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# TITLE NEWS

*Official Publication*

THE AMERICAN TITLE ASSOCIATION

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Proceedings of the 1944 War Conference  
CHICAGO, ILLINOIS

*(Continued)*

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Volume 24

May, 1945

Number 3

# TITLE NEWS

*Official Publication of*

THE AMERICAN TITLE ASSOCIATION

VOLUME XXIV

NUMBER 3

## Abstracters Section

A. W. SUELZER, *Fort Wayne, Ind., Chairman, Abstracters Section, Presiding*

Chairman:

This is the Abstracters' Section. In these meetings we will confine ourselves strictly to matters of interest to the Abstracter. It is, and it should be, our aim and purpose in these discussions to help each other in the solution of our mutual problems, of which there are a great many, to the end that we can return to our several offices with new ideas to make our services in all phases more effective for our own advantage and also the advantage of those who rely on them.

We meet in critical times for our industry. There are great issues in the immediate prospect—issues that are most vital to all of us.

You will be shocked to hear me express the opinion—and it is no more than my own opinion—that it is within the possibilities—and note that I said possibilities—that within perhaps as short a time as the next 12 months, a substantial portion of our delivered title evidence may not be in the form and may not produce the unit price we have consistently contended for, for scores of years, as necessary to the protection of the public and the safety of real estate as an investment.

What I shall say to support this opinion is still largely in the realm of speculation. Many of you will be inclined to shrug it off; but let me warn you that it is far better to over-emphasize a danger and be prepared to meet it than to underestimate it and suffer for lack of preparedness.

We abstracters have in common an abiding trust that if we continue to maintain our plants carefully, continue to turn out our product in its present form, with reasonable accuracy and promptness, nothing much will ever happen to disturb our security.

But that was yesterday. Yesterday our economy walked on a beaten path. The rules were fixed and everybody knew and abided by them. There had been no war. There had as yet been no miracle of war production. There were no alphabetical boards empowered to make regulations from day to day, each with the force of law.

We have been reading in the papers for quite a while that when this war is over it is going to be a tremendous problem to find jobs for all those now employed and for the returning soldiers. One of the means to be used to accomplish this purpose will be to undertake a tremendous housebuilding campaign.

The number of units mentioned is fantastic. I have read of plans to make it possible for every G.I. Joe, who wants a house, to build one when he comes home. I have heard the number of units placed as high as 10,000,000. When you take into consideration that the entire H.O.L.C. effort produced about a million loans you have a measure of the vastness of this project.

Such a vast program will create a tremendous demand for title evidence. That demand — quantitatively — will require us to turn out many times what

we normally turn out, with time always of the essence. That will bring great problems—more acute in larger places and where title services are furnished exclusively by two or three companies, less acute in smaller places or where the business of furnishing title evidence is more diffused.

We must be prepared to meet this demand, on whatever terms — as to time, form of evidence, fees to be paid — are demanded. If we are not, ways will be found to meet it. Our war production proved beyond a doubt that brains and ingenuity can be found to supply any need, even though it be for title evidence, and even though it be outside the title industry as now constituted.

When the demand is to produce a hundred, five hundred, or a thousand houses, all financed, constructed and ready for occupancy in two months, or three months, or five months, there will be no waiting for a typist to hammer out one hundred and fifty pages of abstract, more than half of which is — it is often contended — for all practical purposes, dead as the dodo.

That building project is going to be put over. What was accomplished in war production from a standing start proves that it can and will be put over no matter how astronomical the figures involved.

We cannot sit back assured that in this tremendous project the necessary title evidence — as to form, as to the time within which it must be furnished to keep in step with the rest of the project, as to the fees to be paid for it — will be as we dictate, particularly in the matter of cost, when ten million G.I. Joes, and any number of service and patriotic organizations, and newspapers, are going to be critical about the cost, and when every politician in the country is going to beat his breast and make capital out of seeing to it that the cost to G.I. Joe will be at the irriducible minimum.

There are other considerations, collateral to the main issue, that we must at this time give place in our thoughts. Jim Sheridan can tell you that in the land acquisition projects adverse pressure was exerted many times with respect to the form and the cost of title evidence. For over two years Jim has been tearing in and out of Washington,

ferreting out machine gun nests that were sniping at the abstracter, and wiping them out. You could have no conception of the ramifications of his job and of the results he gets, unless you were privileged, as I have been these past two years, to read his reports and correspondence. Jim can tell you of pressure exerted to take cheap properties without any title evidence, to take other properties on a short term abstract, pressure for terms under which the abstracter was offered an inadequate fee with a not too veiled threat that, if he did not agree, a force might be put into his own Recorder's Office to provide such title evidence as was necessary.

All of these things mark a trend; and it is a trend among some of those who may direct the housing project. Let us not be blind to it.

And it is not only a trend in the Federal Bureaus. You can see the trend in the laws state legislatures are passing to vest absolutely, and to make secure against any kind of attack, thirty or forty year titles. You can see it in some of the Federal Land Banks specifying as sufficient for their loans a 25 year abstract. You can see it in the resolutions being adopted by County Bar Associations recommending fewer and fewer objections to defects that are more than a given number of years old, with the obvious conclusion in the offing that, if no defects prior to the period are to be considered, an abstract of the title prior to the period is a superfluity. You can hear it expressed right at your desk over and over by your lawyer and realtor friends.

This trend is going to be brought into sharp focus if we do not measure up to the demand that will be made of us in the reconversion period.

Do not mistake my purpose. I am not arguing for any kind of title evidence except that out of which you and I are making our living today and hope to go on making it tomorrow — full term abstracts. I am merely trying to open your eyes to dangers we may and probably will encounter.

Now what can we do about it?

We can and we must bestir our minds to constructive thought and action on these issues;—now.

We can, in the best interests of the safety of real estate as an investment, fight this trend wherever it rears its head; and so long as the American Title Association has its Smiths, Bucks, Sheridans and the others, who have done such a magnificent job, and so long as we are willing to do our duty in helping to finance the fight, instead of letting the fellows who are giving the time and making the effort in the fight dig into their own pockets—as they have done,—for necessary expenses, you can be sure of a fight every time one is necessary.

We can and we must plan, beginning right now, how best to meet and to put our house in order for the great demand for title evidence that will come out of this housing program.

We can and we must go through our plants, and our routines, and our product, and give intensive study to every detail of them, and weed out everything that is not indispensable, and find ways and means of producing an adequate, and not more than an adequate, product with a minimum of time, effort and expense.

We must streamline our facilities and our product.

We must train our personnel to higher efficiency in production.

We must give more thought to expense savers like cooperative take off.

We must make a special effort to establish closer relations with our competitors based on a mutuality of interest in the things that might come and on the necessity to stand shoulder to shoulder against threats from without.

We can plan in general—and intensively—for these two general objectives:

Starting immediately—

That when the demand comes our facilities will be such as to enable us to furnish title evidence in whatever form it is demanded within any reasonable limits of time prescribed;

As soon as we know anything about terms—

That our overhead and our fee

schedules will be so coordinated that in whatever form our services may be required they will yield an amount sufficient to maintain our plants and a high standard of service together with a commensurate profit.

