

TITLE NEWS

Official Publication

THE
AMERICAN TITLE ASSOCIATION



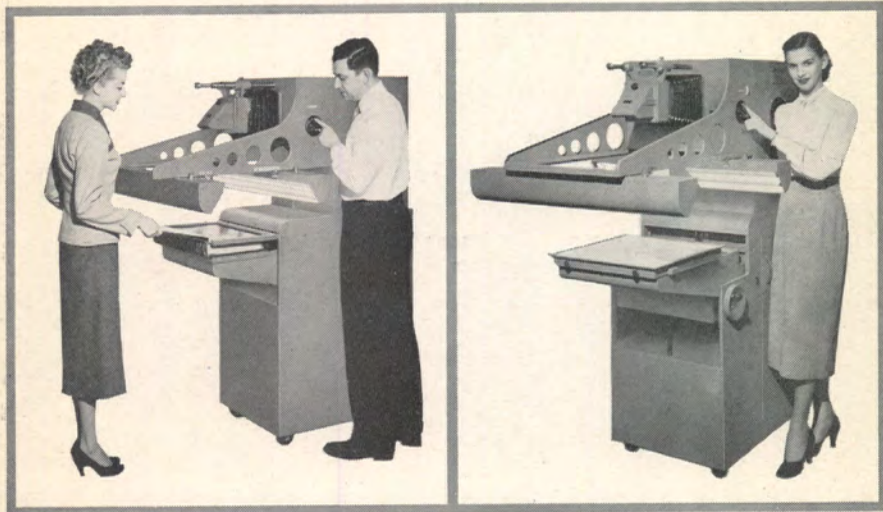
Volume XXXI

May, 1952

Number 4

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TITLE NEWS

Official Publication of

THE AMERICAN TITLE ASSOCIATION

3608 Guardian Building — Detroit 26, Michigan

Volume XXXI

May, 1952

Number 4

Abstracters Liability Insurance and Bond Coverage

A. F. SOUCHERAY

President, St. Paul Abstract and Title Guarantee Co., St. Paul

Basically, the abstracter's responsibility under the law to his client is no different from the legal responsibility of those engaged in any of the other skilled professions. Generally, an abstracter is held to that care which an ordinary, reasonable, prudent abstracter would exercise under the same and similar circumstances. Thus, he is liable to the person employing him if he negligently or carelessly omits from his abstract of title and statement any notice, judgment, mortgage, pending obligation, or other paper affecting the title, or if he incorrectly reports the quantity of land conveyed. The abstracter is not normally a guarantor of title, but contracts that he will faithfully and skillfully do the work which he contracts to do. Each contract with a client is determinative of the scope and extent of his examination.

The Saint Paul-Mercury Indemnity Company has now developed and is issuing an Abstracter's Liability Insurance Policy. In the promulgation of the policy phraseology the Saint Paul-Mercury Indemnity Company received welcome suggestions from abstracters throughout the nation, and the policy as now printed presents broad protection set out in clear understandable language.

Protection

The policy protects the Insured in his professional capacity as a title abstracter. It agrees to pay on be-

half of the Insured or his estate all sums which the Insured or his estate shall become obligated to pay by reason of the liability imposed upon by law for damages arising from any claim made against the Insured or his estate and caused by any negligent act, error, or omission not only of the Insured but of his predecessors in business and his employees past, present and future.

Defense

It further agrees to defend in the Insured's name all suits alleging such negligence, errors or omissions whether such suit be groundless, false or fraudulent. It provides for payment of premium on bonds to release attachments not in excess of the limits of liability, and premiums on appeal bonds required in any such defended suit, but without obligation to apply for or furnish such bonds. It further provides payment of costs taxes against the Insured in such suit, as well as other supplementary expenses, including reimbursement of the Insured for all reasonable expenses incurred at the company's request. These supplementary amounts incurred under the policy are in addition to the applicable limits of liability of the policy.

Errors and Omissions

The Abstracter's Liability Policy applies to claims, suits or any other actions arising during the policy period within the United States of

America resulting from the negligent acts, errors or omissions of the Insured or their predecessors or employees.

Limit of Liability

The limit of liability stated in the policy is an aggregate limit of the company's liability for all damages arising out of negligent acts, errors or omissions of the Insured occurring during the policy period. The inclusion of more than one Insured does not increase the limit of the company's liability.

Deductible

The coverage may be written subject to a deductible of \$100 per claim. It is the purpose of the insurance to safeguard the abstracter against a loss that will cripple his business financially. Many abstracters are not concerned with the small claim of less than \$100, as this will not impair his financial status—he wants protection where a loss can jeopardize his business future.

In view of this fact and by applying the Deductible to eliminate the nuisance claims the company is able to provide the necessary coverage at a reasonable rate.

If desired, higher Deductibles of \$500 or \$1,000 may be obtained for a substantial premium reduction to the Abstracter. Whether with small or large Deductible, it is essential that an abstracter protect himself against the catastrophe loss. That this indeed is needed is well recognized in the abstracting profession and is evidenced by a canvass of the abstracters themselves.

Prior to the issuance of this policy, the American Title Association made a survey of representative abstracting firms throughout the country, and of 407 firms contacted 228 carried Abstracter's Liability Insurance, or a percentage of 56%.

Exclusions

In all insurance contracts the broad insuring clause must be defined and qualified by certain restrictions. It may be well to briefly explain the general purpose of the exclusions embodied in this policy. Dishonest, fraudulent, criminal and malicious

acts and claims from libel, slander, and assault or battery have been excluded. This is an error and omissions policy predicated on negligence. The above acts are either willful or intentional by their very nature, and not within the scope of the purposes for which this policy was designed.

Tort Actions

The exclusion as to claims arising out of the ownership, maintenance and use of property, and to bodily injury, sickness or disease, or death of any person, or to injury to or destruction of any tangible property, are subjects of public liability insurance policies and refer to a premises hazard rather than professional services. Furthermore, claims of this nature are founded in tort while the basis of claims under this policy would be founded in contract.

This is in no way a curtailment of coverage but rather a definitive clause to emphasize the distinction between two different types of coverage. For example, if the office floor were slippery or in disrepair, without these exclusions an injury incurred by a client might be construed to be a negligent act in the course of the abstracter's professional capacity as an abstracter. The premises are essential to the conduct of the abstracting business.

Opinions on Title

The policy does not insure your opinions of title on real estate. This is to protect against negligence and carelessness, not faulty judgment.

Federal Securities Act

Finally, claims under the Federal Security Act of 1933 as amended are excluded. It is conceivable that this act, which calls for a full and fair disclosure of the character of securities sold, might be extended to include real estate transactions. Consequently, the liabilities imposed by the act might conceivably be invoked. The purpose of this policy is foreign to the intent of the act and so as to avoid any possible misunderstanding, any claim arising out of a possible violation of the act has been excluded.

The restrictions have been held to a minimum to insure complete protec-

tion for the hazards contemplated in the coverage.

Classifications of Claims

An examination of the claims presented to date under this policy fall generally into the following classifications:

1. Abstract was made of wrong property
2. Tax liens overlooked
3. Taxes certified as paid were not paid
4. Erroneous assessments
5. Mortgage overlooked
6. Mortgage unsatisfied though in one instance the abstracter had been advised verbally that it was going to be paid
7. Incorrect report of amount of land conveyed
8. Failure to set forth a right of way of easement

Continued Coverage Advisable

It might be well to emphasize at this point the period in which the negligent or careless act may occur to be covered under the policy. If a policy is in effect from June 1st, 1951,

to June 1st, 1952, it would provide coverage for the discovery of claims made during that period even though the negligent act, error or omission occurred many years in the past. However, acts occurring during the above period but not discovered until after June 1, 1952, the expiration of the policy period, would not be covered by the policy. Continued policy coverage is the only complete safeguard. This is similar to products liability insurance which covers all claims arising during the policy period even though the products were manufactured and placed on the market many years prior to the accident and claim.

The abstracter's liability policy is as essential to the continued operation and protection of the assets of an abstract firm as is their fire insurance and fidelity bond. In these years when it is difficult to acquire and retain competent experienced employees the Errors and Omissions Liability Policy is a "must" for the well managed abstract office.



ERRORS!!!

OMISSIONS!!!

YOUR WORRIES VANISH WITH OUR ABSTRACTERS' LIABILITY INSURANCE

Protect yourself from financial loss imposed by law against you for damages because of a negligent act, error or omission committed by you, your associate or employees while performing professional services for others. For this necessary protection call your Saint Paul Agent . . . today.

**SAINT PAUL-
MERCURY INDEMNITY COMPANY**

111 West Fifth Street, Saint Paul 2, Minnesota

INSURANCE COUNSELLORS TO BANKS

Title Insurance

The cases related in this department are taken from case histories in the records of Chicago Title and Trust Company to illustrate the basic protection of its Title Guarantee Policy—defense of the title at its own expense whether the claim is valid or not; and prompt payment in case of loss.

The Ghost of Insanity

Close to the turn of the century, in what is now called a post-partum reaction, a woman was adjudged insane. Within a year, however, she was released but did not go through the formality of having herself declared legally sane.

She lived a normal life, reared her family, and finally left her husband. She went to live with one of her children, her husband going to the home of another child. Simultaneously our patient bought and sold some vacant property at a profit, operated a store, and in general conducted herself as a thoroughly normal person. She also sold her interest in the family home to one of the children.

Subsequently, however, she reconsidered the sale and filed suit to have this particular deed set aside on ground that the court record showed her to be mentally incompetent at the time.

The Chicago Title and Trust title guarantee came into action. It was shown she had lived a normal life, exercised normal business judgment, and had been successful in her financial operations. She consented to a decree upholding title in the policy holder—and without any cost to the party guaranteed.

Declarations of Intent

Like King Lear, one aged gentleman found his youngest daughter was the one who took care of him in his declining years. Unlike Lear, he was able to show his gratitude effectively.

The situation began when our

gentleman deeded his home to the daughter. He was unable to write at that time, so another of his children guided his hand in signing the deed. In addition, the old man discussed his plans freely with friends and tenants so there was no doubt as to his intentions.

After his death, relatives appeared and sought to upset the deed on grounds that the signature was forged. The Supreme Court held that the old man adopted and ratified the deed regardless of how his name was written. The suit was defended by CT&T Co. in accordance with its policy undertaking.

Recipe for Trouble

A child prodigy, a gift, a stepmother, and a joint tenancy were the ingredients of one batch of title trouble.

The ingredients were mixed this way: A father had two children by his first wife, one of them the prodigy in music. After his first wife's death, he remarried, and placed his property in joint tenancy. Subsequently both he and his second wife deeded the property to the musical son in recognition of the fact that he, as a child, had given his parents all the earnings from his music.

The father died. The son sold the property shortly afterward. Then the stepmother sued to have the sale set aside. Her plea was that she had been induced by fraud to sign the deed giving the property to the musician—that she had been told the deed was some other type of paper.

Under terms of the Chicago Title and Trust title guarantee policy, the company defended the suit. Witnesses—one of whom still possessed the pen used in signing—testified to seeing her sign. They further testified that the nature of the papers was fully explained to her.

