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THE PRESIDENT'S POSTSCRIPT



I want to express my appreciation to all of you who attended the Mid-Winter Meeting in New Orleans and participated in the sessions. I am particularly grateful to the officers of the Association and the Sections and to the Executive Committee and the Board of Governors for all of the time and effort they put in during their stay in New Orleans. Projects that were approved at that meeting, and which are now underway, will, I am sure, be of benefit to the entire industry.

In addition to the work being done by the committees which have the responsibility of carrying out these projects, things are humming at national headquarters. Joe Smith, your newly elected Executive Secretary, is busy getting out the minutes of the Mid-Winter Meeting, supervising the publication of the new directory, and at the same time settling into harness as the chief executive of your national association's staff.

He is presently working with the Executive Committee and the Planning Committee on a study of the services being furnished by your national office. The purpose of this study is, in essence, to take an inventory of what we are doing and to determine in what way we can better serve the members of our association.

If you have any ideas, pass them on to Joe, as his primary objective is to give the members the best possible service.

Ernest J. Loeber



TITLE NEWS

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What Should Be Shown In An Abstract of Probate and Chancery Proceedings

We are pleased to print a copy of the talk presented at the 1958 annual convention of the Michigan Title Association by Mr. Clarence M. Burton, Vice President and Secretary of the Burton Abstract and Title Company, Detroit, Michigan. Mr. Burton is also a member of the Board of Governors of the American Title Association.

A young housewife with excellent diction, charming elocution, considerable verbosity and devoted concentration was indulging in woman's favorite occupation—talking on the telephone with the result of failure to note or observe the activities of her two year old son, who was quietly but efficiently placating his hunger by tearing sheets out of the family dictionary, wadding them, and devouring them with apparent relish, when his mother came up for air and observed this extraordinary pursuit of her off-spring, laid down the telephone, tore the dictionary from sonny's grasp and discovered to her dismay that pages 1 through 8, in addition to the prefix, had gone down the hatch. A thoroughly alarmed mother then terminated her phone call in a neat ten minutes and called the family physician, who advised her to give the little glutton a man-sized jolt of castor oil and informed her that he would call her on the morrow to see how the patient was coming. The next afternoon the doctor followed through with his promise, called to ask, "How is our little man doing today?"—"Why doctor, we haven't had a word out of him all day". I am like that boy. During the last couple of weeks I have mentally digested about as much on the subject as my feeble mind is able to assimilate and now while I'm full of my subject, I can hardly get a word out of me when it comes to verbally

aligning that knowledge in a logical sequence and embellishing sufficiently to relieve the delivery thereof from the monotony of legal dictum.

It has been suggested that as a topic for my discussion I elucidate upon the following question: "What should be shown in an Abstract of Probate and Chancery Proceedings to give an attorney a comprehensive picture of what transpired in any such matter."

Abstract Still Important

I wish to state that the abstract built your business and our business and despite the tremendous growth of title insurance still constitutes an important and significant portion of our service to the public still preferred by many attorneys and many customers over title insurance.

As time goes on and the history of real estate title becomes longer and more complex there comes a time when we must pause and ask ourselves if we are giving a sufficient abstract of Court Proceedings involving the land in question, so that an examining attorney can determine from our entry whether complete proceedings required by the law have been taken and what disposition was made of said land. I believe an abstract should be comprehensive enough so that an examining attorney can write his opinion without leaving his office,

And now I will pause briefly to discuss proceedings in the Circuit Court. Most of the procedure in which we are interested lies on the chancery side of the Court and once having legally acquired jurisdiction in the litigation, has the right as a court of equity to make disposition of the subject matter involved in said suit in any manner the Court feels necessary and proper to adjust the equities.



It is the abstracter's duty therefore, to glean from the original bill the nature of the proceedings, the property involved, and the remedy prayed for. Then all important is the matter of notice. All persons in interest must be served properly with notice before the Court can acquire jurisdiction. Once having proper notice we have only to look to the disposition of the subject property either during the progress of the cause or by final decree and the entry of the final decree. These actions should be clearly delineated in as concise a manner as practical.

And now since I have a captive audience assembled under false pretenses, I will proceed to read you a comprehensive digest I have compiled of the applicable Chapters from "Tiffany on Real Property"; "Rood on Wills", "Volume 34 of Corpus Juris Secundum", "Warvelle on Abstracts", "Patton on Titles", and the Michigan Probate Code.

The probate law of the State of Michigan has been codified and the Probate Court is a Court of law with little or no equitable powers. Therefore, it is of utmost importance that we as abstracters carefully examine probate proceedings to show that these statutory requirements

have been compiled with and all within the limitations of the statutes.

All proceedings in Probate are listed and indexed under the name or names of the persons involved in the particular case. Therefore, all probate matters should be entitled: "In the matter of the Estate of Jane Doe or Mary Roe, deceased, minor, mentally incompetent", or whatever; bear the Probate Court file number and show the county in which the proceedings are instituted.

The statute clearly indicates who are proper persons to initiate probate matters. We must then show the name of the petitioner and his, her or its relationship to the person involved in the case.

In the case of a deceased person we show the date of the death, whether testate or intestate (and please note this word is "intestate and not interstate" as we have all seen by now due to some typists error. As far as I know hardly anyone dies interstate anymore). And in all cases the place of habitation of the person, county, state and country, as this is a jurisdictional prerequisite; the names, ages, and relationship of all persons listed as heirs at law, or the next of kin, dependent upon the nature of the proceedings and sufficient of the prayer of the petitioner to indicate who petitioner prayed to have appointed and the capacity to which he is to be appointed.