## DISCUSSION

CHAIRMAN: At the mid-year meeting we had a great many discussions about advance estimates of abstracters' fees, and growing out of them the possibility of competition by price. We discussed the question as to whether or not we could refuse completely to make estimates.

A great many times what seem to be very simple questions can become of considerable value in these discussions. I noticed in the "Kansas Abstracter" a question by one of the members of the State Association as to what other members in the state were doing about carbon copies.

This man—if he needed two abstracts—made a carbon copy and delivered it. Sometimes he had carbon copies in his files covering certain proceedings, and when he needed them for another job he inserted a carbon copy in the abstract. He encountered some difficulties with the attorneys in his county.

It might be interesting to know how many of us will issue a carbon copy and charge the same for it as an original.

Take a situation like this: In a city you get an order for an abstract for a lot in a certain addition; and you make that abstract, and at the same time you make a carbon copy of it and put that into your files. In due course you get an order for an abstract for another lot in that same addition. The title, up to the time of the plat, is, of course, the same in both abstracts. Would you take that carbon copy; use it; bring it up to date for the lot in question; and then make the same charge for it that you would make if it had been an original?

Does anyone have any comments to make on that?

MRS. BORGMAN: If that copy was made for our own use, and we turn it

out as a complete new job, we charge full price for it.

Whether it is an original or carbon doesn't mean anything to the customer.

CHAIRMAN: The client has as much value from the carbon.

Have you ever had any objections to that?

MRS. BORGMAN: None. If there have been, they haven't come to us.

MR. ROY L. STONE (Memphis, Tennessee): We have a building and loan association in Memphis that went into receivership owning 1,600 pieces of real estate. I abstracted that proceeding in chancery court, as far as it affected the entire thing, and had 1,600 copies printed. I charged just the same for each of those 1,600 as I did for the first one.

CHAIRMAN: That gives us the same principle as if they had been carbon copies.

MR. F. L. MELIN (Springfield, Illinois): I don't know whether I am out of step or not, but I would like to find what is the policy of the different members in a situation where a subdivider comes along and wants 50 abstracts—what they base the charge on, for their finished product.

It has been our policy to prepare the master abstract and the subdivider takes it to the printer, under our supervision, and he has it printed; and we proofread it. He pays all expenses and brings it back to us; and we certify as he needs them.

CHAIRMAN: You make a charge for that?

MR. MELIN: Yes, we charge \$5.00.

I don't know whether or not we are out of step on that. We get a base; and we turn out each of them as he needs them. It seems to me \$5.00 is not too cheap after they pay all the expenses.

CHAIRMAN: Does anybody want to make any comment on that? It is an interesting subject,—on what basis you charge for wholesale jobs.

MR. J. H. MURRAY (Flint, Michigan): I might say that in a case such as this gentleman described, our procedure is identical with what he has outlined, although our job, in certifying each abstract as the subdivider

wants it, is charged for at three instead of five.

We have this condition: If we charge ten or fifteen, or something of that sort, and there are say 200 lots in the subdivision, the subdivider would immediately start multiplying 200 by 15. That means \$3,000.00 for abstracts. He would throw up his hands and try to figure out some other way he could get his abstracts a little cheaper.

CHAIRMAN: Let me draw you out on that a little farther.

You make a master abstract and make an original charge for it. You turn it over to the subdivider and let him have it printed, with possibly a blank certificate attached.

MR. MURRAY: As a matter of operation he sends it to the printer himself. We tell him he can select the printer, if he wants to do that. Ordinarily, he lets us send it to the printer, either one of our own choosing or one he chooses. We proofread it.

Then they are all sent back to our office and left on deposit with us.

It is kind of a dual ownership. They are his abstracts to the extent he printed them. We, however, try, in every instance possible, not to let the abstracts go out of our office without being certified. We try to make that arrangement with him; that when they are printed he leaves them in our office, and they will not be sent out unless they are certified.

We have had the experience where the subdivider keeps them in his possession. When he sells the lot, he hands one of these un-certified abstracts to the buyer. In due course somebody demands it be certified, and we charge the individual buyer for certifying it. Then the buyer is angry because he thinks we are making an unfair charge.

CHAIRMAN: Those abstracts are called for by the subdivider as he needs them; is that right?

MR. MURRAY: That's right.

CHAIRMAN: When he does need one he wants it certified to date?

MR. MURRAY: That's right.

CHAIRMAN: Do you make your usual charge for certifying them to

date? Do you make the charge the same as you would if it were one job, or do you give him some sort of wholesale arrangement on that re-certification?

MR. MURRAY: We charge him \$3.00 for certifying them to date, provided there is no additional matter to go on.

MR. MELIN: As he calls for them?

MR. MURRAY: As he calls for them.

It might be three or five years from now.

If there is additional matter, he pays for it.

CHAIRMAN: How does that differ from your normal charge?

MR. MURRAY: It is the same as our normal charge.

CHAIRMAN: In other words, you charge him for them as you would in the case of any other continuation.

MR. MURRAY: That's right.

MR. MELIN: Is that a bad policy or not? What is the reaction of the different members here to that?

CHAIRMAN: Anyone else want to comment on that?

MR. McSHANE: I just wanted to add something to what Mr. Murray was stating about the customer coming in and taking abstracts out. We have had the experience of having stored abstracts for perhaps fifteen years' time, and a subdivision has changed hands, and a new owner gets the bright idea of walking into the office and asking for all the abstracts. We have no recourse but to give them up.

So from now on, we have adopted a policy that when a subdivider wants abstracts printed, we require him to sign a letter to leave the abstracts with us; and in consideration of our storing those abstracts in our files, that all re-certifications or all initial certification of the abstract shall be done by us at the prevailing, new abstract fee—certification fee—whatever it may be at the time it is certified.

We found that when they are getting them printed they agree to that very readily and think it is a fine arrangement. So, I think we have handled that situation where we won't be losing abstracts in bulk after this.

CHAIRMAN: Here is a very small item that comes up in our office once

a year, and we don't like it. Life insurance companies who make mortgages in our county will, once a year, send us cards and ask us to search each of those cards—each card representing a mortgage—search the record as to taxes and special assessments, and make certain and note on the card that there are no delinquencies.

Their letter invariably ends about like this: "We are accustomed to pay 25 cents per card for this service, which we assume will be satisfactory."

Then you don't know whether or not to write them a letter and say that it is not satisfactory. You don't want to antagonize them because they are good clients. At the same time you feel that you are not being adequately paid.

We tried to get them to accept the job with a stipulation that because of the amount of the fee we didn't assume responsibility for possible error. That put us into trouble. We did not get away with it.

Does anyone have any experience on that?

MR. STONE: We have done a little of that work, not very much; but we have refused to ever do it for less than a dollar.

CHAIRMAN: You simply refused to do it?

MR. STONE: YES.

MR. LLOYD (Colorado): We haven't had that experience with the insurance companies, but we had it with the Federal Farm Bank, and we used to look those up for the 25 cents. After I took charge of the office, however, I wrote them and told them we wouldn't accept the work under a dollar; and since then I haven't heard any more from them.

