, the recipient of the old age assistance held a piece of property in joint tenancy with her sister. The lien claim was filed and subsequently the co-tenant against whom the lien was filed, died, leaving her sister surviving. The Supreme Court held that the joint tenancy was not severed, but that the lien persisted against the survivor.[52a]

It is reported that the Supreme Court of Minnecota has recently ruled that under a similar statute now in effect in Minnesota, the lien can not be enforced against the title of a survivor. The Minnesota Court agreed with the Wisconsin Court that the filing of the lien claim does not destroy the joint tenancy.

If this line of reasoning is followed, a claim for a mechanic's lien or claim for a lien of similar nature would not destroy a joint tenancy, but the courts might hold that it was enforceable against the title of the survivor. However, until further judicial authority is obtained, it seems unsafe to assume that a survivor takes the property even though it is conceded that he must pay the lien.

Death of One Joint Tenant

Since survivorship is one of the major objectives of a joint tenancy, the next problem to be considered is whether a death has occurred. At first blush, the answer would seem obvious, but a few cases may show that even here we may have problems.

In most states a person who has absented himself without reason for many years is presumed to be dead, and his estate may be probated. There are two worries in this connection. First, the presumption may be overcome by positive evidence to the contrary, even after the lapse of the statutory time necessary to give rise to it.[53]

The return of the prodigal son would probably be considered an adequate rebuttal to the presumption, for in such case, to quote Mark Twain, "the report of his death was slightly exaggerated."

The Supreme court of Illinois has held that the courts of the state may provide for administration of an estate in a probate court where there is a presumption of death under reasonable regulations and adequate protection of the property rights of the absentee if it should turn out that he is alive,[54] but this should not validate a conveyance by a co-tenant who assumes that death had occurred after an absence of seven years of his co-tenant.[55]

The other problem arises from the fact that even in the case of the lapse

of the statutory period, it is well to remember that the presumption is that death occurs on the last day of the period of absence.[56]

Thus, in Illinois, where a seven year absence gives rise to a presumption of death, if John and Mary hold title as joint tenants and John disappears in 1940 and is not heard from again, it is presumed that he died in 1947. What would be the effect of a deed by Mary alone in 1944? It would seem that the joint tenancy was broken, and that when death is later presumed John's heirs should take ½ as the heirs of a deceased tenant in common. A covenant of waranty in Mary's deed should not affect this situation

This may cause many problems in cases of men missing in action in the late war. The armed forces have adopted various rules in determining that a person is dead, but generally, they presumed that death occurred if the person was unaccountably missing in action for one year. Would this supersede the decisions in the state courts that death occurs after an absence for a longer period? Suppose a member of our army disappeared in 1944. He owned property in joint tenancy with his wife, and she conveyed in 1946 or 1948. Just what effect did this have on the joint tenancy?

Even when death has arrived on schedule, the road is not all clear. We need not waste too much sympathy on the co-tenant who assures his survivorship with the business end of a .38 caliber revolver, but how about a person dealing with him? Many states provide that no murderer shall inherit from or take under the will of his target. While there is usually no express provision prohibiting survivorship in a joint tenancy, it seems contrary to public policy.[57] However, an Ohio decision held that the surviving joint tenant takes the property despite such murder and despite a statute that property acquired through inheritance would not pass to such murderer.[58]

Certainly, if there is evidence of foul play, some caution should be exerted before assuming that survivorship is not effected by the homicide.

Next let us delve into the problems of simultaneous death. In Illinois prior to 1941, if both joint tenants were killed in a common disaster, the law was silent as to the distribution of the property, and left it up to the courts to try to solve the problems. In 1941, an act was passed by the legislature of the State of Illinois, which now forms part of the Probate act, which states that the share of each shall be treated as if he were the survivor. This means that if there are two joint tenants who meet death in a common disaster, the heirs or devisees of each take one half of the property. How can a lawyer charged with probating the estate of one of these parties obtain an adjudication of the fact that they did die in a common disaster? He has no justification for bringing the heirs of the other party into court, and perhaps if he did, the court would have no jurisdiction to determine the issue. To illustrate: Suppose John and Mary Smith are killed by a train. They have no children, so their heirs are not the same. The heirs of John Smith file a petition to probate his estate, and seek to have the court determine that death resulted from a common disaster. The heirs of Mary Smith do nothing. Are they bound by the determination of the court in the estate of John Smith? What if they later assert that Mary survived, and John's heirs receive nothing?

Many states have identical or similar acts and their problems would be determined by the exact wording of the statutes in each state.

The Title of the Survivor

Although survivorship occurs at the moment of death, it is unsafe to disregard the estate of the tenant who has died, as there may be factors in that estate which may bear upon the title of the survivor.

If the estate is an intestate one, it is necessary to examine it to determine whether state inheritance and federal estate taxes are likely to be assessed, and if so, whether this property was listed on the property scheduled submitted, and, of course, whether any tax assessed has been paid.

The Supreme court of Illinois has held that an unrecorded contract made by a joint tenant constitutes a destruction of the joint tenancy.[59] Since this is so, it would seem that if the contract purchaser or the administrator should file a petition in the probate court, asking leave to carry out the contract, this petition is a notice of record of equal importance with that of any notice which might be filed in the recorder's office.

Where there is a will, additional problems exist. If the testator specifically devises property held in joint tenancy to a third person, and also makes provision for his surviving joint tenant, the survivor then must elect whether to take under the will, and by doing so, suffer the disadvantages of the will, which in this case would be the loss of the joint tenancy property, or to renounce the will and keep the right of survivorship.[60] Only recently this case has been presented to the Supreme Court of Wisconsin, and that court has held that such an election must be made by a surviving co-tenant who was given a life estate in all of the property of the testator, including one piece held in joint tenancy.[61]

In Oglesby v. Springfield Marine Bank[62] the testatrix, in a will after making provision for a beneficiary, devised some property which belonged to the beneficiary to three persons. The Supreme court held that the beneficiary under the will was required to elect, saying "the law does not permit a beneficiary in a will to accept that which benefits him and reject that which operates to his prejudice. In the application of this principle, it has been held to include property owned by the legatee of devisee and which the testator had disposed of by will."[63]

The next case which is disturbing is the joint and mutual will. Some courts have ruled that the joint and mutual will becomes an irrevocable contract upon the death of the first co-signer.[64] Many of these wills, in substance provide, that upon the death of either of the signers, the survivor is to have the use of all the property owned by either of them for life, and then provides for disposition upon the death of the survivor. The language of these wills usually includes all property which either party owns, or which they both own. Certainly the contents and effect of such a will is an important matter and merits careful consideration.

The next question which should concern the attorney has to do with the testimony relating to the admission of a will to probate. Recently a case has come to our attention in which the records disclose a deed from John Smith, a widower, to the secretary of a lawyer and a simultaneous deed from the secretary to John Smith and one son in joint tenancy. Subsequently John Smith died and his will, executed on the same day as the deed in question, was offered for probate. The admission of the will was contested, and the County Court held that the maker of the will did not have a mental capacity to make the will on the date that it bore. Within approximately two months after the date of that decision, a bill was field to set the deed aside, but in the interim the survivor had conveyed the property to a stranger. A subsequent settlement removed the necessity for the legal determination of the effect of the decision of the Couty Court in refusing to admit the will to probate in this case, but it leaves the question still undecided.

Resulting Trusts

In Illinois, we have another poser which is presented by a recent decision of the Supreme court in Kane v. Johnson.[65] In this case, title was acquired by two cousins as joint tenants. One of the co-tenants died and his heirs filed a bill claiming an interest in the property, despite the death of their ancestor and the survivorship of his co-tenant. To sustain their position, they contended that their ancestor supplied the money which formed the purchase price of the land, and that by so doing, a resulting trust arose which superseded the right of the co-tenant to survivorship. The court sustained their contention. Therefore, a lawyer may be required to search the facts surrounding the acquisition of title before he can advise the survivor that he is now the owner of the property and can contract to sell it. Two facts are important: (1) who furnishes the purchase price, and (2) the relationship between the co-tenants. If the money to purchase the property and to pay for any improvements upon it was furnished equally by the co-tenants, no problem is pres-

ent. However, if one party paid for the property or for the improvements upon it, the relationship of the co-tenants becomes important.

It is generally held that where the title to real property is purchased by a husband and the title conveyed to the husband and wife, a presumption arises that such a conveyance is an absolute gift and that no trust arises from such a transaction, even though the husband furnished all the money.[66] This, however, is not the case where the relationship of the parties is not husband and wife. In the Johnson case, the title was taken by two cousins, when, in fact, the purchase price was paid by one of the cousins, and the heirs of the one dying (the one who furnished the purchase price) were allowed to impress a resulting trust upon the property against the surviving joint tenant. Where the husband furnishes the purchase price and takes the title in the name of his wife and a child or himself and a child, it has been held that the presumption exists that a gift was intended but that this presumption may be rebutted.[67]

Much the same distinction probably applies to improvements placed on land after acquisition. The court has held that since the conveyance to husband and wife jointly presumes a gift, regardless of the payment of the purchase money, the improvements are held by them in joint tenancy. However, it did treat this as an exception applying only between husband and wife, and indicated that the general principle of law, was, that where one joint tenant improves the joint premises, he is entitled to be compensated to the extent of the increased value which has resulted from these improvements. If a joint tenancy is held by other than husband and wife, it certainly creates a serious controversy as to whether the property and the improvements pass to the survivor of whether the heirs of the deceased may require an accounting for the value of the improvements placed upon the property by their ancestor.[68]

Purchaser from the Survivor

Can a purchaser from the surviving joint tenant rely upon the records in the recorder's office to protect him against unrecorded deed or the claim that a trust exists?

Before he can accept a deed from a surviving joint tenant a purchaser must know (a) that a joint tenancy was validly created (in this, the record can advise him and he should, therefore, be permitted to rely on it), (b) that the joint tenancy was not severed, and (c) that one co-tenant is dead.