At this juncture I am reminded, well, actually I'm not really reminded of anything, nothing I have said so far reminds me of this at all, but my notes tell me it's time and customary to break the monotony with a story and I understand that this is the applicable phrase to use; hence, at this juncture I am reminded of the attorney, who must have dictated a petition for the probate of a will, in which no executor was nominated and a prayer for appointment of an administrator with will annexed to a green legal stenographer, because the petition when filed prayed for the appointment of an administrator "with the widow annexed".

The hearing date of the petition should be indicated and particularly since the so called "Mullane Act" went into effect in September 1951, the law is mandatory in requiring notice by registered or certified mail on all persons interested in all petitions requiring publication. For this reason, the examiner is necessarily greatly concerned with the adequacy of the notice on all probate proceedings, particularly on petition for administration, probate of will, hearing on claims, petitions for license to sell or mortgage real estate and final accountings.

Inventories

We should show from the inventory the real estate, land contract or mortgage receivable involved, sufficiently describing the same to adequately identify the subject property, and the nature of the estates interest therein. In the case of an appraiser's inventory the total gross value of all the assets both real and personal should be shown to indicate whether or not on the face of the record there is an estate in excess of \$60,000.00, and therefore, a probable Federal Estate Tax liability; considering the relationship of the heirs at law to the decedent whether or not there is sufficient estate over and above their statutory exemption and allowed claims to indicate a liability for Michigan State Inheritance Taxes.

Hearing on claims should be set forth in all matters where the administration of an estate is commenced within 6 years of the date of the death as the submission of the assets of the deceased person to the legal claims of his creditors is one of the primary and most important functions of the whole Probate Court Procedure. If possible or practical, without too much mathematical calculation, the approximate total of the allowed claims should be indicated by the abstractor, and if no claims were presented for allowance, he should so state, and that portion of the accompanying order directing the fiduciary to pay claims within one year from the date of hearing on

claims and then closing hearing on claims should be shown.

Widow's Election

The statute provides that the widow of the deceased person must be notified of her right to make an election: (a) to abide by the terms of the will, (b) to take the share she would have taken under the laws of descent and distribution had her husband died intestate, with certain limitation or (c) to take her dower and homestead. This election must be made within 60 days following the hearing on claims or the filing of an inventory whichever is the latter. This election may materially effect the distribution of the real property and consequently both the notice of right to election and the election, if any be filed, are pertinent to the title of real estate and should be included in the abstract. If no election is filed within this time, she is presumed to have elected to take under the will.

Any sale or mortgaging proceeding should be abstracted as completely as possible to: (1) fully and accurately identify and describe the land proposed to be sold or mortgaged, (2) to indicate the statutory reason or reasons ascribed for such sale or mortgage, (3) to show the value of the property as set by the disinterested persons in their appraisal before the Judge of Probate, (4) to show the order of the Court granting license setting forth the purpose of sale or mortgage and the amount determined by the Court to be the value of the estate's interest in the property, or in a mortgaging proceedings the license should set forth the terms of the proposed mortgage as to amount, term and interest rate.

Mortgaging Proceedings

The report of sale of real estate must describe the real estate sold, the consideration therefore and indicate the terms of sale, give the name of the purchaser or purchasers, and have appended thereto a copy of the proposed conveyance.

If the subject property is subject to an encumbrance such as a mortgage or land contract sellers lien, upon

which the deceased is personally liable, the statute requires that said estate be released from such personal liability or an indemnity bond posted and approved by the Court before such sale can be confirmed. The order of confirmation should be shown and the order of the Court directing the execution of the conveyance. The conveyance must not be executed before this date because this order of confirmation is also the order authorizing the fiduciary to execute the conveyance. A report of mortgaging should report the date of the execution of the mortgage by the fiduciary, the name of the mortgagee, the terms of the executed mortgage and the land covered. The order allowing and approving the acts of the fiduciary in the mortgaging proceedings should be set forth. In the case of a mortgaging, the mortgage is executed first and then the Court confirms the act of the fiduciary. The filing date of a final accounting or any mesne accountings by which an order is requested that might partially distribute or otherwise affect the title to property being abstracted should be set forth together with such portion of the prayer contained therein to indicate the nature and scope of the order requested.

The order of the Court as drafted should be shown quite fully, particularly in respect to partial distributions and residuary assignments because these orders are judicial determination of who constitute the heirs at law of a deceased person, a judicial construction of the statutes of descent and distribution as to the proportionate share each heir is entitled and delivers over possession of the residue of said estate to such persons in such proportions; and once entered, not appealed from or order for rehearing granted, within the statutory period is res judicate of matters therein contained and not capable of review by a higher Court.

The order assigning residue contains as a premise a finding that debts and charges of administration have been paid in full and that said estate is fully administered; this also should be shown. The order of the Court discharging the fiduciary and

closing the estate shows termination of the proceedings.

The setting and filing of bonds, particularly qualifying bonds, such as fiduciaries' original bonds, administrators or executors bonds on sale or mortgaging of real estate, should most certainly be a necessary abstract entry as they are a condition precedent to the issuance of letters in the first instance and any subsequent act in all matters in which the bond was directed.