CHAIRMAN: You mean you received no more business?

MR. LLOYD: Not on looking up the tax situation; but we have had any number of abstract continuations.

MR. J. L. GEHRINGER (Waukesha, Wisconsin): We have had several requests like that from Dun & Bradstreet, telling us they would pay us a dollar for the work. We just turned the orders back.

CHAIRMAN: Does anyone have any experience on this question? Most of us, I think, as a measure of economy, send abstracts by Railway Express,

which, of course, is much cheaper than sending them by mail.

The question has been raised in some localities as to whether or not the abstract is first class mailing matter that can't be sent by Railway Express.

MRS. BORGMAN: Mr. Suelzer—We make a flat charge of a dollar as a mailing fee. We put it in an envelope and send it by Railway Express. If it is less than a dollar, we are ahead that much.

CHAIRMAN: The Express charge is usually 36 cents, isn't it?

MRS. BORGMAN: We make it a dollar; that is the flat fee.

CHAIRMAN: Do you ever put in the envelope with the abstract a transmittal letter?

MRS. BORGMAN: Yes; we just enclose that right with the abstract.

CHAIRMAN: The letter of transmittal might make a great deal of difference.

We have made a practice of sending a transmittal letter by first class mail, and say in it that we are forwarding, under separate cover, by Railway Express, so-and-so.

MR. BULLARD: Mr. Chairman, in that case we send our transmittal letters by Railway Express, but we put a stamp on the letter and cancel it with pen and ink.

MRS. PEARL JEFFERY (Columbus, Kansas): I think the instructions in the state are that we are allowed to send the transmittal letter in the Railway Express envelope provided it only mentions what we are sending. You can't write any other information on it; but if your letter just says, "I am enclosing herewith abstract," and that is your transmittal letter, you can put that into the envelope and you are not supposed to put your postage on it.

CHAIRMAN: Is there a ruling to that effect?

MRS. JEFFERY: Yes. I have been trying to think where I secured that information.

CHAIRMAN: You wouldn't know whether it came from the Railway Express people or the Post Office Department?

MR. ROY JOHNSON (Oklahoma): Post Office.

CHAIRMAN: Mr. Johnson. Can you tell us a little more exactly what it is that is involved?

MR. JOHNSON: I think they have both covered the point. Whenever you put a letter into any type of Express, that automatically should go as first class mail, upon which there is a 3-cent stamp due the postal authorities; and you can simply place that on the letter and cancel it and accomplish the same thing. You don't have to send it separately that way.

MR. MURRAY: Mr. Chairman, someone told me recently (and I have forgotten who it was, but the person was apparently rather sure of the facts) that it was the Federal Land Bank that took the matter up with the Post Office Department to find out whether abstracts for the Federal Land Bank could be sent by Express; and the Post Office Department either ruled, or made arrangements with them, or made a ruling that would apply to them, to the effect that abstracts could be sent by Express. And that a letter could be enclosed, which would constitute only an inventory as to what was enclosed. Any other matter that went into the letter would be considered as first class mail.

I believe that is the same information Mrs. Jeffery stated.

CHAIRMAN: Here is another matter of policy. Charlie Eidson spoke to me about it this morning.

This question is: If you had a blanket mortgage covering four or five parcels of real estate, and in bringing an abstract to date for one of the parcels you found a partial release of the mortgage, releasing subject parcel, which partial release of course would appear in your continuation, and the next time the abstract came to you for continuation you found the blanket mortgage had been released in toto, the abstract already showing the release of the subject real estate, would you show the complete release in that subsequent continuation?

... Cries of "Yes"...

MR. MURRAY: Mr. Chairman, our practice in that case is not to show the complete release provided a part release is already shown.

CHAIRMAN: Here we have a man who doesn't show the complete release.

It would seem to me, without giving it much thought, that when you don't show the complete release, you can omit it only after drawing the conclusion

that an attorney alone should draw — that the partial release is an effective release.

And, of course, as an abstracter, you would prefer to show both of them and charge two fees.

I think that answer would give you enough of a reason to hang the double showing on.

MR. STONE: That is the theory we have always travelled on.

We are not examiners. If we omit that total release, we are passing on the total release.

MR. HOWARD CLARK (Valparaiso, Indiana): I think the answer to that question is "Yes"; that it should be shown.

Indiana has a statute that gives the recorder, by application, the right to cancel mortgages after twenty years from date of its natural expiration.

We go back to every job and check every mortgage, and we find that in 97 per cent of the case there have been old mortgages which were released, but some attorney thought they might be ineffective and therefore had the recorder put a lapse-of-time release on them. We show all these statutory releases even when there are several which release the same mortgage.

We feel that something has been added to the record, pertaining to the property, since the last continuation. So, in the light of that fact we feel it necessary to show lapse-of-time releases for old mortgages which have come up on prior continuations, or on the original job, and show all of them.

CHAIRMAN: But Mr. Clark, don't you encounter a little trouble with that?

MR. CLARK: In what respect?

CHAIRMAN: After all, the attorney might say with reason: If it is once declared dead, what is to be accomplished by having it declared dead over and over?

MR. CLARK: We have thought of that question — but in the past twelve years I have never had a complaint, so we are going ahead until we get the complaint.

You had a chap listed for discussion of estimates. Maybe you didn't want to bring this matter up because of being involved yourself.

I want to relate an experience. Mr. Suelzer and his people in Fort Wayne have agreed on something. May I go ahead with my story?

CHAIRMAN: Go right ahead.

MR. CLARK: They have agreed they can safely place a maximum price of \$125.00. When a man asks for an estimate, they tell him that it is to be so much an entry; so much a page for court matter, certificate, and so forth; but in no case will they have to pay over \$125.00.

I liked his idea. It was only three or four days after he told me that story that we happened to have two letters in the same mail from attorneys in Chicago. I wrote them on the same proposition, and both attorneys wrote me quite profusely and thanked me for that particular type of answer, and to go ahead. They would trust us to make the abstract and hoped it wouldn't be more than that maximum price we had set.

In fact, our experience has been very good on that thought, and I am going to continue it.

CHAIRMAN: Of course now, Howard, I don't want to bring up this subject again because I kept it going for about an hour at the last meeting, but I don't think you made it quite clear that the plan means to refuse all advance commitments.

MR. CLARK: That's right.

CHAIRMAN: We make no estimates whatever in advance, but do make a commitment on the maximum.

MR. EIDSON: Mr. Chairman, as to my question: My idea was to find out what others were doing regarding those repeated releases. We show them, but we have been criticized, with the statement, "It has been shown once. Why show it twice?" That is the reason I asked the question, to find out what other people were doing.

MR. B. F. HILTABRAND (Bloomington, Illinois): I wonder if the answer to that wouldn't be — we show them, of course — in your certificate. You certify that you show all matters of record affecting the title of the premises in question as from the last date; and certainly this full release affects the premises. Your partial release does

if it releases your particular property; but this full release comes on, and I would feel that it was certainly your duty under your certificate to indicate that.

That is your answer to your customer.

MR. EIDSON: Mr. Chairman, I would like to have a show of hands of those who do indicate the full release.