Since the fact of death is not one that is covered by the record, the purchaser must ascertain this fact by searching records of the County court, or in many cases, by relying upon affidavits or certificates of undertakers or persons connected with the public health service. Because he must go outside of the records of the recorder's office to establish his title, or to establish the fact that the person with whom he is dealing is now the sole owner of the property, can he invoke the doctrine of reliance upon the record to defeat the effect of an unrecorded deed, or a claim that the survivor is subject to an undisclosed trust?

Tax Problems

Any discussion of property rights would be incomplete if it failed to give some consideration to tax problems. Four taxes at least should be mentioned, namely:—Income, gift, state inheritance, and federal estate taxes.

Prior to the 1948 revision of the income tax law to provide for the splitting of incomes between husband and wife, there was some justification for a husband transferring a commercial property into a joint tenancy with his wife to split the income. However, a husband or wife may split income now regardless of which one is the owner, so the need for risking the dangers of a joint tenancy to lessen income tax has been obviated. Persons other than husband and wife have never been so apt to create a joint tenancy for this reason alone.

When one person transfers real estate to himself and others in joint tenancy without a valuable consideration, he subjects himself to the gift tax law. Whether he must pay a gift tax, depends of course, on whether he has used his life time or annual exemption, so his attorney should investigate each case in order to intelligently advise his client. It would seem that a lawyer who prepares the papers creating a joint tenancy owes his client the duty of advising him that he must consider the provisions of the gift tax law.

Under the Illinois inheritance tax law, the surviving joint tenant is taxed on the same basis as if the property were held in tenancy in common and passed to him by inheritance or devise. Thus, if A and B hold title as joint tenants to a fifty thousand dollar farm and A dies, B is taxed for ½ of the value of the farm.[69] The rates and exemptions are set forth in the act and depend on the relationship of the parties.

The federal estate tax theoretically proceeds on a different basis. The surviving joint tenant is taxed on the basis of the value of the property not supplied by him. Thus, if A purchased a piece of property and then created a joint tenancy with B, and B died, A should not be taxed at all, since he furnished all of the money. If A died, B would be taxed on 100% of the value of the property. Practically, the Internal Revenue Department places the entire burden on the surviving tenant to show that he furnished more than half of the proceeds and is usually rather technical in its requirements in this respect. The amount and nature of the exemptions, marital deductions, rates, etc., require careful analysis in each individual case.

Economic Viewpoint

One who creates a joint tenancy immediately divests himself of a portion of his property and in addition renders himself an insecure credit risk.

Few creditors will make a loan to one joint tenant without the signature of his co-owner, since the death of the borrower might take from the creditor an available asset, even though a default had ocurred and a judgment secured on the indebtedness. Banks are more likely to insist on real estate mortgages, or at least the signature of the co-tenant, for this reason.

From the standpoint of the owner, judgments, disagreements, partition, deeds, etc., may intervene before survivorship. In special cases, as in the case of the veteran, it may lead to the loss of a valuable right as well as to the loss of money.

Consider the veteran who supplies all of the money to purchase a house (including the use of his rights under the GI Bill), and then transfers the title to the home which he has acquired to himself and his bride of three months, in joint tenancy. Does the real estate broker who told him this should be done or the government agencies which almost insist that it be done, feel any responsibility to the disillusioned veteran if his wife divorces him, goes into court stating that she owns half of his property, and probably in addition, seeks alimony or support money from the other half.

This may sound like the expression of a cynic, but in searching the records of our county, which is certainly about the average in normality, it was found that there are already two such cases out of a total of 75 homes built by veterans. The disillusioned veteran has lost the right to re-establish himself, since he has used his GI loan rights, and has tossed in his bonus, plus all of his savings during several years of government service. In both of these cases, the wife contributed nothing to the financial picture.

It is not all one-sided, of course, because there are many cases where the bride has worked hard and saved her money, which went into the home, and the husband contributed nothing. But in either case, joint tenancy gives to the one who makes no contribution to the financial welfare an unfair advantage. Unfortunately, even though the divorce is secured by the fault of the one who contributes nothing, the joint tenancy as such is not affected. With relation to dower, most states provide some check to this situation by providing that the one whose fault gave rise to the divorce loses his dower in the property of the other. No such check is present in joint tenancy.

The Problem of the Abstracter

So far we haven't given much consideration to the position of the lawyer and the abstracter. In most instances, the position of the lawyer and the abstracter are identical. It is our duty, as abstracters, to supply the information

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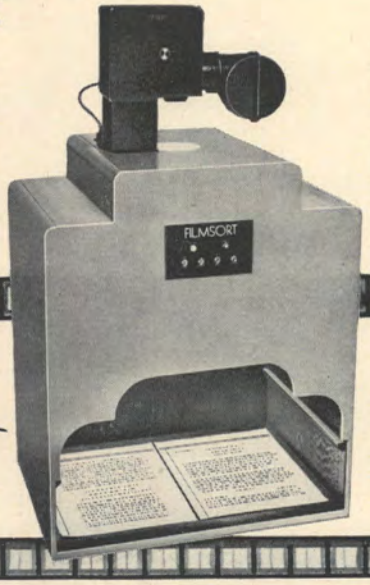

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needed so that an attorney may examine the title for a client who expects to become an investor in real estate.

To start out with, I wonder how many abstracters give any attention to the form of the deeds which grant the joint tenancy. I wonder if we pay any attention to whether there is any conflict between the granting clause and the habendum clause. I rather suspect that most of our abstracts merely show that the property is conveyed to the parties in joint tenancy. If we find a habendum clause stating that the parties are to have and to hold the property to themselves and their heirs and assigns forever, should we assume the responsibility in determining that this deed creates a joint tenancy, or should we set the deed up verbatim so that the examining attorney can apply the rules of the Supreme Court as to the conflict of portions of the deed? Do we always ascertain that the granting clause is to the parties in joint tenancy, or do we call it a joint tenancy if we see these words any place in the deed, even though it is merely after the naming of the grantees?

When a joint tenant dies, it seems to be the practice to merely insert a short note, showing the death of the joint tenant. I wonder if this is enough? Would we as abstracters be liable if a will were probated, in which the surviving joint tenant was required to elect? In the absence of some showing as to wether the party died intestate, or whether his estate was probated in the county ,is the examining attorney liable if he accepts such a death note? If we find there is an estate probated and if a will is presented, is it the abstracter's place to examine the will and insert a note to the effect that the will makes no mention of the property involved, or does the abstracter assume the prerogative of a guarantor of titles by so doing? Shouldn't we more properly set the will up verbatim and leave the determination of its effect upon the joint tenancy to the examining attorney? What search should the abstracter make to determine whether there has been an evaluation of the State Inheritance and Federal Estate tax? Should we insert a note in the abstract stating that there has been no proceedings to determine, a tax, or should we merely leave it to the examiner to note the absence of any such statement from the abstract, and thereupon make his own search? Is the abstracter liable if the records of his county disclose a death of one joint tenant which is not readily apparent from the chain of title? To illustrate: John Smith acquires title with his wife, Mary Smith, in joint tenancy. Some years later, we find a deed out from John Smith and Mary Smith, his wife. What search should we as abstracters make to determine that this is the same John and Mary Smith who originally acquired the title? The simplest case arises when Mary, the original co-tenant, dies, and John, the survivor, remarries another woman by the name of Mary. The death certificate of the first wife is often a matter of record in the county. It would seem that State Associations could adopt uniform rules for abstracting such matters which would surely be of service to the customers of their members. Perhaps this is the place to throw in a plug for title insurance which can certainly serve real estate investors in all these situations.

A Look Into the Future

The principal excuse for the unreasoning use of joint tenancies seems to be the desire to avoid the probate of an estate. Whether this is accomplished is doubtful, because of the necessity of administering the personalty of the deceased. However, if the legislature should require a proceeding in the Probate Court before the survivior could present a merchantable title, the biggest inducement to the thoughtless use of joint tenancies would be removed. Wisconsin, South Dakota, California, Michigan and other states make such requirements and the attorneys from those states feel that the law has done much to rationalize the use of this type of holding. Such proceedings could answer many of the problems which are now encountered by one dealing with a surviving tenant and should, to some extent, eliminate the unadvised creation of joint tenancies by real estate owners.

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NATIONAL TITLE UNDERWRITERS SECTION

ERVIN J. BRANDT, *Chairman*
Manager
Title Insurance Department
Commercial Standard Insurance Co.
Fort Worth, Texas

There is not much of general interest to report. I might say this is an excellent opportunity to acquaint some of you with our organization.

This Section deals primarily with underwriting problems for the writing of Title Insurance, and particularly with matters raised by member companies. A company is eligible for membership where they do a title business in several states and, of course, are approved by the Board of National Title Underwriters Association.

Recently, we have discussed the advisability of the adoption of a uniform owner's policy. Some companies presently insure against some matters which others do not. Then, too, the conditions in the various forms of policies lack uniformity.

Also, we have been giving some time and thought to keeping a more accurate account of items of expense pertaining to policies issued where a loss, notice of loss or any question of attack arises. Usually, a loss is shown only where money has been paid out on the policy itself. It does not reflect the true picture, as in many instances no money is paid to the policy holder, although there may have been numerous long distance phone calls, the employment of counsel, investigation fees, and time spent by the home office officials, both in studying the case and time and money spent in traveling.

The Association meets twice each year and oftener when necessary. Our Association works hand in glove with the other departments and have at all times welcomed suggestions or helpful criticism.

This Section, too, deals with reinsurance and coinsurance, which is available to those desiring it, as this can be obtained through members of this Association.

TITLE INSURANCE AND ABSTRACTER

FRANK K. STEVENS
President
Brazoria County Abstract Company
Angleton, Texas

Question by Moderator. Wm. S. Gill

"I live in a small county and I know everybody, and they all know me. We have never had any trouble over our titles. Why do I need Title Insurance?"

Answer by Mr. Stevens.

This is a heck of a question, Bill. It reminds me of a peaceful Utopia where everything is so sweet and nice that probably they don't even bother to write deeds when they sell their property to one another. The danger in such a situation is that it tends to breed carelessness in the transfer of property and in the examination of titles.