Taxes

Determination and payment of all Michigan Inheritance Taxes must be indicated in the abstract as any unsatisfied tax is a possible continuing lien on the real estate involved.

Where there appears to be a Federal Estate Tax liability the probate file should be checked to ascertain whether a closing letter from the Department of Internal Revenue is in the file indicating that the Federal Estate Tax file is closed. If such letter does not appear, the annual and final accountings of fiduciary should be scrutinized to ascertain if they contain an item of disbursement indicating that such tax has been paid and such fact if present indicated in the abstract.

Wills should be shown quite fully as the intention of the testator is said to be drawn from the four corners of the instrument and where there are ambiguous or contradictory provisions the examining attorney should have the opportunity to examine all provisions of the will particularly if the estate is open and no construction order entered by the Court. Names of the witnesses to the will should be shown particularly if they are or any one of them is a beneficiary under the will. The certificate of the Judge of Probate that he did, upon a date set forth, admit the will to probate should appear in your abstract.

Me thinks, it is about time to break the monotony of this again, so to continue with the acceptable words, speaking of a will reminds me of the petitioner who filling in a petition for appointment of an administration, in

the portion thereof where she was supposed to indicate whether the decedent had died testate or intestate wrote in the following words: "Having been married to me for thirty-five years, he had no Will."

When probate proceedings are had in one county of the state, the domiciliary county, and the decedent owned real estate in another county or counties which passed through the administration, sufficient of the record should be certified and recorded in the county or counties of the sites of the land to make an adequate picture of the proceedings when included in the abstract.

I believe in a testate estate, the will, inventory (preferably the appraiser's inventory) to identify the land and the value of the estate, the order assigning residue indicating the date of death, full administration and determining who under the will is entitled to the residue together with a copy of the calendar entries to give a skeleton of the complete proceedings, all certified together, should be recorded in the Office of the Register of Deeds. In an intestate estate the inventory, order assigning residue and calendar entries.

In the event of a sale of real estate

located in a county other than where the probate proceedings were originally instituted, a certified copy of the license, order of confirmation and of the latters of the fiduciary showing them in full force and effect as of the date of the execution of the deed should be recorded in addition to those matters heretofore mentioned. All consents and waivers of notice of hearing on probate proceedings affecting title to real estate should be shown, together with the fact that the persons consenting and waiving, acknowledge same before a Notary Public, as the Probate Code specifically states that no wavier of notice in a probate matter shall be considered as a wavier unless acknowledged before a Notary Public or other person authorized by law to take acknowledgements.

They tell me that all speakers have three speeches, the one they prepare, the one they give, and the one they talk over with themselves on the way home that they should have given. By reading a substantial portion of this epistle, I hope I have eliminated the last two. This concludes my portion of the program and thank you for your kind attention.



A Monthly Feature—

devoted exclusively to public relations subjects. Pin-pointed to the needs of the title industry, the series will cover advertising, direct mail, personal solicitation, speaking and promotion in general. Your contributions will help to make the series a success.

Abstracters' Liability Insurance

Just what does abstracters' liability insurance cover? How universal is its use? What claims have been paid under the terms of policies now in force? Mr. J. C. Parish, Secretary of the St. Paul Fire and Marine Insurance Company gives us the answers in this article, published originally in the Missouri Titlegram.

Under all land and its improvements lies the title—the transfer of which rests within the scope of the business of an abstracter. The importance of the abstracter to our economy is obvious, particularly when we consider that almost everyone, at least at some time in his lifetime, will be affected by his efforts. Unlike the transfer of other types of property, the transfer of real property is usually much more complex because of regulations as to its transfer, its use and the many different types of participation various persons may have in it.

With the modern and ever-growing regulations that affect the transfer of title, it requires not only greater educational and experience requirements of the person who holds himself out to the public to serve them on a fee basis, but it places upon the abstracter greater care and responsibility in so doing. In this respect, the abstracter's responsibility under the law to his client is not unlike that of others engaged in one of the other skilled professions.

The abstracter must exercise the same skill and knowledge as other members of his profession and by virtue of his responsibility to the buyer or seller of real property is under certain obligations to him. He is held to that care which an ordinary, reasonable and prudent abstracter would exercise in the same or similar circumstances. If he fails

in the performance of his duties, he may be held personally liable to his client for the damages ensuing from his actions whether the same constitutes a violation of his contract with his client or a negligent performance or failure to perform his duties prescribed in the relationship.

Thus, we can conclude that he is liable if, to the damage of the person employing his services, he negligently or erroneously omits from his abstract any notice, judgement, mortgage, pending obligation or other lien or encumbrance affecting the title or if he incorrectly reports the quantity of the land conveyed. The abstracter is not generally considered a guarantor of title but contracts that he will faithfully and skillfully do the work which he contracts to do.

Some ten years ago and in recognition of these obligations, we were fortunate to be contacted as a company by the American Title Association to provide professional liability insurance for the abstracting profession. It is natural that over the years questions involving interpretation of coverage as well as practices and procedures of abstracters should arise. These past years have taught us something of the business, and although we still have much to learn, we have profited by our experience and the counsel and suggestions of friends in the abstracting business in solving some of the problems involving underwriting as well as claims.