... Show of Hands ...

CHAIRMAN: That looks almost unanimous.

MR. EIDSON: Let me see those who do not.

CHAIRMAN: How many do not?

... Show of Hands ...

CHAIRMAN: Now those few who do not, know they can make an additional charge in their abstracts and be in line with the general thought prevailing.

This session is virtually at an end. Is there anyone who would like any specific subject discussed, or to ask a question?

MR. BULLARD (Oklahoma): I would like to know how many states have some kind of a statute of limitations on taxes? I understand one gentleman here from Iowa to claim they have a state statute of that kind, and we are interested in a law like that. I would like to see how many states do have a statute on it.

... Show of Hands ...

MR. CROSLY: The State of Iowa has a limitation on personal taxes, and personal taxes cease to be a lien after ten years.

Our taxes, for instance, for the year 1944, payable as of 1945 — I will figure it on 1934, and a tax due in 1934 would expire January 1st, 1946. So, we have a ten-year provision, and that takes in our old age assistance tax, which is now abolished for the years '34, '35, and '36. A lot of those are paid, we find, by inheritance, where some people come into titles people who had an old age assistance tax, and that was corrected. Ten years is our limitation on personal taxes.

MR. FRANK STEVENS (Texas): We have a statute which cancels all taxes prior to 1919, in Texas; also, a

ten-year statute with reference to school district taxes for independent questions?

CHAIRMAN: Any further questions?

MR. EIDSON: Mr. Chairman, I would like to ask what you do in those cases where you make an estimate of an abstract — you don't make any estimate — you just tell them it will not exceed \$125.00 — and your abstract runs \$200.00?

CHAIRMAN: The \$125.00 maximum is more or less an arbitrary figure, based on average past experience. You don't aim to get too much out of line. You figure that if you collect every dollar of schedule fee for every abstract, the gain will vastly offset the loss on the occasional abstract that might run above the maximum.

We reasoned that it was the very large fee on the occasional abstract that gave the abstracter a black eye and caused him trouble. So we figured for this maximum an amount that would not be much out of line with the average fee, but still wouldn't make many abstracts run over it.

We say to the client that while we cannot tell him what the abstract will cost, we can tell him how we compute the fee and that it will not cost more than \$125.00. Our average runs around sixty-five or seventy — in there.

MR. EIDSON: How much?

CHAIRMAN: Around sixty-five or seventy.

Then when he had made his arrangements on the basis of \$125.00, and the bill was only perhaps eighty, he felt good because he thought he had saved \$45.00. And if by any chance under our schedules it would run \$140.00, then he was also pleased, because he felt he has saved fifteen.

The point is that the money we were losing by advance commitments ran into such a large aggregate amount that the savings we have effected by that system have shown themselves to be tremendously worth-while.

We also save, of course, the time that it takes to look up and make the estimate — look up the chain of title.

Streamline Your Work—  
Save Time



C. W. DYKINS  
The Author

This Article Deserves Your Study  
Application of the IDEA will Bring  
Savings to Every Office

The Chairman:

And that brings us, quite naturally, to the next subject on the program, entled, "Streamline Your Work, Save Time," by C. W. Dykins, President of the Realty Abstract Company, Lewistown, Montana.

Mr. Dykins needs no introduction to those who have been coming to these conventions. Almost every year he has given us something very constructive. I should say for him this time that while he is undoubtedly fully up on the subject, he has had no opportunity to prepare a formal talk.

MR. DYKINS: Ladies and Gentlemen—Abstracters: I couldn't have asked for a better setting. I am used to wide open spaces. (Laughter) But please come up and fill the chairs in front. I am here to tell you something about an effort I have been making since the first of the year, which grew out of the necessity of doing something or doing nothing—either we had to reduce the amount of work in some way so that we could produce, or else we could not give any kind of service.

Yesterday, I felt like fighting a wildcat, even if they had thrown him right at me. By the way, it is hunting season in Montana for deer, and today I have "buck fever." If any of you don't know what that is, it means simply this: You have your gun and your ammunition—you have everything—the deer stalks across in front of you, slowly, and still you can't shoot. That is not a myth. It is an actual condition that comes many times, even to experienced hunters. I hope I can break the spell.

I will go back and give you a brief idea of what we have done in Montana—not that I wish to bring Montana to the front—but I do want you to know what happened out there.

## STREAMLINE YOUR WORK . . . SAVE TIME

Of necessity this talk and the illustrations will be devoted mostly to abstracts and the effect of streamlining instruments, shown therein, but do not lose sight of other phases of your work such as takeoff slips, card and other indexes, short cuts of all kinds that will save time in your office and elsewhere. There is a wonderful opportunity, when you become streamline minded, to work along so many lines and in so many ways. In doing this have one predominant thing in mind eliminating everything but the

## ESSENTIAL

The first of the year I decided our greatest need was streamlining our abstracts. When I first took up this idea, I didn't realize its

ramifications. I began to apply it to abstracting; and the Lord knows, even if He won't tell you, that our work surely needed it.

The results were wonderful. After eight months I find I can still streamline something I had already streamlined before.

You must bear in mind one thing: I cannot bring you streamlining from Montana that will apply 100 per cent in any other State. Whenever there was a question in my mind whether the showing was ESSENTIAL from a legal or examiner's standpoint, I consulted an attorney. I don't want you to get the idea that I was trying to give them something they wanted. I went at it from the point of view that I was going to try and argue them out of something they had been asking, which was not essential, if I could prove to them that it was not essential. And I succeeded! At all times work with your attorneys—they are as anxious to see streamlining succeed as you are.

Everything I am offering you is based on the Montana statutes; and the course you will have to follow in every state, is identical, based on the various statutes of that state.

I will give you an illustration.

We have a statute which provides that if certain things are set up in a tax deed, which naturally you would want to show in your abstract of the tax deed, eight matters become prima facie evidence. You can see what the result would be if you omitted them from the abstract of the tax deed. You would lose the effect of that statute as far as the examiner is concerned. And that is one person, the examiner, whom we want to work in conjunction with.

In an issue of the Montana Take-Off (March), which I edited, I proposed the idea of presenting it to the abstracters. It just happened that when I was at the lowest point, most discouraged, a Montanan who at one time won the National Abstract Contest (and I have never yet seen anyone who took one of his abstracts and looked at it without saying, "Ah, it's a beauty") came to town to attend a Republican convention. He couldn't find a place to sleep. My heart was touched and I took him in.