To illustrate what I mean I want to tell you a story. I am sure you have never heard it before and any resemblance to any story you have ever heard before is purely co-incidental, as I cooked this one up last night.

The Story

A friend of mine in Texas, name Black, told me he had recently bought a forty-acre farm in one of these quiet, easy-going communities like we are talking about, and had torn down the old house on it and built a very fine new home.

"Did you get Title Insurance on it," I asked.

"No, they don't use that here," he said, "but I had an abstract made and had it examined by old Judge Harper. He said it was the shortset title he had ever examined. It was bought from the state, way back in 1875 by a man named White and he sold it in the nineties to a man named Mose Brown and that was about all there was to it. It has been in the family ever since. Been through three generations and not a single entry since Brown bought."

"Didn't any of them leave a will," I asked.

"Not a one, and there wasn't any probate of their estates," he replied. "Old Judge Harper said he had known the family for more'n forty years and he knew that Bob Smith that I bought from was the only heir."

And Then Oil

Several months later I had occasion to pass through this little Eden again and found them all excited over the discovery of oil right close to the farm home of my friend Black. Naturally he was in high spirits as he had closed a lease with the Castor Oil Company on a basis of $500 per acre bonus, subject, of course, to the examination of titles. I congratulated him and expressed hope that the title would be found O.K.

But when I saw him again some months afterward he looked like a stricken man and this is what I learned.

The oil company attorneys had taken Mr. Black's abstract, but knowing well the dangers that lurked in a situation like this they had made a very careful search of all records on the several generations of Browns who had figured in the ownership of Mr. Black's land and this is what they had discovered.

What They Found

Mose Brown had bought this farm in 1896 and moved to it from another state together with his wife, Mary, and son, Jim, and daughter Mandy, and built a home on it. Their first child, a daughter named Jane was born mentally defective, in fact was an idiot, and at an early age had been committed to an institution for such cases, where they were given to understand that she would never be any better. It is not hard to understand that they never mentioned her to the friends in the new home, and even the other children had never seen her, and so she gradually became only an unhappy memory to her parents. Mrs. Brown died not long after the new home was completed.

Time passed and World War I came on and Jim Brown went to war, married a French girl and was killed in action a few days later, but a son was born to his bride in due course. She, however, died at his birth and the baby was raised by her parents. No word of the marriage ever came to Jim's father or sister. When Mose Brown died a few years later it was generally understood by everyone that his daughter, Mandy, was the only heir. She had married a man named Smith some years prior to this, and after her father's death she and her husband and two small sons moved to another county, renting the old home to a local party.

World War II came on and both boys, John and Bob, went to war and their father died intestate during the war. When they returned, John had become an alcoholic, and was always getting into trouble. The mother died after their return, and within less than a year John was killed in a drunk-driving crash, and Bob was left the sole known heir to the family. He moved back to the old home place, but it had run down so badly that he was glad to sell it to my friend Black, who, as mentioned before was so sure of of his title.

All—Except

No wonder my friend Black looked like a stricken man. The oil company's attorneys had reported that they found title in Black EXCEPT as follows:

One third of the fee title appears to rest in an elderly spinster named Jane Brown, of unsound mind, who is confined in an institution in another state. Another third appears to be owned by a son of Jim Brown, living in France. The other third was inherited jointly by John and Bob Smith from their mother, but the interest of John is heavily incumbered by a large abstract of judgment, which was obtained in connection with the car wreck in which another party also lost his life. Abstract of this judgment has been filed in this county since oil was discovered here. This leaves only 1/6 owned by Bob Smith.

Well, I really felt sorry for Black. Not only had he lost a chance to make a very good lease, but it looked like he was likely to lose his home as well.

Now, as I told you at first this is not a true story, but I believe that most lifetime abstracters can recall titles

that are almost this bad.

This just goes to show how unsafe it is to rely upon a title being good just because the neighbors all think it is O.K.

Really there is only one way to get full protection, and that is through Title Insurance which protects you against the unknowns.

A case like this might not happen once in a life time, but as a rule a person buys a home only once in a life time, too.

Moral: It is better to be safe than sorry.

Modern Map Making

By JAMES O. HICKMAN,
Assistant Manager
Boulder County Abstract of Title Co.
Boulder, Colorado

In the fall of 1947, we decided that we ought to make some use of photography. We had no well defined plan as to the extent to which we should go. We were merely convinced that certain benefits were to be had by using photographic devices and, therefore, decided to begin in a modest manner. Now, with a little more than a year and a half of experience, we find it interesting to look back over some of the problems and evaluate the results we have accomplished in introducing the use of photography into our abstract business.

Background

The reader will better understand the problems with which we were confronted by having some information as to size and physical features of our county. In area, we are among the smallest in the state, while in population we rank fifth, with about 40,000. The total area of the county is 751 square miles, more than half of which is in the mountains. The elevation varies from 5,000 feet to 14,110 feet. The Continental Divide forms the western boundary. The great variation in elevation makes it apparent that many of the acres stand on edge. We are one of the oldest counties in the state, and a great amount of land is located by metes and bounds description. The situation is further complicated by the fact that the mountainous portion of the county is in the area in which gold was first discovered in the state, and that it has been the scene of various kinds of mining activities throughout the years.

We Make a Start

In November of 1947, abstracters in two neighboring counties joined with us in the purchase of a microfilm camera, Recordak Portable Model E. The camera and its appurtenances pack easily and compactly into two carrying cases and can be set up or dismantled in less than five minutes. The machine cost around $1400, and was delivered late in December. The factory representative came to Boulder, showed us how to set up the equipment and gave us a general idea of its operation. In actual practice is it not nearly as complicated as it appears on paper. We have had no trouble of any kind, and have set it up and moved it from place to place as needed. All that is necessary is a room with an electrical outlet. Our results have been almost unbelievably good. We use 35 mm. microfilm, which comes in rolls one hundred feet long and costs about $6.00 per roll. It is obtained from the Recordak Corporation's branch office in Denver. The rolls of film can be placed in the camera right out in the light. The number of exposures or pictures that can be secured from a roll will depend somewhat on the size of the document being photographed and the amount of reduction desired. The camera is very flexible and can be adjusted to photograph sheets as large as 52 by 36 inches. We average about 800 exposures per roll. Thus far we have had all our films developed by the Recordak Corporation in Chicago. The charge for the development service is included in the original cost of the film. It takes us about a week to get them back. Obviously, this process could not be used if we were using microfilm for our daily take-off. We have a small processing unit that we use occasionally in cases where we don't want to wait for the regular routine.

JAMES O. HICKMAN

We Made Maps

Our abstracts had never included a satisfactory map service. Occasionally some were shown, but they were poor and skimpy. For that reason we concluded that the one thing that we could best do to improve our service would be to include more and better maps. In order to do that we photographed the following records:

1. All of the recorded plats of subdivisions, which vary in area from tracts of 1500 acres down to the replatting of a single lot.
2. All of the County Road Maps.
3. All of the United States sectional plats, in which mineral claims are located.
4. All of the various Surveys and Resurveys of the United States Land Office.
5. Our own plattings are areas involving irregular parcels to which we have assigned arbitrary numbers.
6. All the filings of ditches and reservoirs located in the county.

We Set Up Our Own Dark Room

After the developed film is returned from the Recordak Corporation, there are two courses open: you can have prints made from the film by commercial photographer, or secure the equipment and do your own work. We took the latter course because we found that for volume work we could do it cheaper ourselves. We therefore set about equipping a dark room. We took a basement room 10 x 12 feet, plugged up all the holes, installed a second-hand sink with drainboards, put a rough work table along one wall to support developing trays which we purchased, and bought a couple of dark room lights. The total expense was less than $75.00. We then bought an enlarger, Model A, from the Recordak Company, at a cost of $392.00, and had it mounted on the wall. The enlarger does what its name signifies: it enables you to blow up the small 35 mm. film to make a print of any desired size up to a maximum of 52 by 36 inches.

When we had all of the necessary equipment installed in the dark room, we invited one of our local photographer friends to come in and introduce us to some of the mysteries of the process. He did this and was able to make a whole paragraph of complicated explanations perfectly simple by saying, "All that means is this . . ." He stayed with us part of one Saturday

afternoon and smoothed out the rough places for us. It helped a lot to bolster our confidence, and so we felt that the little bottle of bourbon that we sent in appreciation brought us splendid returns.

We Go Into Production

Sensitized paper is available in various sizes, weights, and with various speeds for reproduction. The paper that most nearly meets our needs is "Kodagraph, Fast Projection, Extra Thin." It is purchased from the Eastman Company in Denver, 500 sheets per box. It is also available in boxes of 100 sheets. This paper is now costing us about six cents per sheet, size 8½ by 14 inches. We use this size because that is the size of the abstracts into which the maps are inserted.

We made several prints of each of the maps we had photographed. In areas that are quiet, with little activity, we made fewer maps, with more for the active subdivisions. We then set up a filing system and stored the prints away for easy and ready reference and immediate use when, if and as the opportunity arises. We keep close check on the maps used and replenish the files from time to time. Two people working in the dark room can easily turn out 250 or more prints per day. It can be handled by one person, but we found that the work goes faster with two people working together.

On Large Subdivisions

On large subdivisions that are active, we have found that we can have maps printed cheaper that we can make them ourselves. The commercial printers who use the off-set method have printed about a dozen of our larger additions for us, at a cost of approximately $10.00 for each addition. They furnish us as many as 500 prints. That is much less than the paper alone would cost us, to say nothing of the work.

You Need a Dryer

When we began to make our prints we did not have a regular dryer, and resorted to make-shift devices to smooth out the wrinkles. We found that an ordinary iron really gives quite satisfactory results, but it is slow and doesn't sound too business-like; so when we had an opportunity to get a good used dryer from one of the local photographers, we were glad to do so. It is a big contraption, 4 by 6 feet, much like a mangle in a laundry, electrically heated and operated. You merely yank your prints right out of the water in the sink, lay them in this machine, and they come out dry and slick as a peeled onion. This machine cost us about $400. Dryers are also available in smaller models.