We believe the policy as now printed presents broad protection set forth in understandable language. It protects the abstractor in his professional capacity as a title abstractor and pertains exclusively to his professional services rendered. It agrees to pay on behalf of the insured or his estate all sums which he or his estate shall become legally obligated to pay by reason of the liability imposed upon him by law for damages arising from any claims 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. Thus, coverage is provided should an error occur whether the abstract is made for a client or for the use of a title insurance company upon which a title policy may be issued.

In recognition of the changing trends in the methods of the title abstracting, the following wording was inserted in the insuring clause of the abstractors' policy in 1953:

The professional services for others, as a title abstractor shall include such memoranda, certificates issued in lieu of abstracts, notes and references to chains of title as well as name searches, tax and assessment searches which are furnished or compiled by abstractors as a basis for an examiner's inspection.

Prior to the above insertion in the policy, it was necessary that an actual abstract be in existence before the coverage of the policy would be effective. In view of the fact that many title insurance companies permit the agent-abstractor to prepare the above data rather than the formal abstract, this extension of the policy was granted.

The defense and supplementary payments section of the policy agrees to defend in the abstractor's name all suits alleging such negligent acts, errors or omissions whether the suit be groundless, false or fraudulent. It provides payment of costs taxed against the insured in the suit, as well as other supplementary expenses,

including reimbursement of the insured for all reasonable expenses incurred at the consent of the Company. The amounts so incurred are paid in addition to the applicable limits of liability of the policy.

The Abstractors' Liability Policy applies to claims, suits or any other action arising during the policy period. Thus, regardless of when the error occurs, if the claim is brought during the policy period, there would be coverage. Since coverage is afforded for claim occurring in the policy period, the only safeguard to continued coverage is to keep the policy in force. This policy is a legal liability policy, and thus it is limited to the insured's legal obligations rather than to what may be termed moral obligations. Thus, if the statute of limitations has expired on an abstract prepared by an insured, he has no legal liability and coverage would be limited to defense if action is brought.

The Abstractors' Liability Policy contains a broad insuring clause which must be defined or qualified by certain restrictions. Dishonest, fraudulent, criminal and malicious acts and claims, for libel, slander and assault or battery have been excluded. Since this is an errors and omissions policy based upon negligence, these acts are usually willful or intentional by nature and should not come within the scope of this policy.

Claims arising out of the ownership, maintenance and use of property and to bodily injury, sickness, disease or death of any person, or to injury to or destruction of any tangible property are excluded. These claims are subjects of public liability policies and refer to the premises and



operation hazards rather than to professional services. Coverage for these claims can be procured under various types of public liability policies.

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

Finally, claims under the Federal Securities Act of 1933 are excluded. It is conceivable that this act, which calls for full and fair disclosure of the character of securities held, might be extended to include real estate transactions. Consequently, the liabilities imposed by the act might conceivably be invoked against the abstractor. The purpose of this policy is foreign to the intent of the act, and any claim arising from violations of the act has been excluded.

In a number of instances, questions of coverage have been raised when the insured, who in addition to being

An examination of the claims we have encountered under this policy shows that they fall into the following general classes:

- (1) Failure to show recorded mortgages and mechanics lien.
- (2) Tax liens overlooked and taxes certified as paid were not paid.
- (3) Errors caused by confusion of legal description.
- (4) Failure to show easements.
- (5) Erroneous assignment of royalties.
- (6) Failure to make complete abstract.

The amount of liability each abstractor should carry is entirely at his own discretion. It is difficult to determine what limits should be carried, but obviously a firm drawing abstracts for commercial clientele might necessarily carry higher limits than those of a firm specializing in dwelling property.

The abstract and title field is a dy-



**IS THE MONTH
19TH IS THE DAY
ANNUAL CONVENTION
HOTEL COMMODORE
NEW YORK CITY**

an abstractor is an agent for a title insurance company, has in the preparation of a title policy failed to type in certain exception or has not followed instruction of the title company in the preparation of the policy. Errors made in the typing or preparation of title policies are not covered under the abstractors' policy. Errors in this situation are not those made in his capacity as an abstractor.

Our country-wide experience since we began writing this coverage in 1949 has been 41%. The break-even or permissible loss ratio for this coverage considering acquisition costs and general overhead is 51%.

dynamic industry. Changes are constantly taking place, particularly in the trend toward a dual capacity of an abstractor and title insurance agent. With this combination, additional liabilities and possibilities of loss are created, and, as a consequence, we have received many inquiries as to questions of coverage and the feasibility of extending the abstractors' policy to cover these contingencies. These subjects have many ramifications, and, as a result, we, in conjunction with the insurance committee of the American Title Association, are currently making a study of these problems.

They Knew



We Were There

The New Orleans Times-Picayune Said . . .



JOSEPH H. SMITH (left) and GLENN P. CLASEN
Famous property title in hands (at last) of city

Association Presents Certificate to Clasen

Well, the city of New Orleans has finally acquired "title" to its French Market.

Although the market has been there for nearly 250 years it was not until a policy of Owner's Title Insurance was presented by the American Title Association that ownership became "official."

The association presented the document to acting Mayor Glenn P. Clasen. By a funny coincidence, the same association opens a three-day convention here Thursday.

In exchange for the sure-enough title, Joseph H. Smith, national secretary of the association, got from Clasen a key to the city.

Cup that Cheers

The document describes the old French Market in a spirited combination of French and English as "a certain tract of land . . . together with all the buildings and improvements thereon, consisting of les Halles des poissonieres, boucheries, et vegiteaux, with the right to garner therefrom such delicacies as Italian-forget-menots (garlic), succulent ecrevisses (crawfish); and to quaff, ad lib, and

ad infinitum, the cup that cheers but does not inebriate at two picayunes a libation."