All deeds were held valid—and a gift made as a return on childhood genius was made good.

Law Division Reports Saving Policy-holders Worry Before They Knew They Had It

Peace and a title guarantee policy are almost synonyms in the modern day lexicon of home ownership.

Two cases, drawn from the files of the Law Division, show how this situation has come about. Both are curiously similar in their principal elements, and both are identical in the fact that the property holder knew nothing about what was happening until a CT&T man called and told him it was all over.

These are the cases:

Identical Names

In 1927 a Scandinavian bought a lot, then vacant, in a section of the community that looked promising, either for residential development or a speculative holding. Times were booming; the first shadows of the coming collapse were visible only to the initiated students of trends, figures, and charts; and the property was in a good area. What could go wrong?

Lots of things went wrong, as a large share of America can testify out of twisted mouths, and beginning in 1929, no taxes or special assessments were paid on the property. This was not unusual; rather it was coming to be quite the thing to do at that stage of affairs. The title then lay dormant nearly 20 years.

Then a quit claim deed was recorded on the property showing a transfer of title from the original owner to a younger woman. Application was duly made to CT&T for a policy, and the examiner's report showed title to be in the woman, subject, of course, to the delinquent taxes and assessments. We did not call for evidence that the two Scandinavians named in the respective documents were one and the same persons.

In due course, the new owner cleared back taxes and assessments, and two years ago sold the lot together with some adjoining property to a builder and his wife. We issued an owner's policy, and the builder began construction of residences

on the property. Roofs were up when CT&T was advised by a real estate office that it represented the Scandinavian who desired to sell his property. It appeared that someone of the same name had made the original conveyance. Pending our investigation, the real estate office agreed not to disturb possession.

Investigation disclosed the mixup, and that the original owner, far from selling the lot, had been living in the old country since the crash. Another person, of the same name but since dead, had given a quit claim deed. The original owner was able to produce his deed plus other evidence of title. We paid \$1,800 for a quit claim deed from him.

Then we notified the possessors of the worry—and loss—they had escaped.

Prior Conveyance

The second case is a little later in time, although similar in nature. The particular title in question was acquired in 1935 through a tax and foreclosure suit. Our report showed title to be in the name of a man who died in 1944 and whose estate had been probated.

The heirs were thereupon contacted, but said they had no knowledge of whether their uncle had owned the property in question. They were willing to quit-claim for \$500. It was done and the redemption was made.

The title apparently was clear and the redeмпtor, also a builder, proceeded to construct a residence on the property which in due course was finished and sold to a young couple with three children. We issued a \$18,100 owner's policy, and an \$11,200 mortgage policy.

Time passed, as it always does, and a gentleman came to our offices. He showed the original deed to the property, his own title guarantee policy, and added he had just learned of the construction on his property. He wanted something done about it.

Again investigation showed the truth of his claim beyond question. We thereupon purchased a deed from this man to the then present possessors. Then we called upon them to explain what had happened—and it was

their first knowledge of the matter.

So you can see why a title policy and peace are rapidly becoming synonyms.

Title Insurance

(Cases reported by N.Y. State Title Association)

Title Obtained by Fraud

Plaintiff sold certain real estate to defendant who gave her personal check as consideration for the deed. The check was returned for lack of funds and evidence shows the defendant grantee's intent to defraud the plaintiff. On the same day that plaintiff delivered the deed to the grantee, a bank accepted the grantee's request for a mortgage on said premises and credited her account with the funds which she subsequently withdrew. The bank had advanced funds in good faith upon the strength of the record title and without notice that the deed had been obtained by fraud. Since the fraud practiced upon plaintiff constituted statutory larceny by false representation rather than common-law larceny, a voidable but not void title passed to the grantee and the bank mortgage became a valid first lien on the property even as against the defrauded grantor. Creditors of the grantee filed liens against the property but as they had not parted with moneys in reliance on the record title, they were held to the general creditors and their rights were not superior to those of the grantor. Held that the deed should be cancelled of record, the property declared subject to the lien of the first mortgage but not subject to the liens of attachment creditors whose liens are cancelled of record so far as they constitute a lien against the premises. *Tompkins v. Rodenberger* 200 Misc. 915.

Marketability of Title

In an action for specific performance of a contract for the purchase of real property the defense claimed the seller had not tendered a marketable title. In 1882 John W. Cologue conveyed the parcel to the Kent Lake Club by deed which provided that no

hotel or business of buying and selling the usual articles of sale by a hotel or restaurant shall be carried on or on the premises and in case vendee or its successors violate this provision the property should revert to the vendor his heirs and assigns. In 1933 under authority of the supreme court the Club sold to one Cole subject to conditions contained in the Cologue deed. The court agreed with the Referee, that the club functioned long after Cologue's death so that its provisions never quickened into life and its potency was wiped out by the death of the grantor. The language used, however, may be construed as a condition subsequent with the right of reversion in the grantor and his heirs and the owner of the property might be subject at any time to an action by such heirs to enforce the right of reverter upon a breach of the condition. Even if the language were construed as a covenant, changed conditions might not free the owner from the prospect of having to defend an action in equity or law at some future date. "The improbability that facts may some time arise to call the possibility of reverter into actual being will not create marketability in a title where it does not otherwise exist." (249 N.Y. 106, 109). The title here may be fairly questioned and specific performance should be refused. *McAndrew v Lanphear*, App. Div. Fourth Dept. Mch. 12, 1952.

Damages Based on Failure to Disclose

Plaintiff purchased a one family dwelling in Connecticut in July, 1947 and two months later found evidence that the building was infested with termites which allegedly made necessary some repairs and replacements. Plaintiff claimed damages against the vendors estate on ground that the vendor was guilty of fraud in failing to disclose that the building was infested with termites. There was no evidence of inquiry by the purchaser or any express representation in regard to the subject made by the decedent or his agents. The contract of sale recited that the seller had made no representation upon which the buyer relied as to the con-

dition of the property except as thereafter set forth. The only practical way the damage could have been ascertained at the time the purchaser inspected the property was to enter

an area under the Kitchen floor which was not easily accessible. Plaintiff's claim denied. In re Charles J. Campbell, dec'd. N.Y.L.J. 2-15-52, 643, c.i.f.

Will You Insure?

McCUNE GILL

President, Title Insurance Corporation of St. Louis

One of the most interesting phases of the business of insuring titles to real estate is the answering of questions as to whether the Title Company will insure in unusual situations. It should be of interest to set forth some of the questions recently asked and the answers given.

Inasmuch as the questions and answers are necessarily general in nature, it is recommended that when any similar situation arises, consultation should be had and a solution worked out as to the specific problem involved particularly as to what requirements should be complied with before the issuance of title insurance.

Mechanics' Liens

Will you insure the mortgage against mechanics' liens during construction of several houses where a joint sewer must be built to serve the houses? Yes, we will insure if all of the houses are insured and the aggregate of loans is large enough to build the sewer and the houses. Firm bids must be obtained from responsible subcontractors and material companies covering the construction of houses and sewers. The sale price of the houses must not be quoted until after the completion of the houses so as to ascertain the final cost.

Will

Will you insure title coming through a will giving a one dollar legacy to one child because she married without the consent of the testatrix and devising the residue of the estate to trustees for the other children for twenty years (which trust has expired), then to be distributed to "my surviving children and descendants." Yes, we will insure if deeds are obtained from all children

and descendants and from the child who was the legatee, because she might claim that she is included among the class "children."

Encroachments

Will you insure a lending institution against loss or damage arising from the fact that a business building on which it is taking a mortgage encroached some three inches over the adjoining lot? Yes, we will insure if the building has been in existence more than ten years thus giving the building owner adverse possession to the extent of the encroachment. We will also insure if the encroachment is slight and is of a minor part of the building such as a cornice or porch even before ten years.

Lack of Administration

Will you insure where a bachelor has died owning a small house and leaving eight nephews and nieces as his heirs? After administration on his estate had been finished several years ago one of the nephews died leaving considerable money but no real estate other than his small interest in the house. No administration was had on the nephew's estate. Yes, we will insure if all of the nephews and nieces and the heirs of the deceased nephew convey and an affidavit is obtained showing that all of the deceased nephew's debts have been paid including funeral expenses and inheritance taxes. Administration will be waived because of the small value of the interest.

Administration

Will you insure title derived through a deed from the heirs of an intestate decedent during the pendency of the Probate Administra-

tion of the estate? Yes, we will insure if the sale price is deposited with us, the title policy to be in the amount of cash deposited. Such cash will be paid to the heirs after final settlement of the estate, less any amount used to pay claims.

Reversionary Clause

Will you insure a lender against loss or damage due to the possible exercise of a reversionary clause in deed restrictions? Yes, we will insure if the restrictions have not already been violated and there is little chance of a violation in the future. But we will insure against liquor or racial restriction reversions only in special instances.

Deed of Trust

Will you insure against a deed of trust that cannot now be paid because it will not be due for several months? Yes, we will insure if ample funds are left with us to pay principal and interest on the due date.

Husband and Wife

Will you insure title through a direct deed from husband to wife, where the title was in both husband and wife? Yes, we will insure if we are convinced that the deed was based on a consideration or was an unconditional gift.

Remainders

Will you insure where the property has been given by will to a son for life with remainders to his heirs? Yes, we will insure if a suit is brought by the son against his heirs individually and as representatives of the future class and a decree is obtained ordering a sale with reinvestment of the funds of the remaindermen.

Tax Lien

Will you insure title through a deed by husband and wife of real estate held by both as tenants by the entirety where the government has a tax lien against the husband alone? Yes, we will insure because the United States is bound by the State Law as to property, which law in Missouri is that no lien can be obtained against one tenant by the en-

tirety during the marriage that will affect property sold by both.

Right of Way

Will you insure the title to an abandoned street car right of way? Yes, we will insure if the street car company had only an easement and has recorded a formal abandonment of its easement. Also deeds must be obtained from the reversioners, who may be the present owners on both sides, or one side, depending on whose land was taken for the right of way.

Administration Sale

Will you insure title derived through a sale for reinvestment under order of the Probate Court of real estate conveyed to the administrator of a wealthy estate in lieu of foreclosing a deed of trust held by the decedent? Yes, we will insure because of the principle of equitable conversion, the real estate being considered to be personal property. This relieves the property from possible claims against the estate and makes an immediate sale possible even though no claims have been filed or all have been paid.

Aliens

Will you insure title to property owned by a man who came here many years ago but who was never naturalized? Yes, we will insure (even though the State and Federal laws as to aliens are quite severe) if it appears that the man has lived here continuously and has never been engaged in any subversive activities. This is because there has never been any inclination of the State or Federal governments to exercise their legal rights of forfeiture in such cases.

Unincorporated Association

Will you insure title to be conveyed by an unincorporated church association? Yes, we will insure if a meeting of all of the members of the church is held pursuant to notice and a resolution is passed unanimously authorizing a sale or mortgage, together with a resolution of the governing board of the church and appointing the pastor or trustees to execute the deed or mortgage.