How We Use the Maps

When we make a complete abstract we stick into it every map that we can find that seems to us that would be helpful to an examiner. If we extend an abstract, we do the same thing. In complete abstracts the maps are furnished as a part of the price of the abstract, and in extensions we make a flat charge of $1.50 per abstract when the map service is needed, regardless of the number of maps that may be used. Ordinarily a single map is sufficient, but we have numerous additions that have been platted and replatted, so that we do in such cases include two and sometimes three or more separate maps. We are told that our charge is insufficient, and it may be; however, our primary purpose has been and is **to improve the quality of our service** first, and not to use our new venture as a revenue raising device. We continue to feel that our first objective has been to furnish service that would forestall any reasonable criticism; with that done, if our fee schedule is not adequate to meet the expenses of doing business, we would then be in a better position to make necessary upward revisions.

Free Information

We have long followed the practice of providing as complete information as possible in reply to any sort of inquiries about real estate titles. We have found that many of these inquiries can be most satisfactorily answered by furnishing a map. In such cases, we provide a map free of cost, and think of it as being a good-will promotion or form of advertising, as the firm name appears on all prints.

We Did This, Too

Another thing we did, and with which we are quite pleased, was that we photographed all of our indices. We have between 30 and 40 of these large index books, and have realized the difficult place in which we would find ourselves if any one of them should be destroyed. We therefore set to work last spring and photographed every one of them. This took twelve rolls of film, at a material cost of $72.00, for the photographing of our entire indices. We have stored these films outside the office and are sure they would be of inestimable value if need ever arose. It seems to us that this is something every abstract company should do, as a matter of protection.

Some Other Uses

We have photographed quite a goodly number of books in the Recorder's Office. We made no effort to get them all and have no intention, at this time, of doing so. We are in position to photograph all or any part of them on short notice if the need should arise. The speed of photographing is limited only by the rapidity with which the pages can be turned. Up until now we have felt that we could best meet the needs and wishes of our customers by continuing the manual method of handling the take-off. So we have no intention of furnishing full photographic copies of instruments unless we are forced to do so. Our attorneys don't like it, don't want it, and feel that the bulk of such documents makes such practice undesirable. We are told that the oil companies prefer or demand them, and so are pleased to be in a position to meet any such requests that may be made of us.

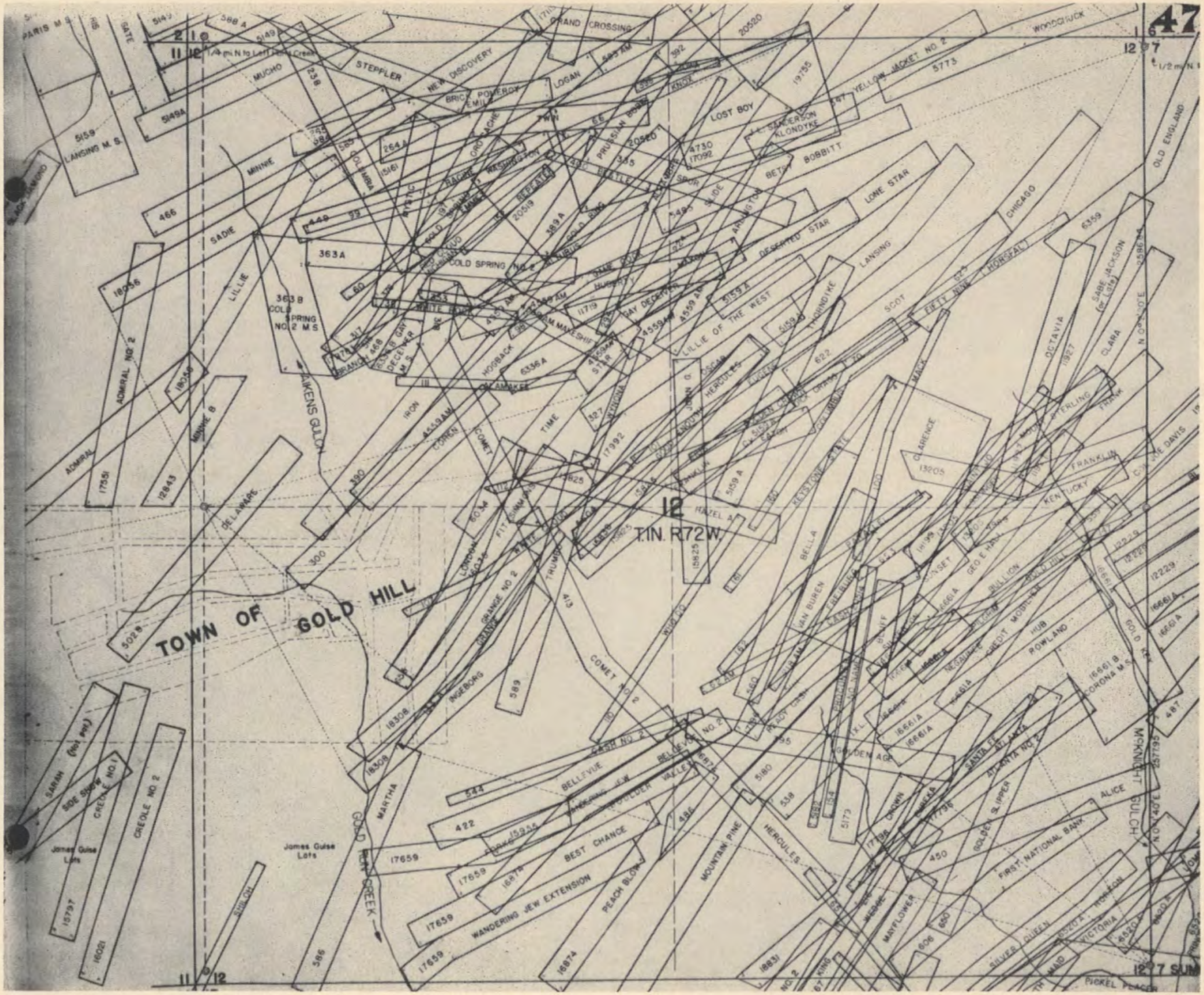
Publicity Uses

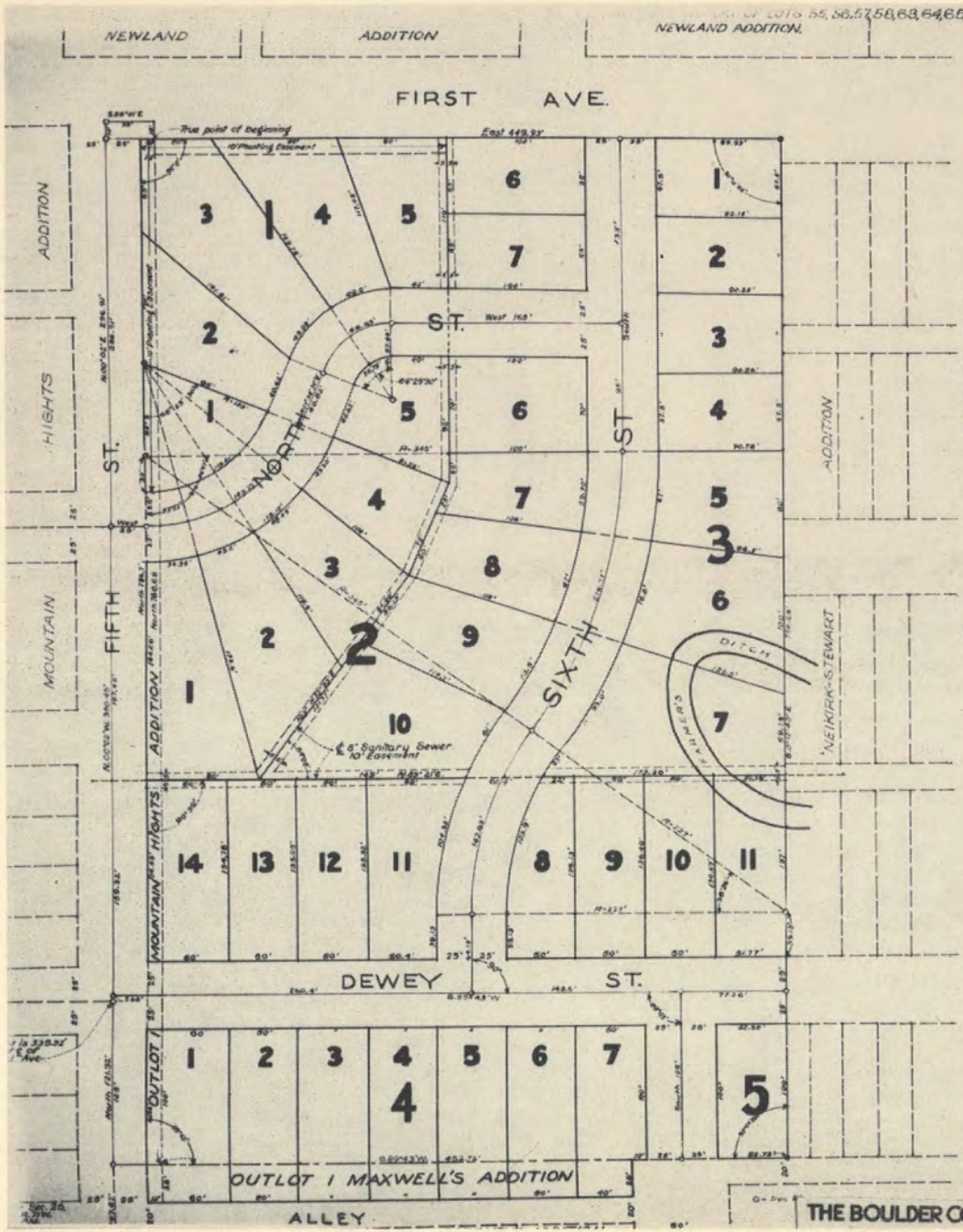
In the past we have been called on to talk on abstracting before the Law classes at the University of Colorado, located in Boulder. After we secured our photographic equipment we felt we could make these lectures more helpful by showing actual reproductions of the matters and forms under discussion. We therefore photographed many types of instruments and records in the Court House, and further photographed portions of our own books to show how we handle these instruments and how an abstract is made. We bought a projector and a screen, and can now illustrate practically any legal document. The showing of our film hasn't made us any money, but it has apparently been interesting to the groups that have seen the pictures, and we hope that it has tended to support the idea that our office is making an effort to keep somewhat abreast with the times. This film could also be helpful for training of new employees, and could further be adapted for showing to any civic groups that might be interested.