Then I took him to the office and showed him what I had done to some of his beautiful work; and I don't mean that word "Beautiful" in any other than its regular definition. He became enthused, which was a complete surprise to me. He has been streamlining his abstracts, more or less, for years. The results I affected in streamlining his abstracting was so pronounced, he became streamline minded right then and insisted I must present it to the abstracters at the annual meeting of the Montana Title Association, as it would mean so much to every one of them. I had sent out two requests in bulletins for samples of their abstracting, and I hope none of you are

like our Montana boys in that respect because not one sent me anything to work on. This has to be demonstrated by something that you and I, or someone else has produced. I see a fellow sitting in the front row here—and if I didn't do something to the material he sent me! He did not claim anything for it except it was a slight skeleton, yet I was able to pick it a little cleaner. (Laughter)

You will be surprised what becoming streamline minded and streamlining your work will do for you. I am not here to try and persuade you to do this, that or the other, or to do this, that or the other in any particular way. I don't want you to feel that any of you have to do a thing except as you wish to. If any of you have the ruff on the back of your neck up now, rub it down; sit back and take it easy. My idea of your becoming streamline minded, and I hope you all do, is that you will take the idea home with you, give it serious thought, study it carefully and then make an honest effort to apply it in your work. The beauty of the proposition is what you do is to be done in your own way, exactly as you think it should be, in your own language, determining for yourself as much or little what is essential as you see fit.

We went to the convention. I told him I would go on one condition—that he go along and help fight. It isn't such a pleasant thing to stand up before you fellows and try to reach you with something. I mean by that answering all your questions and trying to explain everything you ask about.

When we finished we had tried to answer every question put to us, including some that were fantastic. After we concluded, the president of the association asked for anyone to stand who would go home and not put this into effect immediately. It went over 100 per cent.

It afterwards occurred to me this idea might be something which would benefit every abstracter in the United States, and for that reason I am here, and for that reason only, because I certainly would rather be hunting deer than facing you. (Laughter)

I really believe this idea is workable and will help to solve some serious problems facing us, and especially we who do most of our own work. You cannot put streamlining in your office without saving time, and you are the one who determines the amount of time saved. If you are willing to do some real thinking and make an effort to apply it in your work, at least two things will happen, the idea will grow on you and be reflected more and more in your work. The more it is reflected in your work the more time you save and have for other things. At our meeting, after streamlining had been presented, a personal friend of mine came to me and said, "Dyke, my daughter and I run the business. We have been like all of you, overwhelmed.

I can see now where Betty, in carrying on her part, can do her work and perhaps have a little time left. And that leaves me a lot of time for my work."

If it will do that in that instance, I think perhaps if I can get the idea over, it will help all of you. And may I again remind you, I am not trying to interest you in any specific object, method, way, or anything but the idea of becoming streamline-minded. That is all I want you to be when you go home. Results obtained in eight months study and application of streamlining convinces me you can go back to your work, study your needs (they differ in every office), solve them yourself in your own way.

EVERY ABSTRACT OFFICE IN THE UNITED STATES  
CAN SAVE TIME BY STREAMLINING THEIR WORK.

In the aggregate think how any thousands of hours that means.

BEAR IN MIND STREAMLINING YOUR WORK AND  
SAVING TIME IS MERELY GETTING RID OF THE UN-  
ESSENTIAL.

My first illustration is a booklet gotten out after our annual meeting in Montana. It has in it merely ideas—examples of streamlining various instruments—not what you should follow—not what you should do—but it does attempt to show you what you can eliminate and still show everything essential to enable any examiner to pass on the title.

We produced a large number of these booklets and sent them—and get this, boys—to all abstracters who had paid their dues. We sent to all abstracters in the State the monthly "Take-Off," our publication, calling attention to the booklet; but if they hadn't sent in the fifteen bucks, they didn't get the booklet. (Laughter)

In the preface to the booklet, it states, "Streamline your work and save time. It should be borne in mind at all times that the idea of streamlining is elastic. That is, each individual may have some pet manner of showing the information on a sheet of paper and should be encouraged to maintain the idea."

It is immaterial how you show it. Just get streamlined-minded and work it out for yourself. (Holds up booklet) You see what can be done. Write your own ticket.

When I came to the preparation of this booklet I streamlined the instruments shown therein and turned them over to the fellow who had helped me present it at the convention. He agreed to get it out. When the booklet reached me, he had included his idea of stream-

lining some instruments. I will call your attention to a patent. We have only two forms of patents in Montana — one recites United States does give and grant — the other recites United States of America does give and grant. I streamlined the instrument to recite United States because the average examiner does not care for more. When the booklet came to me he had The United States of America. The instrument was still streamlined though a word or so had been added. I read a fine article on "What an examiner wants in an abstract." There are many things you fellows have been assuming, and you ladies, too, they want in an abstract, but they don't. All they want are the essentials of instruments and court proceedings.

I sent out requests to abstracters of sixteen states for samples of their abstracting. I wanted to see how you fellows are making up your work, and see if streamlining could be generally adopted by abstracters. I received samples from Colorado, North Dakoto, Oklahoma, Michigan, Arkansas and Missouri and started in to streamline them. Naturally the more some of the abstracters showed the greater the contrast and saving. I will show you samples of abstracting I received from the various states and the effect of streamlining each. A sort of before and after taking. I want you to follow me closely in this presentation. The distance you are from me makes it impossible to read anything on the samples, yet you can get the full effect by observing the amount of black and white appearing on the original and how much less black and more white shows when streamlined. The black is the typing and the more black these various samples show, the more time it took to write them.

Pardon me for again stressing the object of this talk, it is to show you how much less there is to write when you streamline your instruments, how much time you can save because they can be written that much quicker. I do not have to argue the point of time saving when this presentation will show 77 letters in the original, 40 in the streamlined; 326 in the original, 110 in the streamlined with a saving in every instance on the instrument from each state, and by this showing create in you streamlined-mindedness so that you will go back to your office, start studying and working out in your own way, just how you can use the idea of streamlining. The beauty of the idea is you are the one who must work out the whole proposition as it may be found practical in your work. It's up to you. If you are anxious to save time and be able to get your work out easier and quicker, you can do it by becoming streamlined-minded, study it carefully and then act. I want you to become streamlined-minded, the benefits will follow.

I will demonstrate streamlining by holding up in each instance so that all of you can see, first the original abstract of the instrument and then the same instrument streamlined.

## COLORADO

Exhibit A is from Colorado. The party who sent the abstract in said it is not exactly an abstract but shows the chain of title in skeletonized form. If examination discloses anything out of the ordinary, the examiner goes to the courthouse for further information.

### Exhibit A — ORIGINAL

<u>76</u> <u>251</u> June      8 1875	United States to Catharine Furlong	PATENT    January 20 1875 For North ½ of SE¼ of Section 8 Township 4 South Range 67 West 80 acres	122
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### Exhibit A-1 — STREAMLINED

United States to Catharine Furlong	PATENT. Jan. 20, 1875 June 8, 1875 76          251	85
--	---	----

N½SE¼ Sec. 8, Twp. 4 S. Rge. 67 W. 80 acres.

Here is the original, copied as nearly as possible; they have their own stationery, ruled and everything (Exhibit A), and here is the facsimile (Exhibit A-1) streamlined. There is not much change because this skeleton as he calls it is already streamlined to the nth degree.

I will give you a few figures. I had to reduce the comparisons to letters because that is the best way I could figure out to give you the actual saving. The first one is a patent. He uses 122 letters to express his idea of a patent (Exhibit A). Here is the same patent (Exhibit A-1), streamlined to 85. This is a saving of 36 letters, or 30%.