Straw Man

Will you insure the validity of a deed or mortgage executed by a straw man who holds title? Yes, we will insure if it is shown who really owns the property and he and his wife give written authority to the straw man to execute the deed or mortgage.

Power of Attorney

Will you insure the validity of a deed or mortgage executed by an attorney in fact? Yes, we will insure if a power of attorney signed and acknowledged by the owner and his wife is recorded containing ample powers and it is shown that the principals are still living and have not revoked the power of attorney.

Acknowledgment

Will you insure title through a deed executed in another state and using the other state's form of acknowledgment? Yes, we will insure if the acknowledgment contains the elements of the Missouri form namely that the grantor personally appeared before the notary, was known to him and acknowledged that he executed the deed, this being a substantial compliance with Missouri requirements.

Assignee of Mortgage

Will you insure an assignee of a mortgage who buys it several years after its date? Yes, we will insure if each assignment is shown and an estoppel letter is obtained from the owner of the property showing that the mortgage is still in effect in the amount stated and showing all payments.

Perpetuities

Will you insure title coming through a trustee under a decedent's will or conveyance having power to sell even though the trust might be construed as void because it violates the Rule Against Perpetuities? Yes, we will insure if a deed is obtained from the trustee and from all of the heirs of the testator or trustor who would take by descent if the will or trust were held to be void. This is usually not difficult to obtain as the heirs are usually the life beneficiaries of the devise or trust.

Release by Trustee

Will you insure the validity of a release of a bond issue deed of trust by the trustee? Yes, we will insure if the deed of trust and bonds authorize such a release and amounts are deposited with us or a responsible bank or trust company to pay unpaid bonds.

Tax Title

Will you insure a tax title? Yes, if it originated many years ago and was followed by possession by the tax title purchaser. If the tax title originated recently under a Collector's deed pursuant to the Jones Munger tax law it will be necessary either that the tax title owner obtain a deed from the former owner and a release of deeds of trust and other encumbrances or that a suit to quiet title be brought against them and a decree confirming the tax title be obtained. This will be subject to any right of appeal, also the right of review if service of process was not personal service. If the tax title originated under the judicial sale tax law and all owners and wives and holders of encumbrances are served with process and the court approves the sheriff's deed after the waiting period and appraisal, the title will be insured subject to right of appeal, also subject to right of review if service was by publication.

Rents

Will you insure the title to rents when separated from the fee title and the leasehold title? Yes, we will insure subject to any incumbrances on the fee title prior to the lease or on the leasehold title or on the rents as a separate estate and the subject to any future default in payment of the rents.

Deed in Lieu of Foreclosure

Will you insure title through a deed taken by the mortgagee in lieu of foreclosure? Yes, we will insure if no right to redeem exists either by deed or verbally and subject to any junior encumbrances.

Homestead Rights

Will you insure against the homestead rights of minor children? Yes, we will insure if deeds are obtained

from the widow and adult heirs and a deed from the guardian of the minor heirs under order of the Probate Court conveying the fee and homestead interests of the minors based on petition and appraisal of such interests and approval by the Court.

Restrictions

Will you insure a lender against loss because of a future damage suit against the lender if the mortgagor should later sell the property to a colored person in violation of restrictions? Yes, we will insure because the owner and not the lender is liable for damages in such a case provided the lender does not consent to the sale.

Powers

Will you insure title through the exercise of a power of sale by a life tenant to one of several remaindermen? Yes, we will insure if the sale is for cash in an amount equal to the fair value of the property.

Implied Power

Will you insure under a will devising residue of estate for purpose of buying a painting to be placed in an Art Museum? Yes, if deed is obtained from executor (under implied power to sell to obtain money to buy painting), and from the Art Museum to show consent.

Unrecorded Trust Instrument

Will you insure title from a trustee if the interested persons do not wish to disclose all the trust provisions by recording? Yes, we will insure if a copy of the trust indenture is left with us and it gives the trustee ample power of sale and shows that the trust has not expired.

Vague Easement

Will you insure if there is an easement to a water company that is vague as to where the water pipes are to be located? Yes, if it is shown that the pipes were located in the street or in another lot.

Partnership

Will you insure through a deed to Jones and Smith a partnership. Yes, we will insure if there are no outside interests shown in the partnership agreement and a deed is obtained

from both partners and their wives, because the equitable title passed to them even though their full names were not used.

Old Life Estate

Will you insure title to a small house if a life tenant disappeared years ago and would be very old if living. Yes, if deed is obtained from all remaindermen.

Vague Description

Will you insure where title is derived through a deed giving the lot number but which is vague as to which of two subdivisions of similar name are meant? Yes, we will insure if the grantor owned a lot of that number in one subdivision but not in the other subdivision.

Date of Deed of Trust

Will you insure the validity of a deed of trust dated acknowledged and recorded before the date of a deed conveying the property to the mortgagor? Yes, we will insure if we are certain that there are no intervening liens or interests, because the deed of trust is valid by inurement.

Will Construction

Will you insure a certain construction of a will without a suit to construe? Yes, we will insure if the probability of another construction is not too great.

Foreign Corporation

Will you insure title through a corporation of another state not licensed to do business in Missouri? Yes, we will insure if it is shown to be an isolated transaction and that the corporation is not conducting a general business in Missouri.

Ancient Defects

Will you insure against defects of title over 50 years ago? Yes, we will insure if possession has been continuous in the present owner or his predecessors and there is no life estate or incompetency that would prevent the statute of limitations from running.

Deed of Trust Limitation

Will you insure title through a recent foreclosure of a deed of trust due 15 years ago where the holder

of the deed of trust has been in possession of the property and has paid taxes for 15 years? Yes, we will insure because the statute of limitation does not run while a mortgagee is in possession.

Purchase and Lease

Will you insure the title derived through a sale to an insurance company of another state which leases

to the former owner? Yes, we will insure if it is shown that the insurance company has authority under its charter and local laws to purchase and has complied with the Missouri law which is that the building must be new construction and the investment not over five per cent of the company's assets and the consent of the Missouri Superintendent of Insurance must be obtained.

Abstracts of Title Rates and Charges

J. I. MILLER

President, Montgomery County Abstract Co., Independence, Kansas

In order to qualify as an "expert" on this subject I needed a lot of help. I sent out 160 questionnaires to Kansas abstracters and received over 100 replies. This shows that they are interested in prices anyway. These replies contained a lot of information and I now know a lot more about the subject than before.

By my questionnaire, I have tried to present a picture of what the Kansas Abstracters are thinking about as to prices. Perhaps the thinking of the Kansas abstracters is typical of their thinking in other states.

This questionnaire discloses that eight Kansas abstracters are still charging 75c per entry and \$3.00 for a general certificate. Two of this group, both from the same county, state that the public thinks that their prices are too high. Now that we know what their hobby is, I am wondering how they make a living. Sixty-six charge \$1.00 per entry; 22 charge \$1.25, and 5 charge \$1.50. As to certificate charges, 7 charge \$3.00; 34 charge \$5.00; 35 charge \$7.50; 28 charge other prices, up to \$10.00, in the larger counties.

Valuation Charge

As to a "valuation charge", 89 abstracters do not make such a charge; 10 in our state do make this charge; 3 charge 1/5 of 1% up to \$15.00; 3 charge 1/10 of 1% up to \$30.00; other make various charges, 2 of which are

\$1.00 per \$1000 up to \$15.00. In answer to my question: "Do you make a valuation charge?" One reply stated that he had never had a call for one. My county has had 1/10th of 1% up to \$30.00 in effect since 1947. A few complaints but very few. Other counties making this charge report almost no complaints. This charge is easily explained by stating to the customer that we had to have more money to operate, and the valuation charge is simply a raise in price, based on ability to pay and our liability under our certificate. One complaint in our county came from a Co-op; they are not used to paying anything anyway. Another came from an ex-lawyer, whose wife inherited a valuable property; everything should be free. Perhaps, if we would lower our maximum charge from \$30.00 we would eliminate all complaints.

Time Charge

No abstracter that I know of in Kansas makes the "time charge", that is: a charge based upon the length of time covered by the certificate. For their time put in for various searches, they charge all the way from \$2.00 to \$5.00 per hour. (The H.O.L.C. used to allow us 50c per hour, so we must be progressing.)

Revisions

Sixty-eight abstracters raised their

prices before Jan. 27, 1951. One reported that he opened his office in 1930 and hasn't raised since. 52 raised 25c per entry; 7 raised 50c; 16 raised \$1.00 on their certificate; 20 raised \$2.00; 5 raised \$2.50; 12 raised other amounts.

The Cheap Lot

Sixty-six reported that they make no reduction in their price for an abstract on the "cheap lot"; 19 reported that they do make a reduction; and 13 make a reduction rarely. In our county, if a property is assessed at less than \$200, we automatically deduct 25% from the regular price. There are hundreds of "cheap lots" in our county and we think that this makes us money in that we get these orders, and it is also an excellent talking point for adding the valuation charge when the property is assessed for more than \$200.

Sixty-six reported that their raise in prices produced excellent results in producing income, and helped materially in taking care of increased costs. Seven reported that their raise did not make much difference, business fell off and the H.C. of L. ate it up.

Customer Reaction

As to customer reaction to their raise in prices, 84 reported good, no complaints, etc., while 9 reported that their customers think they are charging too much. Incidentally, most of the "too high" reports came from counties where the rates are the lowest. All of which seems to indicate that the less you charge, the less you are appreciated and the less the public values your services. One abstractor writes: "If the abstracters will strive for better public relations, and will take the public in to our confidence, explaining why certain raises should be made, we can through understanding, usually receive a favorable reaction from them towards our problems." Amen to that. I think we will all agree that we want to make our charges as low as we can and still make a reasonable profit and perhaps lay something up for that rainy day that always comes in our business.

Methods

One of the questions was: "In case

you raise your rates, what method do you think you would use?" 50 reported that they would raise their rate per entry (most of these are now low); 6 reported that they would not raise per entry (most of them are now as high as anyone in the state). 51 reported that they would raise the price of their certificates (most of them should); 9 reported that they would not raise the certificates (they are mostly above the average now). 24 reported that they would make a valuation charge, and 25 reported that they would not make this charge. One abstractor, who is now making this charge, writes: "I think the valuation charge is the most logical method to be used for increase in income, because it puts the increase on the more valuable property owners, and that is where the abstractor assumes the most responsibility when signing a certificate." Another writes: "I know I'm stepping on your toes," (my toes, that is, for I have been harping on this for the last 10 years or more), "but I don't believe in the valuation charge. The amount of the charge is not enough to really help and the customer reaction—in this part of the country—would be too bitter." Different opinions is what makes different prices and make life more interesting.

Two or three abstractors suggested that they could not raise prices on account of competitors and surrounding counties, and that the State Abstractor's Board ought to set prices. They must want our State Abstractor's Law repealed; that would be the quickest way to get it repealed that I can think of.

About the best thing that we can do is to include in our prayers the thought that some day OPS and all similar A.B.C.'s, will get out of the American picture and we may be left to attend to our own business and make a living or go busted as our abilities and public relations may determine.

I have tried to give you a picture of what the Kansas abstractors are thinking about prices. I was interested to find out myself.