Conclusion

It seems to us that almost any size office can find some profitable use for a camera. Many will not find it advantageous to buy equipment alone. Some sort of co-operative arrangement, in which half a dozen little counties could work together, would be found to be of benefit to all concerned. Our only suggestion to small companies would be to consider their problems carefully and to move cautiously, as the equipment is expensive. Some sort of group action seems to be the best approach. There need be no additional expense for labor, as all the work involved can be done by regular office staff during slack periods.

While our primary purpose in this venture was improvement of our service—and all the attorneys agree that this has been achieved—it pleases us to report that it has been done at a small profit to ourselves, as well as a great amount of personal satisfaction.


47
12
T.1N. R72W.
TOWN OF GOLD HILL
AIKENS GULCH
GOLD RUN CREEK
McKNIGHT GULCH
James Guise Lots
363 B COLD SPRING NO. 2 M.S.
5159 LANSING M.S.
PARIS M.S.
GRAND CROSSING
YELLOW JACKET NO. 2
WOODCHUCK
OLD ENGLAND
NEW DISCOVERY
STEPPLER
MUCHO
LOGAN
LOST BOY
KLONDYKE
BOBBITT
LONE STAR
DESERTED STAR
CHICAGO
LANSING
SCOT
FIFTY NINE
OCTAVIA
CLARA
STERLING
FRANKLIN
KENTUCKY
CLARENCE
BELLA
KEYSTONE
HERCULES
LILLIE OF THE WEST
THORNDIKE
HOGBACK
COLD SPRING
MINNIE
SADIE
LILLIE
ADMIRAL NO. 2
ADMIRAL
DELAWARE
MINNIE B
IRON
COMET
TIME
LONDON
INGEBORG
BELLEVUE
CASH NO. 2
BEST CHANCE
WANDERING JEW EXTENSION
PEACH BLOW
MOUNTAIN PINE
MARTHA
SHILOH
SARAH
SIDE SHOW
CREOLE NO. 1
CREOLE NO. 2
GOLDEN AGE
CROWN
SANTA FE
ATLANTA NO. 2
ALICE
FIRST NATIONAL BANK
GOLDEN SLIPPER
MAYFLOWER
SILVER QUEEN
VICTORIA
ROWLAND
HUB
BULLION
SUNSET
VAN BUREN
1666 B CORONA M.S.
GOLD KING
PICKEL PLACER



PLAT BOOK 6

VALLEY VIEW SUBDIVISION
AN ADDITION TO THE CITY OF BOULDER
BOULDER COUNTY, COLORADO

BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 71 WEST OF THE 6TH P.M.

SCALE 1"=40'

MAYOR'S CERTIFICATE

This is to certify that a copy of the accompanying plat of Valley View Subdivision, an Addition to the City of Boulder, has been filed with the Director of Finance and Record and Ex-Officio City Clerk of the City of Boulder, Colorado, on the 12th day of June, A.D. 1941, and that it was submitted, by the owners of all the lands lying within the said Valley View Subdivision, to the City Council of the City of Boulder, Colorado, for approval.

This is to certify further that the said plat of Valley View Subdivision, an Addition to the City of Boulder, has been approved by three-fourths of the members elected to the City Council of the said City of Boulder, and that the City of Boulder, by Frank W. Thurman, the undersigned, its Mayor, duly authorized thereto by resolution of the Council of the said City of Boulder, adopted by vote of more than three-fourths of the members elected thereto, on the 17th day of June, A.D. 1941, hereby adopts this plat of Valley View Subdivision, an Addition to the City of Boulder, for the uses and purposes indicated hereon.

IN WITNESS WHEREOF, the said City of Boulder, a municipal corporation has caused its name to be hereunto subscribed by its Mayor and its Seal to be hereunto affixed by its Director of Finance and Record and Ex-Officio City Clerk.

CITY OF BOULDER

By FRANK W. THURMAN
Mayor

ATTEST

MAYME GRAHAM
Director of Finance and Record and Ex-Officio City Clerk

CLERK & RECORDER'S CERTIFICATE

Accepted for filing in the office of the Clerk and Recorder of Boulder County this 28th day of June, A.D. 1941 at 9:30 A.M. and filed in Town Plat Book No. A1 at Page 63c.

Ed Adams
Clerk & Recorder

By C.J. Carlson
Deputy

PLANNING COMM. CERTIFICATE

Approved this 12th day of June, A.D. 1941.

Planning and Parks Commission of the City of Boulder, Colorado.

By W.E. BROCKWAY
Chairman

ENGINEER'S CERTIFICATE

I, W.L. Prouty of Prouty Bros. Engineering Co. do hereby certify that I have surveyed Valley View Subdivision and that this map accurately represents said survey.

W.L. PROUTY
Assistant Engineer

DEDICATION

Know all men by these presents:

That we, R. Maxwell Burger and H.A. Hutt, are the owners of that real estate situate in the County of Boulder, State of Colorado, and lying within the exterior lines of Valley View Subdivision, an Addition to the City of Boulder, according to the accompanying plat thereof, and which is described as follows, to-wit:

A replat and subdivision of Out Lot 1 in Maxwell's Addition to Boulder, according to the recorded plat of the Amended Plat of Blocks 10, 11, 12 & 13 Maxwell's Addition to Boulder; and a replat and subdivision of Out Lot 1 in Mountain Hights, an addition to the City of Boulder, according to the recorded plat thereof, except the North 100 feet of the east said Out Lot 1; and a subdivision of a tract of land situate in the Southwest quarter of the Northeast quarter (SW¼NE¼) of Section 25, Township 1 North, Range 71 West of the 6th P.M. and described as follows, to-wit: Beginning at the intersection of the center line of Concord Avenue in the City of Boulder with the center line of Fifth Street in said City of Boulder; thence North 53°32' East to an iron pin set in a concrete monument on the center line of Dewey Street in said City of Boulder; thence North 00°02' West 356.48 feet to an iron pin set in a stone monument on the center line of North Street in said City of Boulder; thence North 00°02' East 298.91 feet to an iron pin set in a concrete monument on the center line of Fifth Street in said City of Boulder; thence North 89°21' East, 35 Feet to the Northeast corner of Out Lot 1 in Mountain Hights, an addition to the City of Boulder, according to the recorded plat thereof; thence South 10 feet to the true place of beginning; thence East 449.93 feet to a point; thence South 00°12'40" East, 756.28 feet to a point on the North line of Maxwell's Addition to Boulder according to the recorded plat thereof; thence South 89°43' West 452.72 feet to a point on the east line of Out Lot 1 in Mountain Hights, an addition to the City of Boulder, according to the recorded plat thereof; thence North 758.68 feet to the true place of beginning.

That we have caused the above described real estate to be laid out and surveyed as Valley View Subdivision, an Addition to the City of Boulder, and that the streets are of the width set forth on the accompanying plat, and all lots and blocks are of the dimensions indicated and are designated by numbers as set forth on the accompanying plat of said Valley View Subdivision.

And we hereby dedicate and set apart all of the streets shown on the accompanying plat to the use of the public forever.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 29th day of May, A.D. 1941.

R. MAXWELL BURGER

H.A. HUTT Seal

NOTARIAL

STATE OF COLORADO } ss.
COUNTY OF BOULDER }

I, Elizabeth E. Milligan, a Notary Public in and for said County and State of Colorado, do hereby certify that R. Maxwell Burger and H.A. Hutt, personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, Sealed and delivered the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal this 29th day of May, A.D. 1941.

My commission expires July 29th 1943

ELIZABETH E. MILLIGAN
Notary Public

THE BOULDER COUNTY ABSTRACT OF TITLE CO.

Public Relations

Publicity Relating to New Quarters

The opening of new quarters, whether in a new location or by remodeling and refurnishing the old quarters, is an event of importance to any company. It is of public interest. It can contain human interest stories, acceptable to the newspapers.

Among members who have moved into new quarters in recent years are the Kane County Title Company, Geneva, Illinois, the Missouri Abstract & Title Insurance Company, Kansas City, Missouri, and the Guaranty Title Company ,Tampa, Florida. There are others. On some of those, in subsequent issues of "Title News" we hope to give you a factual story of "What" they did and, speaking to the point of public relations, the "How" of their publicity work.

A Fine Oklahoma Job

Another company which did a full time job is the Albright Title & Trust Company, Newkirk, Oklahoma, headed by Roy C. Johnson. Mr. Johnson informs us they had occupied about two-thirds of the lower floor of their building (company owned), being a two-story brick 25x140. Gradually they expanded to include the entire lower floor and several rooms upstairs. Last spring, they vacated all the rest of the upstairs and remodeled the building.

New Quarters

The new quarters are neat, clean and attractive to customers; and certainly inviting to employees. Included in the lay-out is a lounge room for employees (35), the room being approximately 29x17. Adjoining is a small kitchen, completely equipped with electric ice box, new type metal built-ins, sink, stove, etc. The entire building is air conditioned, with forced air heat in the winter.

The Grand Opening

For the grand opening, the company purchased 500 Eversharp Pencils, inscribed:

"Presented to You Upon the Occasion of Your Visit
to
Albright's New Offices
Albright Title & Trust Company,
Newkirk, Okla.

In addition, there were small favors for the ladies, cigars for the men and light refreshments.