After nearly 250 years it does not exactly come as news that the market is situated "on the former quays of the old city of New Orleans." But then that's the business of abstracters and real estate title insurance men.

Title Traced

These are the people who go back into the history of ownership of a piece of real estate and this is what, in part, they determined about prior ownerships of the French Market:

"It was acquired by the city of New Orleans from the Congress of the United States which had acquired same from Napoleon by the Treaty of 1803, from France, at 40 cents per acre for the whole of the Louisiana Territory, which, of course, includes

The New Orleans States-Item Said . . .

'Hidden Traps' in Land Title Cited at Meet

The importance of having titles examined to find "hidden traps" in purchased property was stressed here today.

Officials of the American Title Association made this point at the mid-winter conference of the association today at the Roosevelt hotel.

Saves Time, Money

"For instance," said James W. Robinson, public relations director of the association, "there might be various things you never heard of. The man who sold you the property could have been perfectly honest, but he might have had a wife in Australia or Japan who had an interest in the property he sold you. He might have bought the property from a minor. There might have been an undisclosed heir. Any one of these things could cloud your title to the property. A title company would check into the title beforehand and save you from losing time and money."

Ernest J. Loebbecke, president of the Title Insurance and Trust Co., of

the above described property; Napoleon had acquired same from the king of Spain: and the latter king, earlier, from the king of France, who, originally had acquired said described property from the Indians . . ." Well you know title men.

Right to Trade

The policy, also sets forth:

"1. The perpetual right of the savages to trade their wares within the described premises.

"2. The 'divine right' of women to be first served.

"3. The 'inevitable right to the male of the species' to pay for all of the purchases therein bartered."

Despite the legal mumbo-jumbo, Smith acknowledged that there may still be one more claim to ownership: That would be forthcoming, of course, from Russia.

Los Angeles, the largest in the world, said the title insurance companies must keep abreast of modern developments, such as electronic equipment, punch card systems, photography and other methods to improve service to the lending public and to property purchasers.

Aid in Road Project

He said that title insurance men will co-operate wholeheartedly with the big federal highway program in order to help states acquire needed land as efficiently as possible. The title companies can see to it that the titles to lands acquired by the various states for the federal highway are in good order.

One of the big problems being discussed at today's meeting is the development of standard procedures out of the conflicting forms used in different states.

Regrets were expressed by the association over the death of its executive vice-president James E. Sheridan of Detroit, who had served for many years. Joseph H. Smith is the successor to Sheridan.



100% Attendance As Board of Governors Meets

In a spirit of jest, of course, President Loebbecke gave his definition of a convention as "a meeting designed for the purpose of permitting the members to have fun and for the officers to work."

The Board of Governors took him seriously, with one hundred percent representation at each meeting, some of which continued far beyond the dinner hour.

Among the many important matters that were considered by the Board were:

RECOMMENDATION FOR SUPPORT of the project of the Villanova School of Law by a contribution of one-half the cost of the compilation of statutes and case law of all states and territories concerning the public regulation of abstracters and title insurance companies. This contribution is to be made available for the study only upon the assurance that sufficient funds to finance the cost of the balance of the project have been subscribed by individual companies.

Completion of this project will make available for the first time all of the necessary information on title insurance laws and abstracters licensing laws in a single volume.

THE EXECUTIVE COMMITTEE and the Board of Governors agreed that a complete study would be made of the operations of the Headquarters Office with the objective of serving Association members more effectively, particularly with respect to making the ATA Directory and the proceedings of each annual conven-

tion available in a more timely and useful manner.

ESTABLISHED THE TIME AND PLACE of the 1960 Mid-Winter Meeting as the Riviera Hotel, Las Vegas, Nevada, February 26 and 27.

ACCEPTED THE RECOMMENDATION of the Film Committee and executed a contract with the Jamieson Film Corporation for the production of an animated movie.

GAVE SERIOUS CONSIDERATION to the resolution of the Land Title Association of Arizona, which involved matters of extreme interest to Arizona members and which are now before the Supreme Court of that state.

DISCUSSED IN GENERAL TERMS the program of the American Title Association Convention to be held in New York City, October 19-22.

AGREED TO POSTPONE until the next meeting of the Board in New York in October, the determination of the site of the 1961 Convention.



**IN THE
ASSOCIATION
SPOTLIGHT**

New Plat Book For Isabella County

Harold Preston, President of the Isabella County Abstract Company, Mount Pleasant, Michigan, has discovered one way to cement relations with his customers. He has prepared a 20 page booklet, listing the names and locations of all recorded plats in his county. The pamphlet is distributed to lawyers, banks and loan companies, realtors, city and county officers, supervisors, and assessors.

Says Harold, "One hundred books are enough to cover our county, at a cost of approximately \$20.00 for making the stencil, mimeographing and the paper. We would not accept a fee from anyone for this booklet, and I don't know where I can buy so much good will and advertising for so little money."

Titlemen in Successful Panel

Moderated by Robert J. Jay, President of the St. Clair County Abstract Company, a panel discussion "Title Evidence in Land Acquisition" was presented last month to the Michigan Chapter of the American Right of Way Association.