Public Relations

What Do Your Customers Think of You?

STEWART J. ROBERTSON

Chairman, Public Relations Committee, Oklahoma Title Association; Mgr. Abstract Department, American-First Trust Co., Oklahoma City

Selling Service

Everyone in this room is in exactly the same boat in one respect. Our profits come not from selling groceries, cars, clothing, homes or any other line of consumer goods. What we have to sell is one thing—SERVICE—and if your customer doesn't like the kind of service he is getting, he can and probably will go right across the street to your competitor. If there is no competitor, then your disgruntled customer will probably give the abstracting profession in general a good kick in the pants with remarks about "monopolies". There is probably no better way to invite competition to move in with you—and don't think it can't—if the Court House hasn't burned down—than to fail to give a good measure of the product you sell—SERVICE!

I will make no attempt to tell you what you are doing right or wrong. That has already been done—by YOUR CUSTOMERS.

We Test It Out

To begin with, between 350 and 400 letters mailed to a selected list of (1) examining attorneys; (2) insurance companies; (3) oil companies; (4) realtors; and (5) all Savings and Loan Associations. It was interesting and gratifying to learn how many of these people welcomed the opportunity to give helpful suggestions and criticisms to the members of our association when they replied to this letter.

"As a member of the Oklahoma Title Association, we are particularly anxious to know if the services of the abstracter, and the abstract in the form it reaches you, are sufficient in all respects for your needs."

"In an effort to raise the standard of abstracting to as high a degree as possible, this letter is being

sent to a selected list of attorneys, oil companies, loan agencies, realtors and life insurance companies. At the annual convention of the association, soon to be held, I desire to submit to the membership a report of this investigation dealing with your frank expression and criticism of the methods and form of abstracting, accuracy, neatness, form of certificate used, willingness on the part of abstracters to accept liability for errors, and service you encounter. Also, I will most gladly welcome any suggestions for the general improvement of abstracting which may occur to you."

"While the general source of the information will be disclosed, the individual names of those assisting in preparing what is hoped will be an interesting and useful report, will not be divulged."

Responses

All told, a total of 136 replies were received to this letter. These replies are broken down into the following classifications:

Attorneys	74
Savings and Loan Associations.....	16
Insurance Companies.....	14
including the Federal Land Bank	
Realtors	16
Oil Companies	11
TOTAL	136

Resolving further now and more to a case basis, let's turn to Congressional District No. 1 where a total of 22 letters were received and from which the following interesting comment has been taken. (We have not included any letters from either insurance or oil companies as there will be a general comment to follow from these two sources.)

Congressional District No. 1

One of the first letters received advocated the following. "The belief of the average customer of an ab-

stracter, when he buys an abstract, or is furnished with one, is that the entire abstract is guaranteed to be correct and often this is not the case." This observation keys into one phase of the Public Relations Program adopted by the committee. That it should be the duty of an abstracter to inform his clients and customers that merely having an abstract does not assure him of having a good title. There is much ignorance on the part of the general public as you all well know in this respect.

An attorney in this district complains of the abstracter giving a complete tax history for every year covering the property abstracted. He states, "I always hesitate to go through this whole maze of tax matter." He goes on to suggest that the showing be, "the taxes have NOT been paid on certain tracts for certain years. That taxes HAVE been paid for all other years." This letter, I believe, is the only one where the writer complained about too much tax information. There will be plenty said about too little information on taxes before long.

Another attorney in the Northeastern part of the State patted his own abstracter on the back, but substituted a knife when speaking of three adjoining counties. As stated in his words: "I think the abstract service in county is good. I think the abstracts are satisfactory. All errors are underlined if they appear of record. The compilation is good and service is good."

"..... county abstracting is not very good; they would not know what to put in and what to leave out; they are too lengthy and too expensive and not too well compiled."

Of course and counties are rotten, inaccurate and everything else."

Another attorney strikes a familiar chord found in **many** of the letters. The suggestion he makes is that all abstracts be recertified if the abstracters certificate is more than five years old.

From an Attorney

This observation comes from still another attorney. "I am wondering

if the abstracters association in conjunction with the Bar Association could not reach some kind of agreement to eliminate the superfluous matters in abstracts. For instance, if a party has been served with summons and the latter enters his general appearance by pleading, why insert the summons?" After sighting similar examples of the above he sums up by saying, "in other words, I believe the size of abstracts could be greatly reduced by the elimination of immaterial matters." There is merit to this suggestion, yet the problem is more complex. What is "immaterial" to one attorney, is a showing that might be wanted by the next examining attorney.

Special Assessments

Plenty of letters following the pattern set by another attorney request for unmaturred installments of special assessments. He wants them shown in the abstract **and** the abstracter's certificate amended to cover such assessments as are on record in the city clerk's office. The Savings and Loan Associations were practically 100% in favor of this showing.

Another prominent attorney complains of Final Decrees being shown in the abstract twice; once when filed in the court case; and again when the Final Decree is filed in the County Clerk's Office. He observes the filing data in the County Clerk's office should be shown on the Final Decree as taken from the Probate.

Delinquent Taxes

MORE SERVICE is called for by a Savings and Loan Association who suggests that when delinquent taxes appear in the Final Certificate, the abstracter obtain a tax statement from the County Treasurer showing the amount of penalty required to pay the taxes and attach that statement to the abstract all of which would save this company a lot of trouble and telephone calls.

Page of Continuations

In one letter, criticism comes from an attorney who states, "the greatest objection I have to some of the abstracts I receive is that in mak-

ing continuations of the abstracts, one of our abstracters starts numbering the pages again from (1) on each continuation, and as a result of this numbering, it is often difficult to properly refer to certain instruments in the abstract. In other words, in order to properly identify the instrument, it is necessary to thumb through the abstract and refer to a certain mortgage at Page 5 of a certain continuation of the abstract."

Slow Service

One of the largest Savings and Loan Associations in the Northeastern country contributes as their principal criticism, "that some of the abstracters seem to be a little slow in completing the job. This matter of service is sometimes annoying, but we believe time will take care of even that inconvenience." We wonder just what that statement infers. It might have an ominous ring—some hand-writing on the wall?

Federal Search

Another firm of attorneys think it would be very helpful if all counties would include a federal certificate as to Federal Court proceedings that might affect the property involved. On the matter of taxes, they make the following suggestion. "Always some of the counties fail to certify as to Personal taxes. (And), I should like always for every abstract to have a final certificate covering all taxes for all years instead of merely a certificate subsequent to the last previous certification, as is always a uniform practice now unless it is specifically requested.

Here is the shortest reply received from this district—and very much to the point. "Only costs too much."

Congressional District No. 2

While a relatively small number of the total letters received brought up the question of prices charged, yet it was apparent the majority of letters of price nature originated in the Eastern part of the state where land prices generally are lower. An attorney in this district devotes his letter entirely to abstracting charges, which he thinks too high in his county—(\$1.50) per instrument. He points

out, "These charges are entirely too high, for the traffic to stand, and are far in excess of the legal charges permitted under the Oklahoma Statute." He concludes with the statement that, "this condition is causing a great deal of dissatisfaction and causing many real estate transactions to be closed without benefit of abstracter's certificates."

Uniform Certificate

Another attorney in another county writes a full two page letter with some very good suggestions. His opening remark concerns the uniform certificate; that "it states inter alia 'that there are no taxes assessed against said real estate.' In the interest of accuracy, I think that the underscored word should be 'Levied.' I have always understood that the property is 'assessed' and the taxes 'levied.'" Next, this attorney brings up Title 1 Section 7,—the statutory charge for abstracting and carries it right on through to recertification charges, which, he states, is not covered by statute and it is a difficult matter to make a suggestion dealing with the subject. This writer would also like to see, among other things; (1) the abstracter assume liability for errors after the statute of limitations has run; (2) the legislature outlaw taxes after a certain number of years; and (3) abstracter's charge reasonable fees, not "what the traffic will stand."

Detailed Tax Information

Another writer suggests tax information be set forth in a little more detail. Particularly in the case of an extension or supplement, he wants to know what years taxes have been paid. For example, the abstracter should state, "1925 to 1948, both inclusive, taxes paid." This attorney also prefers the longer 8½x14 inch sheet to the 8½x11 inch letter size.

Another attorney thinks for one thing abstracters should abstract court proceedings and for another that unmaturing installments of special assessments in the city clerk's office should be shown and certified to.

Two more attorneys take exception

to prices charged and one concludes it is a matter "which I believe as time goes on, it will be necessary for the abstractors to solve for the benefit of their own business."

Membership Requirement

As we get ready to leave District No. 2, a letter from a Building and Loan Association suggests the standards of abstracting could possibly be raised if "the requirements to become a member of the association were more stringent."

Congressional District No. 3

From down southeast a writer asks for a ribbon to be put through the abstract and the ends sealed to insure against changes.

Again we hear complaint of too little or incomplete tax information and along with this, another complaint from several attorneys as to improper compiling. Court cases, it seems, are "shuffled like a deck of cards", rather than being placed in proper or chronological order.

A well known law firm in this district writes regarding recertification that, "the adoption by the Oklahoma Title Association should be that they (abstractors) should automatically recertify the abstract if the certificates are over five years old unless specifically requested not to so certify." This firm also suggests where Indian land is involved, the abstractor be able to furnish certified or photostat copies of the receipt or final payment on the land. This information is needed to determine when the land is taxable.

Congressional District No. 4

To go into the requests from this district for more tax information and recertification would be needless repetition, which will forego.

More Plats

One attorney writes for more plats. He thinks every abstract should contain two plats. One of the County, and the other of the section or sections in which the property is located. Relative to city property, he states, "it is sometimes a complicated job to decide even the quarter section from which the city lot was platted. He

also wants abstracts numbered consecutively when an abstract is extended, and not start with page 1 again.