The "How" of Publicity

But it is on the subject of Public Relations and Publicity concerning their opening that we go "all out" in congratulating Mr. Johnson and his company. In this issue are shown reproductions of some of the news items carried in the Newkirk "Herald Journal."

Whether you are or are not contemplating moving or remodeling, much of this publicity, modified to fit your local conditions, is usable by you. Accompanied by suitable photographs, we believe it would be acceptable to the City Desk or Real Estate Editor of your local newspaper.

Continuing Publicity

Numerous of the articles shown were carried in the "Herald Journal" of Sunday, October 27th. But all were not. Some were printed in later issues, one being as late as December 31st, 1949. Incidentally, that particular article (Picture of Virginia Austin and a background of Land Records) was not written by Mr. Johnson or any of his staff; nor did he pay to have it carried in the paper.

More Publicity Ideas

It is hoped carrying these articles in "Title News" will give worth while ideas on publicity and public relations to other members. It is hoped members will send copies of their press releases to National Headquarters for use in later bulletins and "Title News."

—Ed.

Dean Hoye, Vice President and Secretary, Albright Title and Trust Co., in charge of loan service department, finance and bond departments.

Photo by Cortright Studio

Roy C. Johnson Directs Operation Of Albright Title and Trust Company

Directing operation at the Albright Title and Trust Company is Roy C. Johnson, president.

Johnson, one of Newkirk's leaders in civic activity, was chosen president of the firm in 1942 after serving as secretary-treasurer of the company several years.

He became active in the organization in 1932, but for several years prior to that, he worked in several departments and offices while attending school.

Born and reared in Newkirk, Johnson attended grade and high school here. Then he enrolled at the San Diego Army and Navy academy.

He graduated from the University of Oklahoma where he majored in business.

Johnson is a director of the Newkirk Business Men's Association and a past president of the Rotary club here. Throughout the war he was War Finance committee chairman. He also was drive chairman of the recent emergency polio drive in the county.

In addition, he is a member of the board of elders and treasurer of the Presbyterian church here, and has been president of the Northern Oklahoma Boy Scout council for two terms.

Johnson has been a leader in organizations more related to his business, too. He served a five-year term as a member of the board of governors of the American Title Association. He is past president of the Oklahoma Mortgage Association.

He is a member of the board of directors of Kay County Federal Savings and Loan Association and a director of the First National Bank of Ponca City.

Mr. and Mrs. Johnson, who make their home here, have two children, Froma Jane and Jana.

Students to Go Through Firm

Approximately 100 To See Albright Building

Plans are being made for approximately 100 students in Newkirk high school commercial classes to tour the Albright Title and Trust Company on their opening Friday afternoon, J. W. Gills, principal, said today.

"Seeing and learning how the company conducts their business and their equipment will be educational to the students," Gillis said.

They will go to the building in classes under supervision of teachers, and then return to their class rooms.

Commercial classes at the grade school will not go through the building on the opening day but will later on when they are studying insurance and loans, Charles Rogers, principal, said.

John D. Dorchester Heads Mortgage and Loan Department

John D. Dorchester, who was born in southern Oklahoma attended Oklahoma University and Oklahoma A. & M., heads the Mortgage and Loan department.

Dorchester has been manager of the Perrine building and another large building in Oklahoma City.

He also has served as field representative of the Home Owners Loan Corporation. He was employed by the Federal land bank at Wichita as an appraiser.

He entered the army as a private and was discharged a first lieutenant. Upon his return from the army he was made regional manager for the bank in New Mexico and Colorado.

In July 1946 he came here. He was formerly chief appraiser and is now head of the mortgage loan department.

Some of Albright's Business Restricted To Newkirk Area

Albright's accounting and insurance departments restrict their activity to Newkirk and the surrounding area.

H. S. Ingham is manager of the accounting department, and Jennie Mills heads the insurance department.

Although surety bonds and aircraft insurance are written on a state-wide basis, it is not the company's policy to solicit from borrowers who are not in Newkirk or immediate area.

Two From Here Are Among 64 Who Passed Bar Exam

Two Newkirk men have been notified by the State Bar Association that they were among the 64 who successfully passed the three-day state bar examination last month.

They are John W. Warren and Richard E. Stokes, Jr., both members of the legal department of Albright Title and Trust Company here.

They will be officially sworn in as members of the association Tuesday.

Stokes graduated from the University of Oklahoma law school. Warren attended George Washington University and was a graduate of the Washburn law school.

Of the 67 who took the exams there were only three failures.

Legal Section Plays Big Role

Attorneys Give Advice To All Departments

The legal department at Albright's play a great roll in the company's operation, Roy C. Johnson, president, said.

John Warren is manager of this department, and he is assisted by Richard Stokes, Jr. Their secretary is Laverna Ruth Nelson.

The attorneys serve in an advisory capacity to all departments. They examine all titles in connection with real estate, mortgages and loan and many titles in connection with title guarantys.

Albright's have approved attorneys all over the state that the company accepts as basis for issuing title guarantees, Johnson said.

The legal department is located in rooms at the front of the upper floor of the newly remodeled building.

Thirty-Seven Are Employed by the Albright Offices

Company Jobs Give Many School Graduates Chance To Remain in Newkirk

The Albright Title and Trust Company brings a large revenue to merchants here through employment of 37 full-time and seven part-time employess.

Many of Newkirk's young people have been given jobs in the various Albright departments and offices when they complete their education in schools. By this many are able to live at their homes here, make a living and gain worth while experience in the various lines of work at Albright's.

The employees have to meet rather high qualifications both in ability, personality and moral character before they are accepted.

Most of them work from seven to eight hours a day on week days and a half day on Saturdays.

Starting with the officers, those working at Albright's are Roy C. Johnson, John Gardner, John Dorchester and John Warren.

Zella Goodin is manager of the abstract department. Others are H. S. Ingham, Irene Foxworthy, Ruth Dewey, Virginia Austin, Jenny Lee Hamand, Lloyd H. Wilson, Laverna Ruth Nelson, Thomas E. Willis, Barbara Delaughder, Jimmy Mills.

Lorene Featherston, Roma Ann Hiatt, Billie Ruth Houser, Joleen Shreeves, Lester O. Welch, E. A. (Bill) Williams, Charlene Harth, Cora Mae Harris, Opal Merz, Marjorie Michael, Rosemary Stockton.

Helen Frances Leven, Shirley Richards, Verna Lee Hamand, Marvin Leven, Richard Lee Stokes, Jr., Ada Lorene Van Zandt, Easter Gildhouse, Joyce Patterson and Gloria Patterson.

Presently employed as part-time employees are Barbara Jacques, Wilma Plumer, Luella Osko, Velma Cronan Sargent, Bea Dorchester, Phyllis Allen and Anna Spore.

Albright's Have Expanded Since Turn of Century

History of Company Is Story of Success and Progress Through Years

The history of Albright's, which dates back to the beginning of the 20th century, is a story of progress.

Starting with a capital of $10,000, the Albright Title and Trust Company have built their business where alone they are acting in capacity of trustee or executor of 13 estates that have total assets of $2,330,011.57.

This is to say nothing of the work handled by the rest of the company's departments that have been added since the company was formed.

Albright's started in 1899 as a branch office of the P. H. Albright Farm Loan Company. C. A. Johnson and P. H. Albright were partners and the original business of the company was making abstracts and farm loans.

Roy S. Johnson, son of C. A., became associated with the firm in 1912 after graduating from the University of Oklahoma.

In 1916 the company was incorporated and in 1926 the company became the Albright Title and Trust Company.

At this time the interest of the P. H. Albright family was purchased by the Johnsons. In order to accept charter under the first company, trust company statements were passed out.

Only one other trust company in Oklahoma who's activity like the Albright company, is operating. It is the American First Trust Company at Oklahoma City.

C. A. Johnson died in 1930. He was succeeded by his son, Roy S. Johnson.

In 1937, Roy S. Johnson became president of the Federal Land Bank at Wichita, and Roy C. Johnson became president in 1942 following the death of Roy S.

Prior to 1926 the company was located in the building now occupied by the Haynes Grocery on West Seventh.

In 1926 their present location at Seventh and Main was purchased from the Security State Bank, which was consolidated with the Eastman National Bank. The lower floor was remodeled and the Albright company moved in.

In later years other parts of the building was remodeled to accommodate various tenants.

Cronan and McGraw, in the real estate and insurance business, were occupants of a suite of rooms on the second floor for more than 20 years. Dr. E. A. Hodges, dentist, occupied quarters in the building slightly less than 20 years.

Other professional and business men that were tenants in the building are Dr. G. H. Yeary, who had offices in the building for about 12 years; Dr. L. C. McGee, dentist, now at Ponca City, occupied quarters on lower floor at rear of building; Kay County Federal Savings and Loan rented offices from time organization started. They rented one lower floor while their present office was being remodeled on South Main.

There was only two departments when Albright's started. They were the farm loan and abstract departments. Now they have, in addition to a much more complete loan service, a large trust company, insurance and bond department, finance department, and legal department.