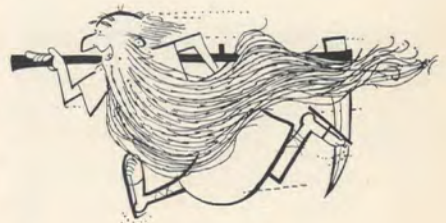
Participating were, Clarence Burton, Vice President, Burton Abstract and Title Company, Ralph Jossman, Assistant Chief Title Officer, Lawyers Title Insurance Corporation, Edward A. Maier, Vice President, Abstract and Title Guaranty Company, and Gerald T. McShane, Secretary of the Michigan Title Company, Grand Rapids.

Congratulations to Union Title

Union Title Insurance Company, San Diego, California opened the doors recently of its new two-million dollar building at 220 "A" Street, commemorating 84 years of title service to San Diego County. The history of Union Title's growth is the story of the city's rise from a tiny community of 400 citizens to the seething metropolis of 1959. The company's confidence in San Diego's future is attested by this beautiful new building.

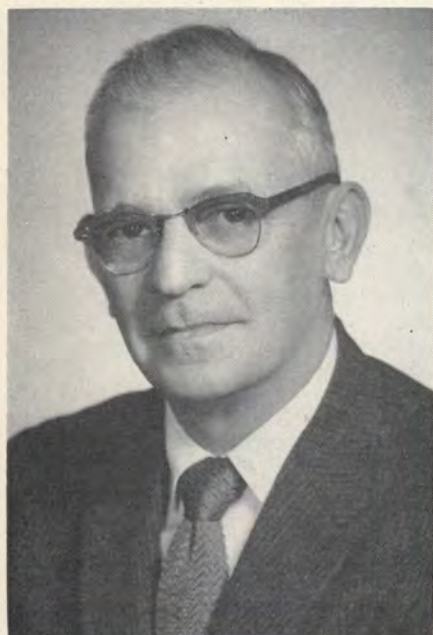
Monroe County Abstract Company 119 Years Young

Congratulations to the officers and staff of the Monroe County Abstract Company, particularly to George J. Jay, Otto C. Kurtz, Robert J. Jay and Ted Hill, on this, the celebration of 119 years of continuous service to the real estate buying public. We understand that none of the four named were present at the company's birth.



Film Committee Gets Go Ahead Sign

There is a moral to this story. And the moral is "don't accept a committee assignment under the chairman-



ROBERT K. MAYNARD

ship of Bob Maynard unless you expect to work at it" !!!

Meeting for the third time in as many months, the committee, consisting of Robert Stockwell, Union Title Company, Indianapolis, Indiana, Alvah Rogers, Jr., Title Insurance Corporation of St. Louis, Missouri, William J. Harris, Houston Title Guaranty Company, Houston, Texas, Palmer W. Everts, New York State Title Association and James W. Robinson, American Title Association, viewed sketches presented by Bruce Jamieson, the producer, and after considerable discussion of the merits of animation as compared with live action, unanimously agreed to recommend the production of an animated film, with possibly some live action at the discretion of the producer.

The contract, at a figure of \$17,500, has been executed with the Jamieson Film Company, upon whom the responsibility now rests for the preparation of an initial script. It is anticipated that the finished film will prove to be a valuable public relations tool for all members.

New Title Legislation for North Dakota

Recent legislation pertaining to real estate title insurance companies was enacted by the legislative assembly of North Dakota. Designated as Senate Bill No. 230, the new law, which provides that any company doing business in that state must issue its policies upon record title evidence secured from a duly licensed abstractor and an examination of that evidence by an attorney duly admitted to practice law in the State of North Dakota, was passed without a dissenting vote by the Senate and with but 5 dissenting votes by the house.

Minnesota Title Company In Expansion Move

Based upon sales increases in excess of 50% over the previous year, and in anticipation of the company's continued growth, Howard Kornitz, President of the Minnesota Title Company, Milwaukee, Wisconsin, has announced the following promotions:

Arnold Vogel was named Title Officer in charge of the Title Insurance Department

Charles J. Boll was named Abstract Officer in charge of the Abstract Department

Gertrude L. Stechauner was named Assistant Secretary

Arkansas Land Title Association To Hear Reppert

Arthur L. Reppert, Chairman of the Abstracters' Section of the American Title Association, and President of the Clay County Abstract Company, Liberty, Missouri, will be the principal speaker at the Annual Meeting of the Arkansas Land Title Association, Hotel Marion, Little Rock, Arkansas on April 26.

Harold Moore Retires

Harold A. Moore, Senior Vice-President of Chicago Title and Trust Company, retired on February 28 after twenty-eight years of service with that company. He will continue on the board of directors of the company.

Throughout his entire business career, Mr. Moore has been prominent in civic, professional and educational organizations in the Chicago area. Among his many activities, he is a director and past general chairman of the Community Fund, director and former chairman of the board of the Chicago Better Business Bureau, member of the board and former vice chairman of the Salvation Army Advisory Board, member of the advisory board of Peacock Camp for Crippled Children, director of the U.S.O. and former member of the board of the Welfare Council of Metropolitan Chicago.

He is also past president of Chicago Mortgage Bankers Association and the Executives Club of Chicago, and a member of the Commercial Club and the Chicago Real Estate Board. He is a trustee of the University of Chicago and member of the university's Citizens' Board and a Northwestern University Associate. He is president of the Western Golf Association, member of the executive committee of the U.S. Golf Association, director of the National Golf Fund, Inc., and member of the Military Order of World Wars. His present status is that of Brigadier General of Illinois Reserve Militia, retired.