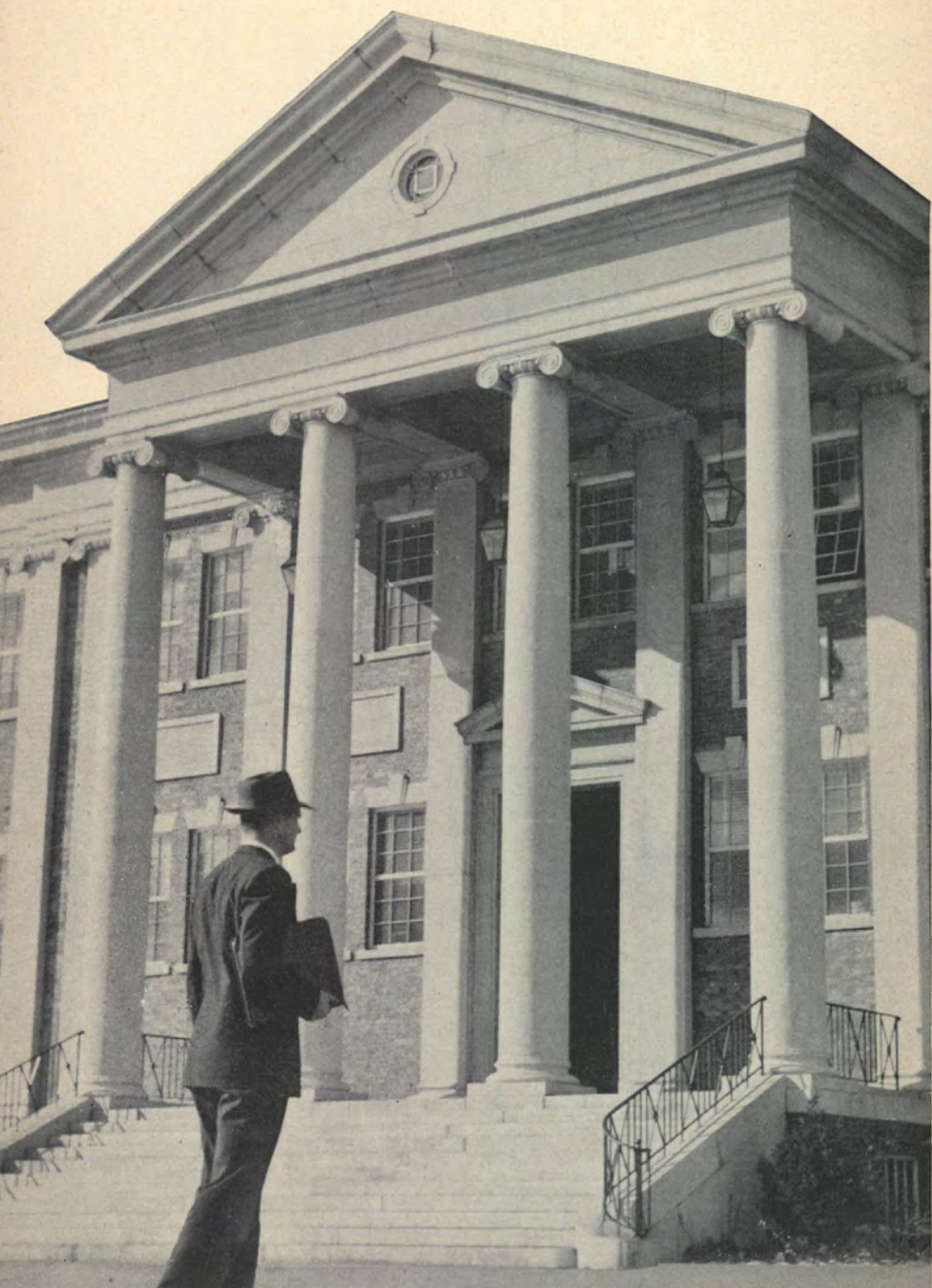
Another writer states his abstractors are good, but "they do neglect to state when last executions were issued on judgments and they show little or nothing in support of tax deeds."

Three Savings and Loan Associations register complaints on prices in District No. 4 and all three of these associations are in different counties. What they desire is more uniformity in prices; try to get an instrument on one page, rather than carry the acknowledgment over to another page and charge for it; and do not charge for recertifying ones own work. The President of one of these companies sums up his complaint thusly: "However, the hike in the cost of abstracting by making a page out of a jurat to an instrument when both could be run on one page, in addition to raising the price of their work, is not well received and sooner or later will bring about title guaranty policies, which as you know, is a filing space saver and also offers a continuous guarantee of the title. Abstractors, like doctors, had better be careful to do the things that will preserve their business rather than harm or destroy it."

Congressional District No. 5

One firm of prominent attorneys in this district certainly bears down on the details of the showing of special assessments as witnessed by this paragraph of their letter. "We like for the abstract to show the condition of the records in the office of the City Clerk as well as the County Treasurer. Date of payment of assessments should be shown as well as whether said payment was made in cash or was attempted to be made by the surrender of bonds. Also whether said payment included the principal of the installment and also all of the interest accrued to date of payment, or whether the interest or some part thereof was attempted to be waived." Too, they have trouble in following the chain of title to city

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and town property since they state, "We find the abstracters are somewhat lax in showing the lands from which a particular addition to cities and towns has been platted or carved. In other words the ten acre subdivision of land from which a lot and block has been platted should be identified and if this ten acre tract of land was patented to a certain Indian allottee or otherwise, then of course, the entire chain of title to said ten acre tract should be shown from inception of title down to the time the addition was surveyed and platted and made a part of an incorporate City or town."

Many other letters suggested recertification and the showing of special assessments. One attorney tied it all up in a nice neat bundle by stating, "An up to date abstract, certified under one certificate, with federal court certified and with the status of special assessments shown, is always a pleasing sight to the title examiner." I don't know but what that statement should have been reserved as a suitable ending for this report.

Congressional District No. 6

Repetition will provide the emphasis of the number of requests for recertification and the showing of special assessments. Again in this district, they arrived in large numbers. One attorney states his opinion quite effectively, thus: "I believe the abstracters might conserve some time by suggesting to their customers that the abstract should be recertified from the inception of title, especially in cases where all or a portion of the entries are covered by a certificate more than five years old: and more especially where the abstract is to be examined by a purchaser's attorney. This would save the attorney making the requirement and having to send the abstract back for such recertification."

Only What Record Shows

"If I have any further suggestion with reference to the making of an abstract, it goes to the psychological problems in connection with land titles in general. A great many people

still are of the opinion that when they have their abstract "brought down to date", they have a perfect title; and when an attorney subsequently criticizes the title, the owner is quick to say that he knows the title is good because John Doe, the abstractor, 'fixed that all up 10 years ago.'"

"I have often wondered why it would not be entirely ethical and proper for the abstracters to attach to the abstract, by sticker or special sheet, a statement to the effect that the abstract is not for the purpose of showing the validity or invalidity of the title, but that it is merely a record of the instruments on file affecting the land title, the validity of which is not approved or disapproved by the abstractor."

Congressional District No. 7

This letter from a President of a Savings and Loan Association about sums up the consensus of opinion in District No. 7.

Maps and Plats

"In our area we find that very few abstracts have a plat of the block or the addition shown in the abstract. If we have a description that reads: South half of Lot 10 and the South half of the East half of Lot 9 and we are without a wall map of the town where such property is located, or know it well enough, we are unable to tell anything about the location of the property. It would seem to us that if every abstract had a plat showing, at least, the block, it would be a great help.

"Some abstracters fail to certify except for the last few pages. Should certify from page 1.

Paving Taxes

"Some fail to give pertinent facts relative to the payment of paving taxes, the method of payment, or other date that would enable us to know fully about the situation."

Since our comments have not been long concerning this district, this is a good place to state an opinion that comes from an attorney in the Northeastern part of the state who is probably recognized as the outstanding

attorney in the state for 1949. "It is my opinion that as a condition precedent to membership in the Oklahoma Title Association, it should be required that the statute of limitations would not be asserted as a defense to any mistake by an abstractor which caused loss. It may be that you have such a standard I am not making this suggestion on account of any abstract company's having denied liability to our clients on the ground of the statute of limitations."

Congressional District No. 8

This excerpt from the letter of a Realtor should have been directed to the Oklahoma State Bar Association rather than to our Association, I believe "I am of the opinion that we need a law that would clean a title and give a clear abstract that could not be attacked after a certain period of time. It has been our experience that a title may have been good ten or twenty years ago but due to changes in law and opinions of different attorneys, errors will be found which require title work, and we find that sometimes this title work is not done properly in the opinion of another attorney."

And, this statement made by the counsel of a large Savings and Loan Association should receive a warm reception here. "If we could somehow get rid of the "hip pocket" abstracters, of which there are several left in the state, that would be about the best service your Association could render."

Training

Two attorneys in the far northwest country complain of faulty compiling, which one reduces to the statement that, "the only suggestion which I would have to make would be that the employees be more thoroughly trained before they actually make up the abstracts."

Among all the letters received, there were many highly complimentary of the local abstractor. Before we leave District No. 8 to go on to the letters from Insurance and Oil Companies of a general nature, I would like to read an excerpt from a letter which is a tribute to a person who is not with

us in person, but who most certainly is in spirit.

"We are very fortunate in this county in having two very competent abstracters. Mr. George Goetzinger has, for a number of years, set the pattern for abstracting in this county and in order to compete with him it has been necessary for the other abstracters to put out the same high quality work. Our abstracts are neat and accurate and the standard form certificate is used. There is no effort on the part of the abstracters to avoid any liability for errors and we receive excellent service."

General

If any one of our group should get an abstract from the Union Central Life Insurance Company of Cincinnati and not know what to do with it, I can furnish you with a copy of their "Instructions to Abstracters" which covers everything from "Caption" to "Certificate" in two full pages of fine print. I think an equally good title for their material, judging from the coverage, would be "From Soup to Nuts."

Charges

The examining attorney for a large eastern insurance company adds his bit to what has already been said about recertifications, thusly: "There seems to be no uniform rule of charges for this (recertification) and I find that at least 90% of the complaints of the land owners are on the charges made for this recertification.

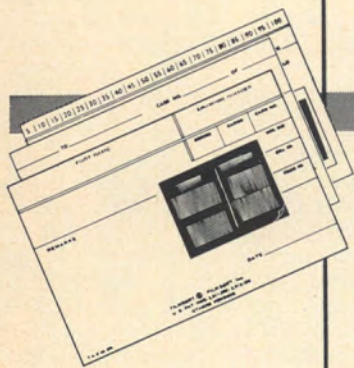
"I think the abstracters should accept some of the responsibility for education of the payment for the necessity of doing this work and also arrive at some fair and uniform charges for it."

From a Large Lender

The largest lender in the field of farm credit in our state offered some "minor suggestions" that would be helpful to them. Among them were: (1) To set out more completely in the final certificate the parties covered by the judgment search and especially if the search covers both spouses. (2) In an extension, show more affirmatively what taxes are covered and paid. (3) Pick up book

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and page numbers of recordings that are not shown in previous extensions.

(4) Submit any helpful information within your knowledge concerning stray instruments (5) Whenever a pending case is shown in a certificate, state more complete information about the case and what it involves, particularly if it involves minerals or a leasehold estate. And, (6) show disposition or executions on old judgments that are in previous certificates. This letter was highly complimentary of Oklahoma abstracts and abstracters.

A number of letters from insurance companies said in substance the following which we quote from one letter. "It so happens that we can make no expressions that will be helpful to you inasmuch as our company has for a number of years followed the invariable policy of requiring title insurance policies in connection with all our loan and real estate activities."

Oil Companies

As much as I would like to name the oil companies from which we received replies—I do not think it would be proper to violate the confidence that was implied in our letter requesting their criticisms and suggestions. Yet, I feel for this report to be truly effective, you should know what companies are making specific criticism or suggestions, and what particular companies want their abstracts to show oil instruments in full, or abstracted.

So, to do the next best thing, in this report we shall keep the companies anonymous, yet we shall request permission to make public to the members of our state association in the monthly Titlegram, the pertinent parts of the letters.