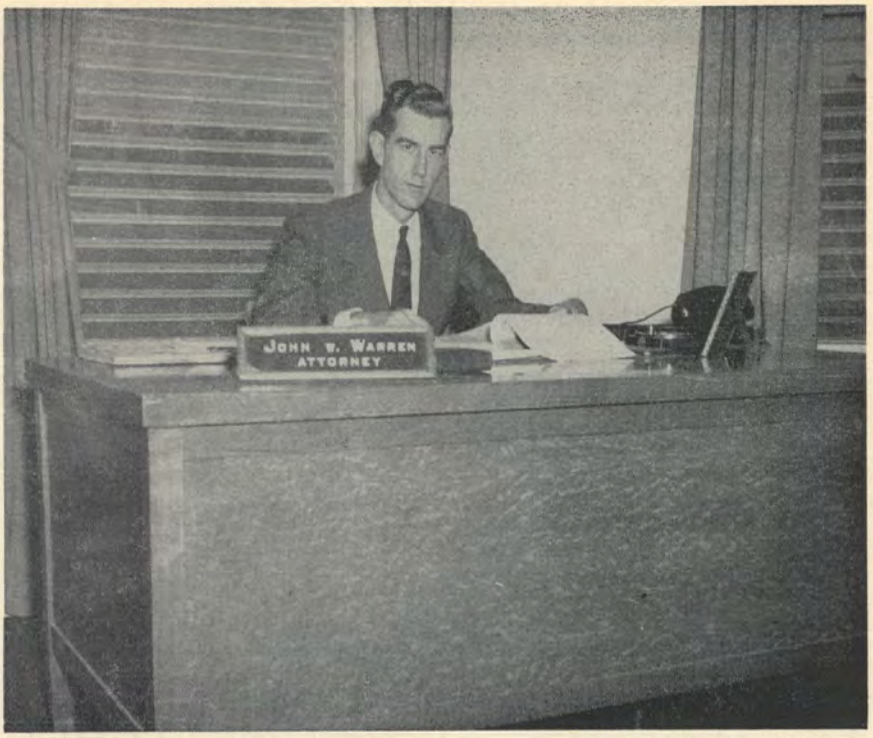


Photo by Cortright Studio

Bert Ingham Has Been With Company Nineteen Years

H. S. (Bert) Ingham, chief accountant for Albright's, has been with the company longer than any other employee.

He started to work with the firm 19 years ago after working at the Eastman National Bank. Prior to that, he worked for the Santa Fe railway.

Ingham is a very hard and conscientious worker, Roy C. Johnson, president, said.

Mr. and Mrs. Ingham, who live in their home at 505 North Main, have two sons who are married.

The sons are Herbert Laird and Mahlon Ingham. Herbert is employed with the Continental Oil Company at Ponca City, and Mahlon is in the Oklahoma Medical school at Oklahoma City.

Mrs. Ingham works in the county treasurer's office.

John W. Warren Is General Counsel and Guarantee Manager

John W. Warren, assistant secretary and general sounsel and manager of the title guarantee department at Albright's, was born on a ranch east of Arkansas City.

He was educated in Arkansas City grade and high schools. Warren also attended George Washington University and graduated from Washburn law school.

Warren spent 52 months in the navy, entering as yeoman third class and being discharged as a lieutenant, senior grade. He served in the communications branch of the navy.

After his discharge he returned to Arkansas City and joined the Dale and Hickman law firm there.

While there for two and half years, he was active in civic affairs. He was member of the Junior Chamber of Commerce and UNESC.

Photo by Cortright Studio

THE ALBRIGHT Title and Trust Company, which now occupies the complete building on the corner of Seventh and Main, has cast off its interior raiment, and is observing its half-century birthday in modernistic surroundings.

Albright's Will Hold Open House Friday Afternoon

Newkirk and Surrounding Area Citizens Invited To Tour Modern Building

Albright Title and Trust Company, going on their 50th year of business here, will hold an open house Friday whereby persons may see the newly-remodeled offices, Roy C. Johnson, president, has announced.

The firm, on the corner of Seventh and Main streets, will be open from 1 p.m. to 5 p.m. for inspection by Newkirk and surrounding area citizens, Johnson said.

"Albrights extend a warm invitation to citizens of Newkirk and the rural area to attend the open house," Johnson stated. "We want you to see our newly-remodeled offices."

Employees of the company will be on hand to conduct persons through the building in small groups. Each of the guides will be familiar with factual information concerning the company. They will be capable of intelligently informing going through the firm, he added.

Things of interest that will be pointed out include the accounting department, booking machine, and the telephone switchboard.

The method of keeping daily records in the title department will be pointed out along with new machinery.

Guests also will be taken through the upper floor where the legal and mortgage departments are housed. Then they will be escorted through the darkroom where photostat work is done.

A brief explanation will be given at the various stops of the type of equipment used, Johnson continued.

Finally they will be served light refreshments in the employees new lounge which is also on the second floor.

The recent construction converted the two-story building to exclusive use by the Albright company. Several professional offices were in the building.

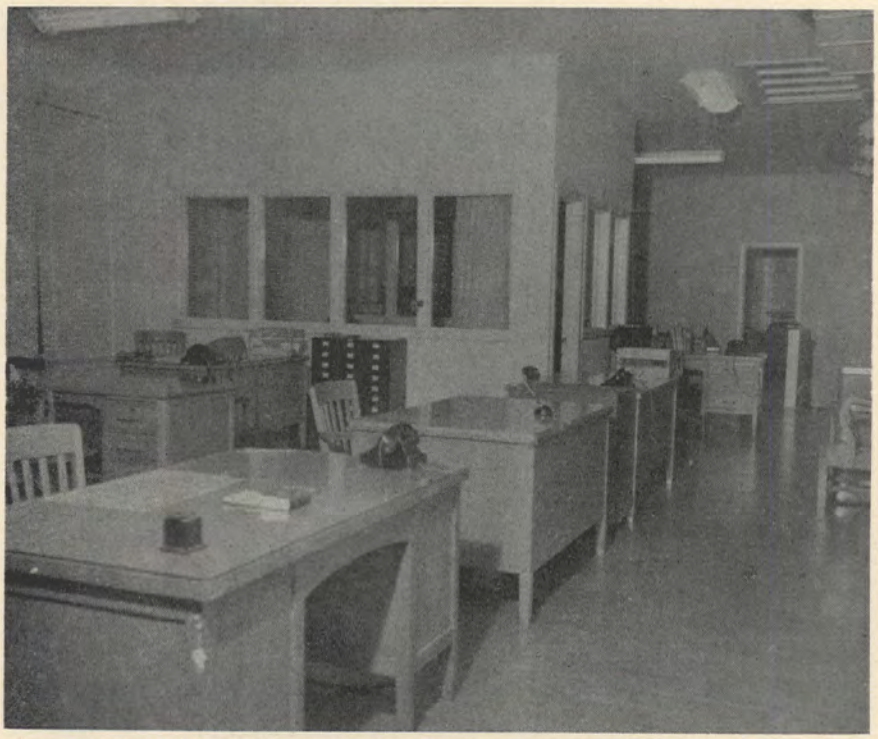
The entire mortgage department was moved to the second floor which houses the legal department, the file room, a darkroom and the employees lounge.

In altering the first floor of the building, the Seventh street sairway was moved to the rear of the building, and the west entrance to the second floor only through the inside of the building.

Changes in arrangement of the accounting department give an enlarged working space and a special glassed-in room where the accounting machine is located.

Johnson's office is now in the rear of the first floor. This change allows a large increase in the size of the abstract department. The insurance and finance department remain on the first floor.

The entire building is heated and cooled by a forced air system, and all rooms in the building have accoustical ceiling to minimize the sound in the offices.



THE MORTGAGE Loan Department which uses the above pictured facilities on the upper floor.

The mortgage loan department, which uses the above pictured desks and office, handles all kinds of loans. To the rear is John Dorchester's office. They handle home improvements, FHA title or home improvement loans. They also make auto and aircraft loans.

Title Records Are Filmed by Albright Staff

Microfilm and Photostat Equipment Makes Copies Of All Deeds, Mortgages

In the above photograph is Virginia Austin, employee of the Albright Title and Trust Company, shown making tiny microfilm records of the records affecting land titles filed in Kay county in the office of O. C. Billings, county clerk, since 1893 to the present time.

The microfilm record system was started here by Albright's in the fall of 1948, and by mid-December the filming of all previous filings was completed. Approximately 368,000 instruments of record were photographed.

To accomplish this Albright employees photographed the records contained in 576 volumes. Each book contained approximately 640 pages.

There are 160 volumes of miscellaneous records, 203 volumes of deed records and 213 volumes of mortgage records in the county clerk's office.

On microfilm the records are housed in a cabinet in the Albright building not more than three feet high, two feet wide and three feet deep.

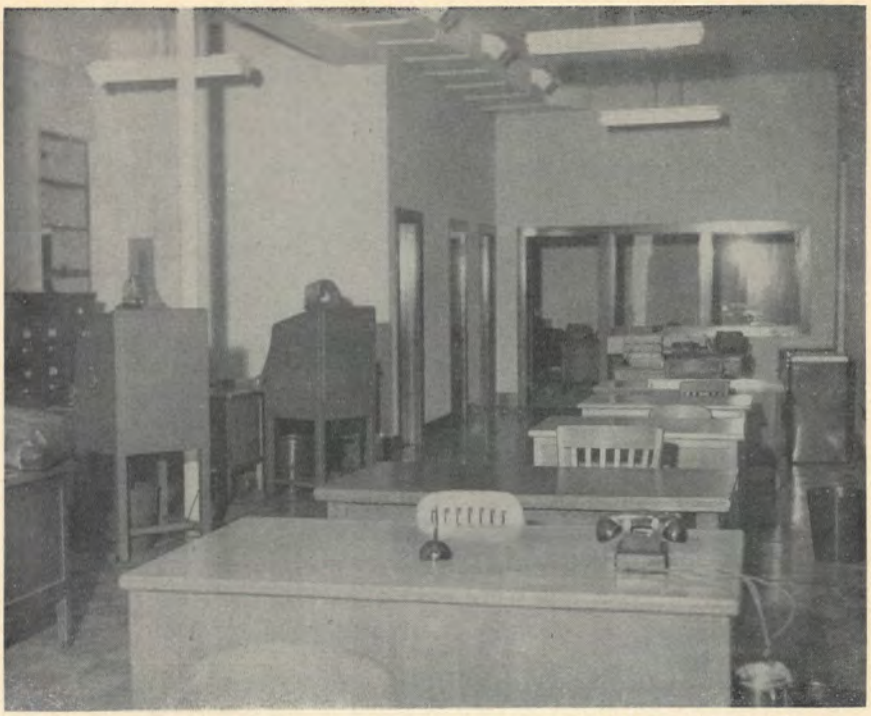


Photo by Cortright Studio

ON THE lower floor looking back is pictured the Abstract Department, headed by Zella Goodin. To the left is the record machines which enlarges films of records. Farther back, to the left, are the rest rooms. Jennie Hamand and Virginia Austin assist Miss Goodin in the Abstract Department.