<u>17</u> <u>210</u> Dec      26 1888	Aloisius Engeln to Catherine Scanlon widow of Phil Furlong	MARRIAGE CERTIFICATE June 13 1876 Recites that said parties were duly married June 13 1876	140
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Aloisius "Engeln" to Catherine Scanlon widow of Phil Furlong	MARRIAGE CERT. Dec. 26, 1888 17          210 Married June 13, 1876	93
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The next illustration is that of a marriage certificate (Exhibit A). Here is the same thing (Exhibit A-1) streamlined. He uses 140 letters (Exhibit A), and it is well-expressed—short and crisp. On this one, however, all you will get is the black and white of it, (Exhibit A-1) streamlined, 93 letters. If you fellows are mathematicians you can do the subtracting. That is a saving of almost one third.

I will give you a further illustration of this marriage certificate by reading it to you: Exhibit A quoting: "Aloisius Engeln to Catherine Scanlon widow of Phil Furlong. Marriage Certificate. June 13, 1876. Recites that said parties were duly married June 13, 1876," end of quote.

Now here is (Exhibit A-1) streamlined, quoting: "Aloisius Engeln to Catherine Scanlon widow of Phil Furlong. Marriage Certificate. Married June 13," end of quote.

I have read you Exhibit A and Exhibit A-1. Is there any doubt in your mind about their being married, or that either Exhibit does not make it plain that they were married? It simply shows what you can do if you get streamline-minded.

<p>215      60  <hr/> Feb      16  1884</p>	<p>her  Catherine X Engelen  mark  formerly Catherine  Furlong  to  Samuel B Morgan  use of  Manly Haidy</p>	<p>TRUST DEED  February 13 1884  On the SE¼ of Section 8  Township 4 South Range  67 West and other prop-  erty To secure note \$2400  payable in 1 year with in-  terest at 1% per month 4  weeks notice Except a  Trust Deed between same  parties Scott J Anthony  Successor Ack February  13 1884</p>	<p>313</p>
---	--	---	------------

<p>her  "Catherine X Engelen"  mark  formerly "Catherine" Furlong  to  Samuel B. Morgan  use of  Manly Haidy</p>	<p>TRUST DEED.  Feb. 13, 1884  \$2400 due 1 year  Int. 1% mo.  4 weeks notice  Feb. 16, 1884  215      60  Ack.</p>	<p>222</p>
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SE¼ Sec. 8, Twp. 4 S. Rge. 67 W.  
and other land  
Except Trust Deed same parties Scott J. Anthony successor.

This one is a trust deed—313 letters (Exhibit A). Here is the same trust deed, streamlined, (Exhibit A-1), with 222 letters, a saving of more than 28%.

You don't mean to tell me, and I won't believe it if you do, that a stenographer can write 313 letters, as quickly as she can 222 and the showing as streamlined will answer every question that your examiner wants to know in order to pass on the instrument. (Referring to Exhibit A-1). There must be some very good attorneys present, and if any of you can find anything in this one (Exhibit A) that is missing in this one (Exhibit A-1), I want to know, because it is important in streamlining to show everything that is essential.

Don't try to select anything shown you at this time and say, "Well, I'll follow this, or anything of the kind." I don't want you to do that. You have initiative, enough of it to go ahead and do these things yourself, and do them as you want to do them. If you want to say "The United States of America," say it; I don't care. It's immaterial and not streamlined as much, that is all.

For the first demonstration, I used instruments from a Colorado abstract already cut down more than usual. I think I have shown you we can still save quite a bit of time.

### NORTH DAKOTA

Now I would like to mention one of our good friends in North Dakota. I hope he is here, but I don't think he is present. I will not go through all of these, but you can get a general idea of what effect streamlining has on the instruments. This is as he sent it to me (Exhibit B). And this is the same thing streamlined (Exhibit B-1). (Holds up exhibits)

#### North Dakota Exhibit B — ORIGINAL

(1)

Edward M Brown, Receiver

—to—

Erastus A Williams

FINAL RECEIPT

Dated February 13, 1877.

Filed February 13, 1877.

Consideration \$199.45

Recorded in Book A Page 278

270

Certifies that payment has been made on the S½E½NE¼ and Lot 1 of Section 4, Township 138, Range 80, in Burleigh County, Dakota Territory, and containing 79.78 acres more or less.

#### North Dakota Exhibit B-1 — STREAMLINED

Edward M Brown, Receiver

to

Erastus A Williams

FINAL RECEIPT

Dated Feb. 13, 1877.

Filed Feb. 13, 1887.

Cons. \$199.45

Rec. Book A, 278

147

For S½E½NE¼, Lot 1 Sec. 4, Twp. 138, Rge. 80—  
79.78 acres more or less.

The first is a final receipt—he uses 270 letters to show it (Exhibit B) as compared with 147 letters (Exhibit B-1) streamlined. I give

you the figures because I think they will impress you more than just what you see as the exhibits are shown you—a saving of over 45%. It takes a little over half the time to write the streamlined version.

(2)

UNITED STATES	PATENT	
—to—	Dated November 10, 1877.	
Erastus A Williams	Filed November 21, 1877, 2:00 PM	270
	Recorded in Book A Page 395	

Grants the SE $\frac{1}{4}$ NE $\frac{1}{4}$  and Lot 1 of Section 4, Township 138, Range 80, West of the 5th principal meridian, in the district of lands subject to sale at Bismarck, Dakota Territory, and containing 79.78 acres more or less.

UNITED STATES	PATENT	
to	Dated Nov. 10, 1887	
Erastus A Williams	Filed Nov. 21, 1877, 2 P.M.	134
	Rec. Book A, 395.	

Grants  
SE $\frac{1}{4}$ NE $\frac{1}{4}$ , Lot 1 Sec. 4, Twp. 138, Rge 80 W 5th  
P.M. 79.78 acres more or less.

The next is a patent—270 (Exhibit B) to 134 (Exhibit B-1) streamlined, a saving of 50%.

(3)

Erastus A Williams, Proprietor and Wm Thompson, Surveyor	PLAT	
—to—	Dated August 1st, 1877.	
The Public	Filed August 1st, 1877, 2:00 PM	
	Recorded in Book A of Plats	
	Acknowledged August 1st, 1877, by	500
	Erastus A Williams Proprietor	
	before J H Richards, Register of	
	Deeds of Burleigh County,	
	Dakota Territory.	
	(Seal)	

Plats the E $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 4, Township 138, Range 80, West of the 5th principal meridian, as Williams Survey of the E $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 4, Township 138, Range 80, (also known as Williams Addition) to the City of Bismarck, Burleigh County, Dakota Territory.

Plat includes Block 88 which is located on said above described land.

PLAT	Dated Aug. 1, 1877.	
by	Filed Aug. 1, 1877,	
Erastus A Williams,	2 P.M.	271
Proprietor	Rec. Book A, Plats.	
Wm Thompson, Surveyor	Ack.	

Plats E $\frac{1}{2}$ NE $\frac{1}{4}$  Sec. 4, Twp. 138, Rge. 80 W. 5th P.M.  
as Williams Survey of E $\frac{1}{2}$ NE $\frac{1}{4}$  Sec. 4, Twp. 138,  
Rge. 80 (also known as Williams Addition) to the  
City of Bismarck, Burleigh Co., Dakota Territory.  
Block 88 said plat is located on said land.