The three page letter from a company whose home office is in the Northeastern part of the state and who operates on a state-wide basis, is an outstanding example of the opportunity some of the Oil Companies afforded themselves to give helpful suggestions, as well as the thought that was given in framing their replies: Here are some very good suggestions which we would all do well

to heed: Any corrections made in an abstract should be stamped by the abstracter with his initial and date. This shows the examiner of the oil company the correction was made and it likewise tells the abstracter at a future date that he made it. Next, in compiling abstracts, following recording sequence, except for releases following mortgages and oil and gas leases.

Reservations and Exceptions

In abstracting instruments, one thinks there is a tendency to overlook exceptions and reservations in standard instruments, as well as special provisions such as overriding royalty interest, production payment or firm drilling obligation in oil instruments. Next they site failure to reflect service (or waiver of service) on the defendant in divorce cases and failure to probate cases to show all notices necessary to give the court jurisdiction. Taxes are not overlooked either in that complaint is made of failure to show one or all of the following: (a) Intangible taxes, (b) Personal taxes, (c) Special assessments, such as drainage or levee districts. A U.S. Court certificate is called for as well as a plat of the property where a plat affecting the property has been duly recorded. In our county, the abstracters are 100% offenders of the following suggestion: "The use of roundheaded brass paper fasteners for binding the abstract together, as a result of which there are exposed the two sharp-pronged tongues of each of the paper fasteners which are good for nothing except scratching or tearing desks and other paper with which they come in contact." Recertification comes up in conclusion, with this comment: "While most abstracters are cooperative in this regard to the extent of making only a minimum charge where they are recertifying their own work, some are not so considerate."

Arrangement

Another company in a long letter touches upon some of the same suggestions we have just covered and in addition and that because abstracters often disturb the arrangement in only

extending abstracts under an extension certificate, the abstracter should either cover the entire abstract under one certificate, or "all continuations should be made by separate supplement, regardless of whether or not there are only a few pages or, in some instances only the certificate itself." With regard to taxes, this company would like a tax search not only for the period covered by the supplement, but also for all prior years. Their reason for this: oftentimes their last supplement shows taxes unpaid and a complete search would provide the information they need.

Seal

One of the largest of the major companies does not want an abstracters seal broken where the breaking voids the certificate. They suggest bidding the continuation to the main abstract without breaking the seal.

A company that bears the name of a pioneer oil man in this state reverses the field of some of the other companies in that they do not want an abstract recertified where any of the former certificates are removed or the arrangement of the abstract disturbed. After their attorney has checked the abstract, confusion is created when he rechecks the abstract after continuation if the abstracts arrangement is changed. This company also wants taxes checked all the way when the abstract is supplemented.

Another large company also concurs with the others about having taxes checked all the way back, and they state that, "Oil and Gas Leases be shown in brief form thereby eliminating unnecessary pages."

Mineral Deeds

Another company named for a state oil man, it is very interesting to note, says: "All mineral deeds or royalty deed should be copied in full; and when an oil lease is abstracted which has not been released of record, the term of it should be copied."

These are letters that have come from our customers and whether we like them or not—or—whether we agree with them or not, these are the

people who pay the bill. Some of these requests, as you have observed, may not be practicable. What some writers suggest is just the opposite of the wishes of others. However, every one of these letters came to us in good faith and every suggestion made represents a point of view of a user of our product whether that suggestion is good or bad.

I do not think there is a single member of our association who has a "public-be-damned" attitude; that he is going to continue to make abstracts the way he always has. The fallacy of that policy is obvious—we are all in business to make money and continue in business. The good-will of our customers is of paramount interest to us all. What can be done to maintain or increase that good-will is the policy that should be pursued.

Improve Your Public Relations

Public relations work is something that has been easy to neglect these past busy and oftentimes hectic years. But, I cannot help feel after reading some of these letters, that some of us have been negligent in selling the people who should be sold that our prices are not exorbitant, for example. How many of you have made it a point to the influential person in your savings and loan association to lunch or dinner, with the object in mind of selling him on all the work you must perform to make an abstract and which justifies your schedule of charges? How many of you have accepted invitations to speak before civic groups where you can get in some excellent licks toward educating the average layman on what your product will and will not do? If you haven't had any such invitation, whose fault might that be?

It has been quite apparent from these letters, I think, which of our people have been selling "themselves." In counties where the schedule of charges have been among the highest in the state, no criticism has been voiced about prices. Yet, from other counties where the charges are "average" or "low", these letters have taken exception to this matter of

price, which is our bread and butter, and probably the thing which we are interested in the most.

I think it should be the object of all of us to take heed of these suggestions we have heard. Boiled down to the final analysis on the matter of service, this might well be our goal, as expressed by a prominent attorney out West; "A nice clean abstract in proper order, in uniform size, neat and legible is an object of beauty to the title examiner, the examination of which afford a great deal of pro-

fessional pleasure, and in my opinion, is the very best possible advertising for the abstracter."

And, on the subject of public relations, take a tip from this:

The fish it never cackles 'bout

Its million eggs or so.

The hen is quite a different bird,

One egg—and hear her crow.

The fish we spurn, but crown the hen

Which leads me to surmise—

Don't hide your light, just blow your horn

It pays to advertise.

IN MEMORIAM

CHARLTON L. HALL

By Ralph H. Foster

CHARLTON L. HALL departed this life on Thanksgiving Day, 1951. A veteran of the Spanish American

War, he entered the land title field in San Diego, California, with Reed and Burt Abstract Company before the turn of the century. In 1900 he trans-

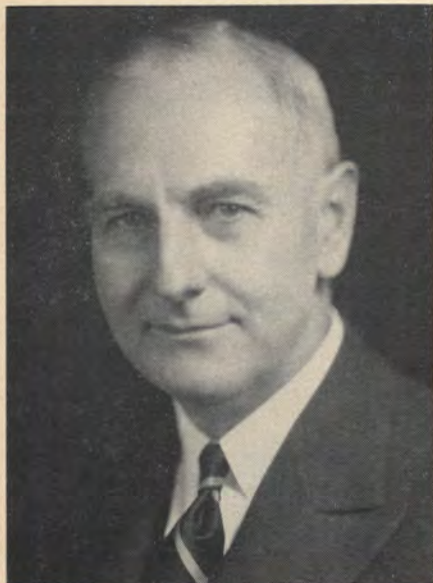
ferred to Los Angeles, California, with Title Insurance and Trust Company. In 1905 he moved to Seattle, Washington, as manager of Title Trust Company.

He was active in the organization of Washington Title Insurance Company in 1911 and became its first secretary. In 1923 he became manager of the company, a post he held until his election as president in 1946, a position he held until his death.

During his management and presidency the business of the company was expanded from operations in King County, of which Seattle is the county seat, to a total of twenty-two additional counties of the state.

He was a past president of Washington Land Title Association and of The American Title Association and was untiring in his efforts to advance the interests of both associations. To many of his host of friends he was known as "Mr. Title Insurance" of the State of Washington.

It is a distinct privilege to pay tribute to the memory of a man who contributed so largely, ably, and so cheerfully to our cause.



War, he entered the land title field in San Diego, California, with Reed and Burt Abstract Company before the turn of the century. In 1900 he trans-

S. EARL GILLILAND

By Arthur O. Harstad

We pause for a few minutes this morning to pay tribute to the deceased members of our craft whom Almighty God has seen fit to call to His Eternal Realm and who have now passed to that far distant country from whose borne no traveler ever returns.

It is with a feeling a deep sorrow to announce to you the death of Mr. Samuel Earl Gilliland who passed away in a hospital in Sioux City, Iowa, on the morning of January 31, 1952, following a lingering illness. Mr. Gilliland, the son of Mr. and Mrs. W. J. Gilliland was born on a farm about ten miles east of Sioux City,



on March 25, 1881. He was educated in the schools of Sioux City, graduating from the high school of that city.

In 1901 Mr. Gilliland began his apprenticeship as an abstractor of titles under Mr. E. Engleson an abstractor in Sioux City, Iowa. In 1917 Mr. Gilliland was elected Vice President of the Engleson Abstract Company at Sioux City, and in 1921 he purchased the interests of Mr. Engleson in said company and became the

President and General Manager thereof, in which capacity he served until about the middle of 1950 when he retired.

Mr. Gilliland is survived by his widow, Lulu, of Sioux City, his daughter, Jeanette Lanning, and three grandchildren, David Earl, Thomas Michael, and Steven Scott Lanning of Oskaloosa, Iowa, and a sister, Mrs. Fritz (Clara) Fritzson of Sioux City.

Mr. Gilliland was a Past President of the Iowa Title Association, and in December, 1934 at Del Monte, California, he was elected chairman of the abstracters section of the American Title Association. Mr. Gilliland served on almost every committee in the Iowa Title Association as well as many other committees and the Board of Governors of the American Title Association.

Many were the fine characteristics which he evidenced in his life and one of the most outstanding was his spirit of friendliness. He was a true friend to all who knew him. True to his God, his country, his neighbor, and himself. He was very active in all his activities, for it was his firm belief that these things contributed a welcome influence and were for the good of his fellow men. No task assigned to him was too big or too small for him to undertake and perform. Every promise made or engagement entered into was punctuously and scrupulously performed. From his hands have fallen the tools of his profession and we have lost a loyal, true, and interested member, and as we pause these few moments this excerpt from the writings of James Whitcomb Riley seem so appropriate:

"You cannot say, you must not say
That he is dead. He is just away!

With a cheery smile
and a wave of the hand

He has wandered into an unknown
land

And left us dreaming how very fair

It needs must be,
since he lingers there;

So think of him faring on, as dear

In the love of There as the love of
Here,
Think of him still
as the same, and say
He is not dead, he is just away."

WILLIAM A. LINCOLN

By W. R. Barnes

William A. Lincoln, was born in Springfield, Missouri, on January 31, 1886, the son of Azariah William Lincoln and Jennie Adams Lincoln. He died in Springfield on January 3, 1952. He left surviving him, his widow, Lucille, a son, William B. Lin-



coln and a brother, Harold T. Lincoln, all of Springfield.

When the death of men distinguished by superior talents, high endowments and eminent services to their country, demands the expression of public mourning and grief; their loss is accompanied generally with this mitigation, that, however grievous and painful, it is not irreparable; and that the void, caused by their mortality, will soon be filled up by others. Today, however, we are honoring the memory of a man who was our friend and, although he possessed many of these same char-

acteristics, his passing cannot be mitigated, as the void caused by his mortality will not be filled up by another.

There are those here, no doubt, who are far more capable of extolling the fine characteristics of Bill Lincoln than I am, but I think there are none here who admired Bill Lincoln more or loved him more through the years I knew him than myself.

We, by our experience know and have seen that some men by a sudden burst of eloquence attain great fame. But we also know that character is made and only made by doing the homely task that comes to hand, by a consideration of others, and by a steadfast adherence to the important things of life, and with all to know that kind hearts are more than coronets and simple faith more than Royal blood. These virtues were hereditary with Bill Lincoln, he was a sixth cousin of Abraham Lincoln and a descendant of John Adams, second President of the United States. His father was a prominent attorney and Judge and established the original Abstract office in Springfield. His mother started organized aid for underprivileged children more than twenty-five years ago and was instrumental in establishing the Boys Club at Boonville.

During the ensuing years I came to know him well, I respected him as a father, enjoyed him as a brother, and cherished him as a friend. To me his loss is irreparable.