To make the approximate 368,000 microfilm photos a total of 220 rolls of film were used. Each roll was 100 feet long.

Although the use of microfilm is not exactly new, its usage in title and trust work is comparatively recent. Only half a dozen or so counties in Oklahoma have microfilm records available.

The Albright company first became interested in photography as applied to title and trust work about five years ago, and began the installation as soon as possible after the end of the war.

Three chief reasons for the microfilm usage by Albright's is, first, and most important, the ever-present danger of disaster by fire or other causes to the records in the county courthouse.

Second, by having the records in the company office Albright employees do not have to make special trips to the courthouse to view the records, thus saving time and the trouble of going out into any kind of weather during the year.

Third, there are occasions when the title and trust company needs to check records at times when the courthouse is closed—after hours or on holidays.

The microfilming was not continued following the photographing of past records, and instruments filed after December, 1949, have been and are kept in the Albright office in photostat copies.

The company has their own photostat machine, which has been installed at the Cortright Studio here since January, and is being moved to new darkroom facilities in the remodeled Albright building.

Instead of taking a picture one inch by three-quarters of an inch, the photostat copy will reduce an 8½x14 inch original record to a sheet about 7x11 inches.

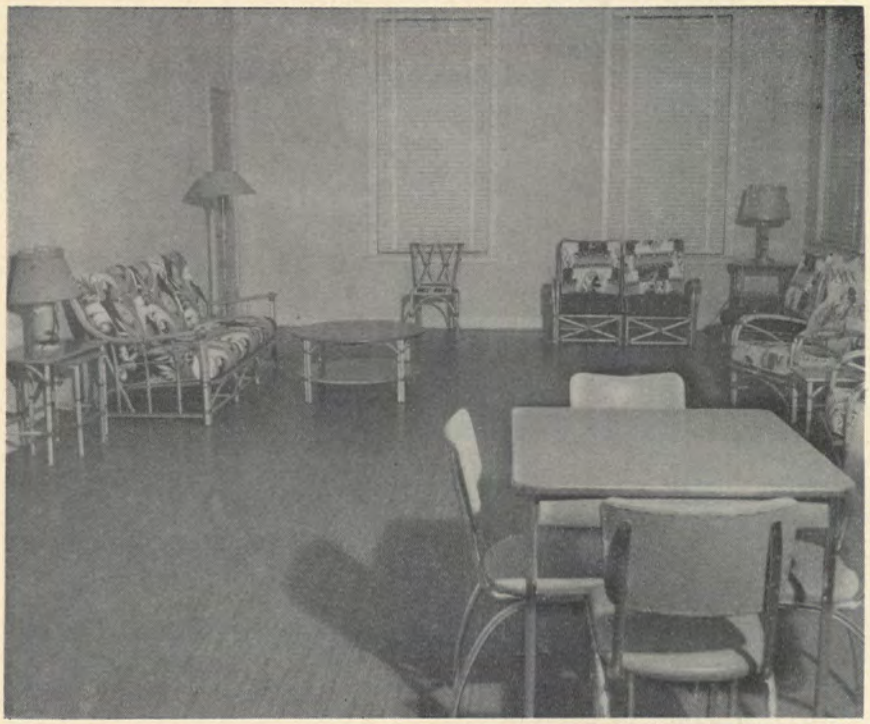


Photo by Cortright Studio

THE EMPLOYEES lounge pictured above will be used for company party and promotional work. Not included in the picture is a kitchen that adjoins the room. Persons attending the opening will be served light refreshments here.

In the above photo is Virginia Austin, employee of Albright Title and Trust Company, shown making tiny microfilm records of the records affecting land titles filed in Kay County recorder's office from 1893 to the present time. The camera may be seen at the top of photo directly over Miss Austin. Some of the many volumes of the official land title records may also be seen in the backround.

(Note: Article accompanying this picture on next page).

Albright Title and Trust Completes Job of Microfilming County Records

If you were one of the hundreds of persons to have visited the office of county clerk O. C. Billings in recent months and were somewhat puzzled and mystified to see young women working under a strange appearing contraption that looked like three broomsticks pointing ceilingward, like a photographer's tripod, with a box on top, you probably have wondered what in the world such a rig was for. You may further have wondered "who are the young women" and "what are they up to."

If you guessed the shafts of wood protruding skyward was actually a photographer's tripod you were on the right track, because that's just exactly what it was. And if you surmised the box on top was a camera you again were correct.

But the camera was not just an ordinary camera of the type you take snapshots on picnics. Nor was it even as simple an affair as the kind photographers use to perch the "birdie" on to amuse little Hortense.

The camera the girls were using was one adapted to take tiny photos actually one inch by three-quarters of an inch in size, of an object in reality 18x14 inches.

The girls, Virginia Austin and Thelma Jo Glidden, employees of Albright Title and Trust Company, were making these miniature pictures of every record affecting land titles to be recorded in the office of the county recorder since way back in 1893.

When they finished their chore on December 18, just a week before Christmas, they had photographed on microfilm approximately 368,000 instruments of record. They began the work in mid-September.

To accomplish their task, the girls photographed the records contained in 576 volumes. Each book contains about 640 pages.

There are 160 volumes of miscellaneous records, 203 volumes of deed records and 213 volumes of mortgage records in the county recorder's office.

In the photo accompanying this article one can plainly see in the background a portion of these bulky tomes of legal records. Actually the 576 books occupy a space, if they were all piled in one compact heap, about 10 feet long, 10 feet wide and 10 feet high.

On microfilm the records are housed in a cabinet in the Albright office, not more than three feet high, two feet wide and three feet deep.

To make the approximate 368,000 microfilm photos the girls used 220 rolls of film; each roll 100 feet long.

Although the use of microfilm is not "brand new," its usage in title and trust work is comparatively recent. Only a half dozen counties or so in Oklahoma can boast of such a record as can Albright Title and Trust Company here in Newkirk in Kay county. Four county seats in the state known to have such a record are Lawton, Cherokee, Guthrie and Stillwater.

It is believed that the number of records now in Albright's microfilm cabinet is greater than that of any other county in Oklahoma.

It is interesting to note why the Albright company decided to spend about $5,000 to purchase equipment necessary to take, develop and house the precious miniature photographs.

Albright president Roy C. Johnson, a graduate of the school of progressive young business executives, first became interested in photography as applied to title and trust work about five years ago.

He was bitten by the "camera bug" and true to the Johnson way of doing things with complete thoroughness, the idea was developed slowly, painstakingly in fact, until the company was ready to give the "green light" to such a program.

There are three big reasons the Albright chief gives for desiring to maintain a microfilm photo file of records affecting land titles.

First, and most important, is the ever-present danger of disaster by fire or other causes to the records as they are kept in the county courthouse.

Secord, by having the records in the company office, Albright employees do not have to make special trips to the courthouse to view the records. Oftentimes the trips are made in disagreeable weather, and besides, employees can best be supervised under the eyes of their superiors.

Third, there are days occasionally when the title and trust company has need of checking a deed or mortgage record only to find the courthouse closed because of a holiday. Frequently the Albright people need to know pertinent information ever after regular business hours.

Now that the company has completed its project to record all past records, the question arises what are they going to do about those of the future. The answer to that is they will not record the records of tomorrow on microfilm but, instead, will make photostatic copies of them.

This past week a Photostatic machine was delivered to them and as this is being written the machine is being installed. Albright employees are learning how to operate it.

Instead of taking a picture one inch by three-quarters of an inch, the photostat copy will reduce an 8½x14 inch original record to a sheet about 7x11 inches.

The microfilming, the photostating are just the beginning of a comprehensive program by the Albright company to have for themselves and their clients the most to be desired in title and trust records by means of photography.

Although future plans of the company remain hidden in the alert minds of the title and trust company's top executives, it is certain that even more amazing, even more magnificent accomplishments in the recording of legal records by photography will be achieved by the Newkirk abstracters in their golden jubilee year of 1949.—E. G.

Remodeling Done By Contractors From This Area

Leven and Kirkendall Are General Contractors For Remodeling Albright's

Frank Leven and E. M. Kirkendall were general contractors for the newly removedel Albright building.

Many other persons and firms in Newkirk and surrounding cities were contractors for the furnishings in the building.

Downings of Arkansas City furnished the sheet metal and installed the plumbing; P. K. Read of the Newkirk Electric Service installed the wiring; and J. R. Richards of Arkansas City was given the contract for painting.

Jim Smith, of the Ponca Electric Company at Ponca City, furnished the air conditioning equipment; A and A Paint and Wallpaper, Ponca City, laid the floor coverings; and Long-Bell Lumber Company furnished the materials.

The kitchen, which joins the employees' lounge, was furnished with a Frigidaire refrigerator and American stove by Houser Hardware, Newkirk.

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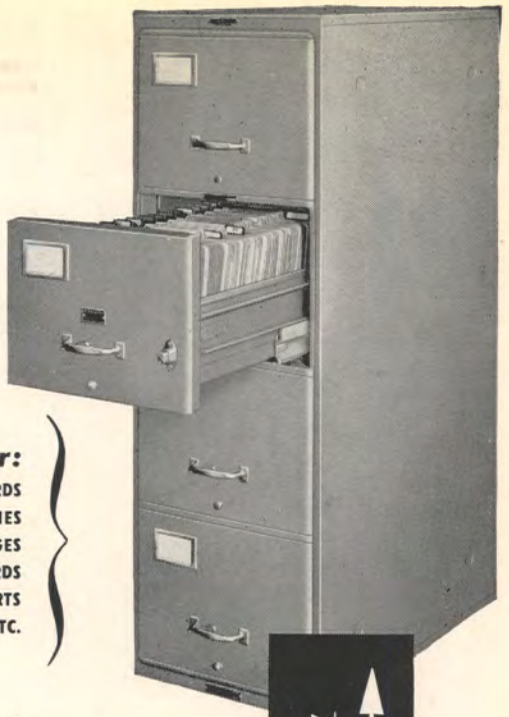

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