The next one is a plat—500 (Exhibit B) to 271 (Exhibit B-1) streamlined, a saving of 45%.

(5)

WARRANTY DEED

E A Williams

—to—

Edward L Faunce

Dated May 27, 1881.

Filed June 18, 1881.

Consideration \$50.00

Recorded in Book F Page 42

Acknowledged May 27, 1881, by

E A Williams before G H

Fairchild, Notary Public

Burleigh County, D.T. (Seal)

320

Grants, bargains, sells and conveys the Lots 7 and 8 in Block 88 of Williams Survey of the E $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 4, Township 138, Range 80, West of the 5th principal meridian.

WARRANTY DEED

E A Williams

to

Edward L Faunce

Dated May 27, 1881.

Filed June 18, 1881.

Cons. \$50

Rec. Book F, 42.

Ack.

170

Grant, bargain, sell and convey.

Lots 7, 8, Block 88, Williams Survey of E $\frac{1}{2}$ NE $\frac{1}{4}$

Sec. 4, Twp. 138, Rge. 80 W 5th P.M.

Then there is a warranty deed—320 (Exhibit B) to 170 (Exhibit B-1) streamlined, a saving of nearly 48%.

## MICHIGAN

Michigan has been streamlining. The only trouble with the people in some of these states is they won't tell you anything. I don't know whether it is they don't want you to know, or what it is, but Michigan has been doing streamlining, and has gone a long, long way.

### Michigan Exhibit C — ORIGINAL

Patent

Dated Apr. 1, 1837

Rec'd June 14, 1892

Liber 170 of Deeds Page 610

Conveys the S. W.  $\frac{1}{4}$  of  
Section 27 Town 12 North, Range  
4 East, and other land.

Pursuant to the Act of Congress  
of April 24, 1820 entitled "An  
Act making further provision for  
the sale of the Public Land."

Signed by the President,

Martin Van Buren

A. VanBuren Secy. (Seal)

The United States  
of America

To

Edward A. LeRoy  
of Livingston County,  
New York.

384

Certified Copy from the General Land Office at Washington D. C. on June 4, 1892.

## Michigan Exhibit C-1 — STREAMLINED

United States  
to  
Edward A. LeRoy,  
Livingston Co., N.Y.

Grants.

SW $\frac{1}{4}$  Sec. 27, Twp. 12 N., Rge. 4 E.  
and other land.

CERTIFIED COPY PATENT

Dated Apr. 1, 1837.  
Rec. June 14, 1892,  
Liber 170 Deeds, 610.  
Act of Congress Apr. 24, 1820.

160

Here is a patent. Michigan has been streamlining for years. The party who sent me these instruments said they are about to take it up again and carry it forward. That is a wonderful thing, and we should follow their fine example. (Exhibit C) original uses 384 letters; (Exhibit C-1) streamlined uses 160 letters, a saving of 59%.

Charles S. Palmer  
Treasurer in and for  
the County of Saginaw,  
Michigan.

To

James Fraser of  
Saginaw County, Michigan.  
for taxes for the year 1837.

Tax Deed

Dated Nov. 28, 1842  
Ackgd Nov. 29, 1842  
Rec'd Dec. 1, 1842  
Liber C of Deeds Page 217  
Consideration \$72.04  
Conveys the N. E.  $\frac{1}{4}$  of S. W.  $\frac{1}{4}$   
of Section 27 Town 12 North,  
Range 4 East, and other land.  
Purchased at a sale Nov. 4, 1840

286

Charles S. Palmer,  
Treasurer Saginaw County,  
Michigan,  
to  
James Fraser,  
Saginaw Co., Mich.

TAX DEED.

Dated Nov. 28, 1842.  
Rec. Nov. 29, 1842.  
Liber C Deeds, 217.  
Taxes 1837, \$72.04.  
Ack.

168

NE $\frac{1}{4}$ SW $\frac{1}{4}$  Sec. 27, Twp. 12 N., Rge. 4 E.  
and other land.

Down here further is a tax deed, where my finger is pointing— (Exhibit C) 286 letters as compared with (Exhibit C-1) streamlined 168 letters, a saving of 54%.

James Fraser and  
Elizabeth his wife of  
Saginaw County, Michigan.

To

The County of Saginaw  
State of Michigan

party of the first part to these presents for the use and benefit of the County of Saginaw at a Sale of lands for delinquent taxes of 1837. N. E.  $\frac{1}{4}$  of S. W.  $\frac{1}{4}$  of Section 27 Town 12 North, Range 4 East, and other land.

Quit Claim Deed

Dated Nov. 29, 1842  
Ackgd Nov. 29, 1842  
Rec'd Dec. 1, 1842  
Liber C of Deeds Page 220  
Consideration \$97.40

342

Conveys the following lands in  
County of Saginaw, Michigan, the  
same having been purchased by the

James Fraser and wife  
Elizabeth Fraser,  
Saginaw Co., Mich.,  
to  
County of Saginaw,  
State of Michigan.

QUITCLAIM DEED

Dated Nov. 29, 1842.  
Rec. Dec. 1, 1842.  
Liber C Deeds, 220.  
Cons. \$97.40  
Ack.

240

NE $\frac{1}{4}$ SW $\frac{1}{4}$  Sec. 27, Twp. 12 N. Rge. 4 E., Saginaw  
Co., Mich.  
and other land.  
purchased by party of first part for Saginaw Co.  
Sale 1837 taxes.

Here is a quit claim deed—(Exhibit C) with 342 letters and (Exhibit C-1) streamlined with 240 letters, a saving of 30%.

MISSOURI

I have taken for the purpose of showing you examples of abstracting from Missouri the following:

Missouri Exhibit M — ORIGINAL

QUITCLAIM DEED.

Consideration: \$2300.00.

Dated: Nov. 13, 1895.  
To

101

William Bowersox, and  
Brunette Belle Bowersox,  
his wife,

C. M. Peck.

REMISE, RELEASE AND FOREVER QUIT CLAIM unto the said party of the second part, the following described real estate situated in the County of Livingston and State of Missouri, to-wit:

147

The Northwest quarter of the Northwest quarter, North and East of Broad Hollow branch of Section Twenty-one (21), Township Fifty-eight (58), Range Twenty-five (25), (and other land not herein interested).

159

TO HAVE AND TO HOLD the same unto the said party of the second part, his heirs and assigns forever.

78

Subject to deed of trust in favor of Frank Sheetz for \$2100.00.

50

Signed, sealed and delivered in  
the presence of  
I. J. Meade.

William Mowersox (SEAL)  
Brunette Belle Bowersox (SEAL)

90

Filed for record Jan. 13, 1896, at 2:50 P.M. and recorded  
in Book 81, at Page 192.