Most of you ladies and gentlemen also knew him well and you are fully aware of his contributions to our Association. He has held many prominent positions of election and appointment in the Abstracters Section, which were faithfully and intelligently administered. I do not know how many of our meetings he has attended, but there are few here who attended more often. Jim Sheridan replied to my question on this point, that his record goes back, "beyond the memory of man."

In the minds and hearts of his friends, his memory will live as long as life and breath remain to his

friends in recognition of his friendship, of his kindly, courteous treatment of them, and of their love and affection for him.

Are not the lines of this poem, "What I Leave Behind," most appropriate as his farewell message to us.

WHAT I LEAVE BEHIND

When I pass on, I want no grief, my
hind

Not worldly things for some
unworthy hands,

But grateful mem'ries in the heart
and mind

Of fellowmen to whom I have been
kind.

For life is given us to mold a way
Of happiness for others we have
known—

Unselfishly and true, from day to day,
To help them bear their burdens
as we may.

There is no death for those of us
who know

That what we do in life lives on
and on.

We reap, the Good Book says, just
as we sow;

Let's plant our seeds of love before
we go.

When I pass on, I want no grief, my
dears,

No sadness in the hearts of those
I've loved;

I would but feel that in this world
of tears

I've heard to dry a few throuout
the years.

—Employment Counselor, hm,
Employment Counselor's Assn.

BEN F. HILTABRAND

By George E. Harbert

Ben F. Hiltabrand, 69, of Bloomington, president of the McLean County Abstract Company, died of a heart ailment at 8:39 p.m. Thursday, November 29, 1951 at Brokaw Hospital, Normal.

Mr. Hiltabrand was born Feb. 6, 1882, at Magnolia, Ill., a son of Minerva Hartenbower Hiltabrand and B. F. Hiltabrand. He came to Bloomington in 1898, graduated from Bloomington High School and from the Illi-

nois Wesleyan University Law School in the class of 1904. He was a member of Phi Gamma Delta Fraternity.

Mr. Hiltabrand married Alice E. Percy in Bloomington Oct. 1, 1908. She married Alice E. Percy in Bloom- She and the following four children survive: Mrs. William H. Bush, 2006 Castle Ave.; Mrs. Harold Bender, Indianapolis, Ind.; Ben F. Hiltabrand, Jr., 2008 Castle Ave., and Robert J. Hiltabrand, 1313 E. Grove St.

Also surviving are seven grandchil-



dren and a sister, Mrs. Vera L. Wheeler of Santa Monica, Calif.

Ben was associated throughout all of his business life with the McLean County Abstract Company. Under his wise administration, the three companies in McLean County were united to form one strong company of which he served as President until the time of his death. His sterling character and outstanding work as an abstractor was recognized by the Illinois Title Association, who elected him its President in 1922. He served the American Title Association as a member of its Board of Governors from 1940 through 1945. In the State association his counsel was so highly valued that he was appointed to the Nominating Committee of the Illi-

nois Title Association for over 20 successive years and was in addition the Chairman of many important committees. At the time of his death, he was serving as Chairman of a committee to investigate a license law for abstracters in Illinois. His calm, deliberate, considered approach to all problems was treasured by all of his friends and associates. His judgment was much sought after, not only by his associates in the Title profession, but also by his friends in the community.

In addition to serving his Title Association, he was a Past-President of the Bloomington Rotary Club, the Association of Commerce and the Bloomington Park Board. He was a past director of the Illinois Chamber of Commerce. Ben did not work under a spotlight. Relatively few citizens knew of his great contribution to the building of a better community. He was the only president of Community Camp Associates which developed East Bay Camp at Lake Bloomington. He served as head of that organization since it was organized in 1930. He also held virtually every lay office in the Second Presbyterian Church. He played his part quietly but effectively in virtually every community effort in the last third of a century.

With his passing the American Title Association and the Illinois Title Association loses a staunch pillar whose judgment and confidence lent honor and dignity to our profession.

LOUIS A. MOSES

By J. E. Sheridan

The members of his family, the Land Title Guarantee and Trust Company, of Cleveland, Ohio, the city itself, and we of the American Title Association have suffered great loss in the passing of Louis A. Moses, on March 27th, 1952, at the age of 75.

We confine our remarks to his interest in and benefactions to the title fraternity. They were many. To the membership at large, he was little known. For he chose to serve his associates in the American and Ohio

Title Associations through others of his organization.

For a third of a century, under his direction and always with his enthusiastic approval, these contributions continued. As president of his company, he saw to it that the talents, knowledge and experiences of many of his officers were given freely and often to the material benefit of our organization—Mrs. J. L. Chapman, Fred A. Hall, Charles C. White, and in more recent years, William S. Kinney, G. Stanley Young and Dan Crane—all these and more served as Governors, or Chairmen of Sections, or



Committee Chairmen, as convention speakers, as organizers—any and all ways to improve the title world.

It is fitting we pay our tribute to Lou Moses as a great leader, as an outstanding and constructive exponent for good in his chosen title field, as one unique in his selection of skilled officer talent; and with it all a down to earth human being, through and through.

America, Ohio, Cleveland and American Title Association are better by his stay with us.

D

(Dope)

O

(Observations)

T

(Trends)

J. E. SHERIDAN

Confucius says: "From Experience of Others, Wise Man Profits."

Conditions

Conditions: Spotty as to general business. In the construction field, (and thus our business) good, with all signs pointing to construction of one million units in 1952—this subject to war, strikes, perhaps shortages of some materials, perhaps subject to availability of sufficient mortgage money.

Events and Trends

Regulation W (Federal Reserve System) terminated. All signs point to sharp easing of terms of Regulation X. Relief is that Federal Reserve will cut down payment on commercial projects to one-third instead of 50% as at present. Down payments on homes expected to be eased proportionately, notably in brackets at and above \$12,000 house.

In April, 1952, new construction stood at 2½ billions, compared to slightly less last year. Industrial and utility expansion accounted for much of this.

It looks like a thirty billion dollar year in the construction field, notwithstanding that general business in various lines is off and prices of certain commodities falling.

If Regulation X is terminated, some believe the laws of economics will take care of the situation and prevent overbuilding in that mortgage money will be extremely careful in selection of security. This belief is held by those who noted that abandonment of Regulation W did not produce any avalanche of new business for autos, refrigerators, stoves, televisions, etc.

Industrial Activity

Industrial Activity for April, according to Federal Reserve, stood at 216 compared to 220 and 222 for

March and February respectively. (1938 equals 100).

Six out of nineteen auto makers have reduced production schedules. A manufacturer of refrigerators announces cut backs in production. There are declines in manufacture of washing machines. Furniture production is off 10%. Prices on hard goods are going down—on some soft goods too.

Retail

Retail sales are a little sluggish. Buyers are not exactly scared but careful and choosy. Uncertainties of the steel situation cause hesitancy to buy. Strikes such as the carpenters' strike in Detroit have their effects. That Detroit strike of carpenters has put 100,000 men out of work.

The railway employees situation was finally settled—by turning another screw in the spiral of inflation.

Farm Income

Income of farmers is off, but not greatly.

Controls Eased

Government suspends controls on various commodities, wool, lard and various oils.

National Production Authority scraps its ban on amusement and recreational projects, night clubs, bowling alleys, arcades, etc. Its third quarter allotment gave the green light to 1069 commercial, religious, entertainment and municipal projects, for a total of 337 million dollars. California leads in dollar value. Some localities were given particular attention to relieve unemployment in the construction field.

Nickel, copper and cobalt continue tight and in short supply.

We are quite dependent as a nation upon foreign markets. Cartels may help. I'm no expert qualified to com-

ment on this. But tariffs and other walls seem to be going up against our products. Rearing the country takes up the slack now, but for the long range view ? ? ?

Some of our merchandise is now barred in certain countries. Britain, France, South Africa are among these. Autos, tobacco, some appliances, are affected. The dope is cotton will soon be affected too.

Foreign merchandise is coming to our shores at pre-Korean prices. Some of our manufacturers are asking for import quotas—others want higher tariff walls.

National Production Authority removes restrictions on use of numerous metals—zinc, lead, bismuth, cadmium and antimony.

Housing

Bureau of Labor Statistics reports total housing output in April as 10% over March and 12% over April a year ago. Private home building increased from 86,000 units in March to 98,500 in April. For 1952 through April we had 319,400 private starts as against 341,200 for same period last year.

Public Housing for the same period is 28,500 for the first four months of 1952 against 15,300 last year.

Over 12,000 units in Defense Housing is under way, as of late April, with 1,600 completed. Program presently calls for 80,000 units, 50,000 rental, others for sale.

Demand for Housing

Subject to building codes, political controls through these codes, watch for big increase in the pre-fab house.

Demand for homes of all types is stronger than for gadgets, including automobiles.

Prices may be softening a wee bit, especially on old houses. Buyers won't buy just to get a place where they can live. They are shopping, both on new construction and old houses. It is expected this choosy attitude will continue even if Regulation X is abolished.

It is probable it will be retained—but watered down a lot. Pressure to modify, or abolish, comes from the U. S. Savings & Loan League, and CIO, plus others. The National As-

sociation of Home Builders reports its contractors are having increasing difficulty selling new homes costing more than \$12,000.

It appears certain it will be modified, perhaps the 50% down payment reduced to 33 $\frac{1}{3}$ % on a \$25,000 house with sliding reductions down to the \$12,000 house.

Such modification will (may) mean:

People who had to take a small house after the war end can buy a larger place.

People who cannot make the down payment under Regulation X, as presently written, will be able to buy, especially middle range value.

Lenders will be tough and will try to make sound and safe loans. They want no repetition of wholesale foreclosures and government bailing-out procedures. Surplus of funds may drive more money to the mortgage field. To illustrate this, the Home Loan Bank Board reports the savings and loan associations have reduced their borrowings by 50% this year.

Savings are high—and here are some interesting figures on these:

Type of Institution	1951 deposits in millions of dollars	Per cent of increase over 1939
Savings & Loan Associations	\$16,079	292%
Mutual Savings Banks	20,747	97%
Time Deposits in Commercial Banks	37,800	147%

When you look at these, you get less worried about the availability of money in the mortgage field. Then add the huge amounts invested by the life companies in mortgage paper, notwithstanding their present preference for conventional loans, monies of foundations, pension monies, etc., and it makes a total that persuades one to believe there will be an adequacy of mortgage money in 1952.

Federal Guaranty

The dope seems to be that Congress will give Federal National Mortgage Association and Federal Housing Administration new authorizations for a grand total of one and one-third billion. Veterans Administration will likely wind up at one

hundred twenty-five million for direct lending.

Rent Control

Rent controls continue with us. The law doubtless will be extended, but for a shorter period than proposed by the Administration—perhaps to March, 1953.

Price and Wage Controls

The same date for renewal legislation seems to be in the offing for price and wage controls—but a watered down version of controls.

Interest Rates

There seems every reason in the world to expect they will firm up. In fact, they already have. Long term government paper may go even to 3%. That would mean almost certainly mortgage paper will go all the way from 5% to 6% varying with the type of loan made.