American Title Insurance Company Optimistic

Directors of American Title Insurance Company, Miami, Florida, have declared an extra dividend of 2½ cents per share in addition to a regular quarterly dividend of 7½ cents per share.

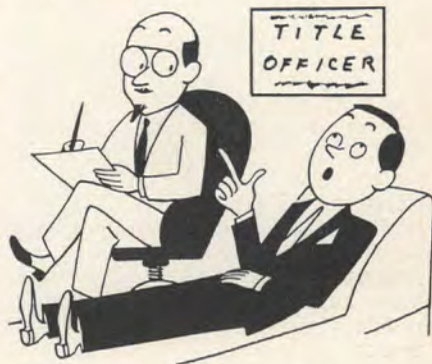
Both are based on 500,000 shares of outstanding common stock and are payable March 23 to shareholders of record March 12.

Joseph Weintraub, board chairman, said that the company is optimistic about economic conditions for the immediate future and that directors intend to declare the extra 2½ cent dividend as long as conditions and earnings warrant it.

American Title is continuing to expand its operations. The company recently was licensed to do business in New York State. It is now licensed in 34 states, the District of Columbia, Puerto Rico and the Virgin Islands.

"BUT NOT FORGOTTEN"

The American Title Association, in recognition of Jim Sheridan's loyalty and service to the industry, will publish a special edition of Title News, "The Story of James E. Sheridan." Copies will be mailed to all members soon.



... then she asked me for a simple explanation of the rule against perpetuities.



Public Relations Program Outlined

A comprehensive program of public relations for all A.T.A. members was formulated at a meeting of the Advertising and Public Relations Committee in New Orleans on February 17. Carl Scheuch, Jr., committee chairman and Vice-President of the Puget Sound Title Insurance Company, Seattle, Washington, pointed out that for the first time in Association history, there now exists a separate department with facilities for planning and carrying out the many activities which will result in favorable public attention for abstracters and title insurance companies.

Both immediate and long range objectives were discussed, and the committee enthusiastically endorsed a program of closer cooperation with related professional groups, an aggressive campaign directed at the general public and greater assistance to State Associations and members.

With a view to the further expansion of public relations activities in the future, the committee gave consideration to the constructing of a display to be used at homebuilders shows, mortgage bankers conventions, etc., to the possibility of a limited amount of paid advertising, and to a cooperative effort with other groups aimed at the development of some national event to encourage the public to review their personal inventories, including, of course, evidence of title to their real estate. All of these matters will be discussed in detail in future issues of TITLE NEWS.

New Board Members for Lawyers Title

George Rawlings, President, announced the election of George V. Scott, Senior Vice-President, and Hart McKillop, Vice-President, to the board of directors of Lawyers Title Insurance Corporation. Mr. Scott is stationed in the Richmond home office and has been with the company since 1931. Mr. McKillop is in the Winter Haven, Florida, branch office and has been with Lawyers Title since 1936.

Soaring Income Announced By Security Title

William Breliant, Chairman of the Board of Security Title Insurance Company, Los Angeles, California, has announced that gross income and net income of the company for 1958 exceeded those of 1957 by an encouraging margin.

"With a total number of 99,002 orders received in 1958" he pointed out, "compared with 88,944 in 1957, there was an increase of 11.3 per cent."

The last half of 1958 produced the largest gross and net income of any similar period in the history of the company and the volume of business so far in 1959 is at record breaking levels.



In Memoriam Mrs. George E. (Vivian) Harbert

The deepest sympathy is extended to George Harbert, Past President of the American Title Association and President of DeKalb County Abstract Company and Rock Island County Abstract & Title Guaranty Company. His wife, Vivian, passed away Sunday, March 1st from a heart attack.



Mr. James W. Robinson
Director of Public Relations
The American Title Association
Detroit 26, Michigan

Dear Jim:

The Chicago District of the Internal Revenue Service has in the past year proceeded under Section 6335 of the Federal Revenue Code and its related Seizure and Sale provisions in an effort to obtain satisfaction of delinquent federal taxes. The procedure under the Seizure and Sale sections of the Federal Revenue Code involves no judicial proceedings and by reason of that fact there are serious problems in connection with insuring titles derived under these sales.

Section 6340 of the Code provides that a copy of the record of the Internal Revenue Department, setting forth information regarding the amount of the tax, the date of seizure and sale, and other matters relating thereto, when certified to by the Secretary of the Treasury or his delegate "shall be evidenced in any court of the truth of the facts therein stated." There are not many cases involving the type of evidence required to be furnished by one claiming through a sale of this type in the event of an attack on title, but those cases indicate that although the records of the Internal Revenue Department constitute prima facie proof, such evidence can be refuted. These cases also indicate that the burden is on the party claiming under the tax sale to establish that the requisite action was taken, particularly in the matter of the service of proper notice and demands in connection with the sale. It would appear that there might be difficulty in obtaining from the Revenue Department copies of the various notices and demands and proof of service for the reason

that the department ordinarily is not at liberty to disclose information with respect to a taxpayer except upon request of the taxpayer. Needless to say, the request from the taxpayer would not be forthcoming in the event he sought to attack the title of one claiming through such a tax sale.