Employment

Despite strikes, employment continues high. Unemployment in April was about 1½ million, down 100,000 over last year. That's about normal unemployment because, when you count unemployment, you include a lot of people who, strictly speaking, don't deserve to be included—the housewife who quit her job, the itinerant worker, the fruit pickers, etc., etc., to say nothing of the bum who has constitutional objections to any job.

But last year, the gain in employment from January to April was a million. This year it's 400,000.

Military spending will increase in the ensuing months. It will run from thirty-five to forty billions.

Taxes

Dope is no relief in this Congress but probably tax reduction on January 1, 1954—by reason of expiration of present emergency taxation, or decreased substantially. Unless renewed by the Congress of next year, the increases voted in 1951 will expire January 1, 1954—9½% to 118/10% for most taxpayers. On corporation taxes, there may be a compromise by cutting down the 1951 increase from 30% to 15%.

Business may need relief by 1953. Our defense program spending will start to level down by then. Nobody

knows certainly that we will or will not have good business or a recession next year. Most authorities seem to lean to belief we will not have a panic or a depression, but a slump next year. That's one reason most "in the know" believe we will get tax relief out of the next Congress.

Presently, income of the country is still calculated on the basis of 260 billions for the year.

Labor

There is a bare outside chance that new Congress might take action to include, in its Anti-Trust Laws, monopoly power of unions, notably those which can shut down an entire industry. The idea seems to be to treat them as trusts and that they can be broken up in the same manner as were and are industrial trusts.

There are lay-offs in some of the textile and clothing mills, in shipping lines, in the coal mines and in some of the food processing plants. It could be that industry will have to wait a little while and let people get more caught up with their monthly payments on a lot of merchandise they bought on conditional bills of sale.

With increased armament spending, watch for the 48-hour work week with time and a half after 40 hours. Add to that the possibility (remote) that there may be revision of minimum wages to \$1.00. It don't seem likely of passage in this Congress, but such a bill is in the hopper.

In recent days, we have attended meetings of executives of title insurance companies of the Atlantic Seaboard and of the Central States; also a state title association meeting in Chicago. Reports at all indicate a continuing shortage of skilled help, and inability to get and keep, competent help. Notwithstanding this, some few members reported they were not replacing voluntary departures from the payroll at this time.

One member reported an increase of new orders over the counter of 15%. One reported shrinkage in his city (Large Mid-West) of 30% of new orders for the same period, the first four months of 1952. All others reported orders about, or slightly be-

low, last year's levels. All expected goodly pick-up in orders in the remainder of this year.

Every one reported increased operating expense, decreased net profits after taxes.

New Business

HIGHWAYS: New business may flow to our field by reason of title work in connection with H.R. 7250 on which the House Public Works Committee recommends appropriations of \$550 millions in federal grants to state and local communities for construction of highways in the two-year period beginning July 1st. The House Committee recommended 247 million

for primary highways, 165 million for secondary rural roads, 137 million for city highways.

CONCLUSION

It would seem now is a pretty good time to cross the fingers,—to plan for good business for the rest of this year—to keep one foot on the gas but not down to the floor board and to keep the other foot ready to put on the brakes—always watching for newer signs that will tell us more. In other words, be ready to jump with the cat, the odds presently being that he will jump toward good business for the title fraternity for the remainder of 1952.

PERSONALS

GEORGE E. HARBERT, President, DeKalb County Abstract Co., Sycamore, Ill., Chairman of Abstracters Section of ATA and soon-to-be Past President of the Illinois Title Association, was on the receiving end of many a congratulation recently . . . reason being the success of the American Title Association Regional Meeting of Abstracters held in Chicago May 16-17 . . . over 70 members from Illinois, Indiana, Iowa, Michigan and Wisconsin were in attendance . . . addresses delivered by JOSEPH T. MEREDITH, President of ATA, THERON WRIGHT, Vice President of Chicago Title & Trust, JUDGE WILLIAM M. CARROLL of Woodstock, Ill., Attorney ROBERT S. DUNN of Bloomington, Ill., kept interest high . . . valuable and interesting panel discussions were skilfully handled by moderators CHARLES M. HARMON, proprietor of Cass County Abstract office in Cassopolis, Mich., and member of ATA Board of Governors, LEONARD F. FISH, President of Dane County Title Co., Portage, Wisconsin, and MORTON McDONALD, President of The Abstract Corporation of DeLand, Florida . . . members of each panel also admirably handled assignments and kept discussions lively .

The welcome mat was on the door-

step of the American-First Trust Co. for the return of their President, GENERAL RAYMOND S. McCLAIN, who retired from U.S. ARMY April 30 after 12 years of commendable service . . . as the OTA monthly publication stated: "Welcome home and congratulations for a job well done."

New President of the Arkansas Land Title Association is BURTON DOUGAN, Vice President of the Beach Abstract & Guaranty Co., Little Rock . . . office of Secretary is once again to be thoroughly directed by SALLIE B. CAULDER, Manager of Lonoke Real Estate and Abstract Co., Lonoke.

It was unanimously agreed that Illinois Title Association had fine convention May 14-15-16 . . . "coffee break" during first morning session went over big . . . newly elected President is JOHN D. ROE, Manager of Roe Abstract Co., Pinkneyville . . . **but naturally**, the Secretary continues in the capable hands of John R. Parker, Vice President of Logan County Title Co.

Verbal bouquets tendered to By-Laws Committee of Illinois Title Association for fine work on new constitution . . . committee composed of Chairman JOHN D. BINKLEY, Vice President of Chicago Title & Trust Co., EDWARD J. SAUTER, President

of Illinois Title Co., Waukegan, and BYRON S. POWELL, President of DuPage Title Co., Wheaton .

Washington Land Title Association announces that ROBERT ALLEN of Washington Title Insurance Co. has accepted post of Program Chairman of forthcoming convention in October.

Oregon Land Title Association Executive Board formulated plans to hold state convention at Timberline Lodge, Oct. 9-10-11.

R. EARL GRAVES, JR., Assistant Secretary of Guaranty Title & Mortgage Co., Flint, Mich., congratulated upon his recent election as President of Flint Junior Chamber of Commerce.

Tip the chapeau to MISS GERTRUDE NORRIS, President of Washenaw County Abstract Co., Ann Arbor, Mich., who is in her 52nd year in the profession.

RICHARD E. TUTTLE is new Executive Secretary of California Land Title Association . . . in the midst of planning for state convention in San Francisco, June 16-17-18.

MARTIN KLEIN, Manager of The Michigan Title Co., Muskegon, Mich., is new Secretary of state association . . . replaces OLGA TRUCKS, who is now MRS. JACK McCLELLAN, as of last February.

Nebraska Title Association published new state bulletin in April . . . contained complete report of ATA Mid-Winter Conference by JOHN GUMB, JR., Manager of Dodge County Abstract Co., and Vice President of Association.

ROY C. JOHNSON, President of Albright Title & Trust Co., Newkirk,

Oklahoma, is now the Mayor of his town.

Minnesota Title Association is proud of its new bulletin which reached the membership in April . . . A. F. SOUCHERY, JR., President of St. Paul Abstract & Title Guarantee Co., writing on abstracters liability insurance, was the first contributor to the publication.

Reported that HOWARD KORINITZ, Title Officer of Title Guaranty Co. of Wisconsin, gave interesting digest of local legislation at recent regional meeting.

JAMES E. PETERSON is the new Vice President of Abstract & Title Corp. of South Bend, Indiana.

Besides attending to the duties of the office of President of the Indiana Title Association, JOHN S. BLUE allocates time to editing the association monthly publication.

WILLIAM GILL, SR., Executive Vice President of American-First Trust Co., and Treasurer of ATA, sets a fast pace for the Speakers Bureau in Oklahoma . . . appeared before 10 Regional Meetings of Oklahoma Real Estate Association, at the Tulsa Real Estate school, the Ardmore Lions Club, and the Chamber of Commerce at Woodward.

In Kansas the plan is to organize the Past Presidents of the State organization to take advantage of the mature judgment and experience of these men . . . as ATA President JOSEPH T. MEREDITH stated when referring to the formation of a like group in the National Association, "There's gold in them thar hills."

JOSEPH H. SMITH,
Secretary ATA.

Security Title Elects New President



HOWARD H. ROLAPP

The Board of Directors of Security Title Insurance and Guarantee Company elected Howard H. Rolapp as president of the firm, following the annual stockholders' meeting, held in Los Angeles, on February 19.

Rolapp joined the staff of Security Title more than twenty years ago, after practicing law in Salt Lake City for some time, and has acquired a broad experience in both the title and trust departments, and in corporate finance. For the past five years, he has been vice president and treasurer of the company. He is a member of the State Bar of California.

He follows William S. Porter, who was elected Chairman of the Board.

In accepting the office of President, Rolapp said:

"This move will in no way affect the general policies of Security Title Insurance and Guarantee Company. Both the organizational and financial structure of the company will remain unchanged."

Introducing New ATA Secretary

Assisting Mr. James E. Sheridan, Executive Vice President, Mr. Joseph H. Smith is the new secretary of the American Title Association.

An attorney and member of the Michigan Bar Association, he is a graduate of the University of Detroit Law School. His business experience includes four years as Executive Secretary of a Detroit Fraternal organization, three years in the insurance field, and two years as an instructor in Business Law at a local high school.

Mr. Smith is married and the father of a daughter and two sons. He was an avid sports enthusiast in his high school and college days and captained the University of Detroit basketball team in 1943.

Outside of his ATA duties, Mr. Smith witnesses as many sports events as possible, likes to spend some time on the golf course and in the handball courts, and relax with a good book.



JOSEPH H. SMITH

PLANT FOR SALE

Marinette County Abst. & Land Co.
Marinette, Wisconsin

This company has a complete set of tract indexes beginning with the United States Government (U.S. Land Office records) down to the present time. All deeds, mortgages, assignments, satisfactions, affidavits, actions and probate proceedings, and any instrument of any kind containing a legal description or a volume-page reference is posted to the tract index. This company has its own set of records, maintained chronologically by instrument number. (About 268,000 instruments have been recorded in the office of the Register of Deeds, the present deed volume is No. 207, the present mortgage volume is No. 202.) The take-off is done by photostat, and includes all recorded instruments. A tax plant is maintained, and indexes of judgments, federal and state tax liens, and old age assistance liens. Our mechanics lien index is posted to the tract index.

Population of county (1950 census) is 35,716. 1950 assessed valuation of real estate was \$60,711,400. The only other abstractor is the County Abstract Department operated by a County Abstracter employed by Marinette County. Marinette County's tract index, compiled as the result of a WPA project, begins in 1879. This company is the sole owner of a tract index of the records prior to 1879. Rates charged by this company: certificate charge—\$5.00 (one description), instrument charge—\$0.75 (adjusted upward depending on length and complexity), probates and actions—\$3.00 per page.

This company was established in 1885, incorporated in 1894, and has operated continuously since 1885. Price is \$30,000 which includes a small fire insurance business, and a trade name "Real Estate Center" for a real estate brokerage business as yet undeveloped.