Although we have insured a few titles coming through such sales when the property had small value, generally we have refused to insure in the absence of a judicial proceedings confirming the title of record. The indications are that the government is going to make use of this procedure in an increasing number of cases. We are informed by the local representatives of the Internal Revenue Service that they have proceeded under the Seizure and Sale provisions of the Revenue Code for a considerable period of time in various other parts of the country.

In view of the fact that our experience with this procedure has been limited to a few matters arising more or less recently, I would be interested to know what experience others in the industry have had in connection with the insurance of titles of this type.

E. A. PETERSON

From Geneva, Switzerland

January 6, 1959

Title News
American Title Association
3608 Guardian Bldg.
Detroit 26, Mich.

Dear Sirs:

In connection with some research I am undertaking I would like to secure a copy of the following article which appeared in Title News:

*Traveling and Entertainment
Expense*

Title News 37:3, March 1958

Will you kindly send me a copy if available and let me know now if there is any cost involved. I will send you the money just as soon as you advise me.

*Sincerely yours,
Jerome J. Jacobson*

meeting timetable

- APRIL 2, 3, 4, 1959
Texas Title Association
Hilton Hotel
San Antonio, Texas
- APRIL 10, 11, 1959
Central States Regional
Drake Hotel
Chicago, Illinois
- APRIL 24, 25, 1959
Oklahoma Title Association
Skirvin Hotel
Oklahoma City, Oklahoma
- APRIL 24, 25, 1959
Minnesota Title Association
Nicollet Hotel
Minneapolis, Minnesota
- APRIL 26, 27, 1959
Arkansas Land Title Association
Hotel Marion
Little Rock, Arkansas
- MAY 1, 2, 1959
Abstracters Short Course
University of Florida
Gainesville, Florida
- MAY 3, 4, 5, 1959
Iowa Title Association
Sheraton Montrose Hotel
Cedar Rapids, Iowa
- MAY 8, 9, 1959
New Mexico Title Association
Desert Aire Motor Hotel
Alamogordo, New Mexico
- MAY 14-17, 1959
California Land Title Association
Fairmont Hotel
San Francisco, California
- MAY 15, 16, 1959
Atlantic Coast Regional
Mayflower Hotel
Washington, D.C.
- MAY 22, 23, 1959
Pennsylvania Title Association
38th Annual Convention
Claridge Hotel
Atlantic City, New Jersey
- JUNE 1, 2, 1959
Southwest Regional Conference
Adolphus Hotel
Dallas, Texas
- JUNE 4, 5, 6, 1959
Wyoming Title Association
Casper, Wyoming
- JUNE 10-12, 1959
Illinois Title Assn. (52nd. Annual)
Drake Hotel
Chicago, Illinois
- JUNE 12, 13, 1959
South Dakota Title Association
Lawler Hotel
Mitchell, South Dakota
- JUNE 17-20, 1959
Oregon Land Title Association
Timberline Lodge
Timberline, Oregon
- JUNE 25-27, 1959
Colorado Title Association
Hotel Colorado
Glenwood Springs, Colorado
- JUNE 28-30, 1959
Michigan Title Association
Belvedere Hotel
Charlevoix, Michigan
- JULY 10-13, 1959
New York State Title Association
Saranac Inn
Adirondacks
- SEPTEMBER 13-15, 1959
Ohio Title Association
Cleveland, Ohio
- SEPTEMBER 20-22, 1959
Missouri Title Association
Conner Hotel
Joplin, Missouri
- SEPTEMBER 21-24, 1959
Mortgage Bankers Association
Hotel Commodore
New York, New York
- SEPTEMBER 27-29, 1959
Nebraska Title Association
Town House
Omaha, Nebraska
- OCTOBER 2, 3, 4, 1959
Washington Land Title Association
Harrison Hot Springs Hotel
British Columbia
- OCTOBER 19-22, 1959
American Title Assn. Annual
Commodore Hotel
New York, New York
- (New York State Title Assn.
October 20, 1959)
(one day meeting in conjunction with
ATA Convention)
- NOVEMBER 9, 10, 1959
Indiana Title Association
Lincoln Hotel
Indianapolis, Indiana



And Beneath the Land . . .

WHAT does the land know of the fretful impatience of men? The land lies quiet; the mother of all life, yet quiet as if life and time had no meaning; quiet beneath the driving clouds, the wandering winds, the endless procession of the seasons, quiet beneath the hand of God.

The land lies quiet with its allies, the sun, wind and rain; lying patient and empty beneath the sky, mantled with snow; then warming under the sun, clothing itself with green, welcoming the birds, feeling the corn leap on the warm nights; then clothed with color such as men cannot contrive . . . and then relapsing into the quiet, the waiting, of winter . . .

And when man comes to love the land and share its bounty, he and the land can labor together, and the hand of God helps them; for the land loves hearthstones, and yields abundance;

and when man has gone, as man must always go, no scars remain.

But when man comes to fret and misuse the land, to strip away the fertility gained of eons under the slow rake of time, then the land turns her back upon him, and he slinks away leaving only shame and desolation.

And when man comes in bitterness and hate to tear great wounds in the yielding earth, and to poison those wounds with steel and cordite, then the land feels the endless sorrow of God, and hastens to wash away the wounds with cooling rain, and covers them with the soft green of the grass, and receives into her arms the bodies of the sons of men, and again lies quiet with her allies, the sun, wind and rain . . .

For what does the land know of the fretful impatience of men?

—Wm. G. Law.