58

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683

## Missouri Exhibit M-1 — STREAMLINED

William Bowersox (Seal) and Brunette Belle Bowersox (Seal) his wife, to C. M. Peck.	QUITCLAIM DEED. Dated Nov. 13, 1895. Filed Jan. 13, 1896, 2:50 P.M. Rec. Book 81, 192. Ack. regular.	131
Remise, release and forever quit claim. NW $\frac{1}{4}$ NW $\frac{1}{4}$ , N. and E. of Broad Hollow branch of Sec. 21, Twp. 58, Rge. 25, Livingston Co., Mo. and other land.		107
Subject to deed of trust in favor of Frank Sheetz for \$2100.		48
One witness to signatures.		22
		308

(Exhibit M) is a quit claim deed requiring 683 letters the way this party has abstracted same; (Exhibit M-1) as streamlined requires 308 letters, a saving of 54% over half a typist's time.

## Missouri Exhibit M — ORIGINAL

### DEED OF TRUST.

Consideration: \$1.00 and debt and trust.	Dated: Dec. 24 1894.	130
William Bowersox, and Brunetta Bowersox, his wife,	To Reuben Hawkins, Trs. for Frank Sheetz.	
GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party of the second part, the following described real estate situated in the County of Livingston and State of Missouri, to-wit:		151
The Northwest quarter of the Northwest quarter, North and East of Broad Hollow Creek of Section Twenty-one (21), Township Fifty- eight (58), Range Twenty-five (25), (and other land not herein inter- ested).		157
TO HAVE AND TO HOLD the same unto the said party of the second part, his successor or successors in this trust.		88
IN TRUST, HOWEVER, to secure the payment of three promissory notes of even date herewith in the sum of \$2100.00, one for \$500.00 due 3 yrs. after date, one for \$500.00 due 6 yrs. after date, and one for \$1100.00 due 9 yrs. after date, all bearing 7% interest from Mar. 1, 1895, payable annually. Said notes given in payment of the purchase price of within premises.		281
	Wm. Bowersox (SEAL) Brunette B. Bowersox(SEAL)	35
Satisfied on the margin of the record Jan. 18, 1896, by Frank Sheetz, Beneficiary, Attest: H. O. Meek, Recorder of Deeds. Notes pro- duced and cancelled by H. O. Meek, Recorder.		132
Filed for record Jan. 8, 1895 at 3:55 P. M. and recorded in Book 88, at Page 585.		57

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1031

**Missouri Exhibit M-1 — STREAMLINED**

William Bowersox and Brunetta Bowersox, his wife,	DEED OF TRUST. Dated Dec. 24, 1894. \$2100 due Dec. 24, 1903. Filed Jan. 8, 1895, 3:55 P.M.	188
to	Rec. Book 88, 585.	
Reuben Hawkins, Trs. for Frank Sheetz.	Ack. William Bowersox and Brunette Bowersox.	
Grant, bargain and sell, convey and confirm. NW¼NW¼, N. and E. of Broad Hollow Creek of Sec. 21, Twp. 58, Rge. 25, Livingston Co., Mo. and other land.		107
	Wm. Bowersox seal Brunette B. Bowersox seal	35
Satisfied on the margin of the record Jan. 18, 1896, by Frank Sheetz, Beneficiary, Attest: H. O. Meek, Recorder of Deeds. Notes produced and cancelled by H. O. Meek, Recorder.		132
		<hr/> 462

(Exhibit M) deed of trust requires 1031 letters; (Exhibit M-1) as streamlined requires 462 letters. 55% time saving.

**Missouri Exhibit M — ORIGINAL**

STATE OF MISSOURI, } ss. County of Livingston }	SHERIFF'S NOTICE OF LEVY.  IN THE CIRCUIT COURT OF LIVINGSTON COUNTY.	156
R. T. Davis Mill Company, Plaintiff, vs.	F. M. Cameron, G. W. Ewing, & J. W. Thompson, Defendants,	
Notice is hereby given that a general execution in the above entitled cause in favor of said Plaintiff vs. said Defendants, for the sum of \$311.60 debt and damages, bearing 6% interest per annum, and \$10.50 costs on judgment was duly issued from said above entitled court on May 26, 1894, and duly came into the hands of me, the undersigned, E. L. Taylor in my official capacity as Sheriff of Livingston County, Missouri, May 26, 1894 and was duly levied by me as said Sheriff on June 2, 1894 on the following real estate situated in Livingston County, Missouri, to-wit:		450
All of the Northwest quarter of Section Twenty-one (21), North-east of Broad Hollow Creek, in Township Fifty-eight (58), Range Twenty-five (25), (and other lands not herein interested).		141
Official notice hereof showing date and style of Execution, the amount of debt and costs, and description of said real estate levied upon, according to law filed in office of Recorder of Deeds of Livingston County, Missouri.		183
	E. L. Taylor (SEAL) Sheriff of Livingston County, Missouri.	45
(No proceedings of record or on file in the office of the Circuit Clerk of Livingston County, Missouri, show the disposition of this suit).		111
Filed for record June 2, 1894 at 3:00 P.M. and recorded in Book of Sheriff's Notice of Levy No. 1, at Page 12.		80
		<hr/> 1186

**Missouri Exhibit M-1 — STREAMLINED**

R. T. Davis Mill Company, Plaintiff,	SHERIFF'S NOTICE OF LEVY. Date of levy June 2, 1894. Amount: \$311.60	
vs.	Costs: 10.50 & int..	157
F. M. Cameron, G. W. Ewing, & J. W. Thompson, Defendants.	Filed June 2, 1894, 3 P.M. Rec. Book 1, 12.	
Circuit Court, Livingston County, Missouri. Levies on		44
NW ¼ Sec. 21, NE of Broad Hollow Creek, Twp. 58, Rge. 25, Livingston Co., Mo. and other land.		64
Above data including description of real estate filed in office Recorder of Deeds Livingston Co., Mo.		83
Circuit Court files or records do not show disposition of suit.		52
		<hr/> 400

(Exhibit M) sheriff's notice of levy requires 1186 letters; (Exhibit M-1) as streamlined requires 400 letters. 66% of the typist's time saved, she could write two.

**ARKANSAS**

Arkansas adopted a uniform showing of instruments and from abstracts sent me, I note they use printed forms and fill in the data. This is the original (Exhibit D). This is the streamlined version (Exhibit D-1):

**Arkansas Exhibit D — ORIGINAL**

MATTIE A. BOYD, unmarried TO Dan M. Boone, Trustee L. W. MUNROE	INSTRUMENT DEED OF TRUST CONSIDERATION: \$500.00 DATED: March 10th, 1871 FILED: April 12th, 1871 RECORDED IN BOOK U PAGE 425 IS D. & H. RELEASED? - - - ACKNOWLEDGED 3/10/17 BEFORE NP Ark.	100
CONVEYS: Northeast Quarter of the Northeast Quarter of Section 25, Township 1 North, Range 9 West, 40 acres, more or less.		96
Evidenced by one note of even date for \$500.00 due and payable March 10th, 1872, bearing 10% interest from date until paid.		99
" SATISFIED IN FULL 2/15/1874 L. W. MUNROE Attest: W. T. Couch, Clerk "		48
		<hr/> 343
		Printed 83
		<hr/> 426

**Arkansas Exhibit D-1 — STREAMLINED**

Mattie A. Boyd,  
unmarried,

to

Dan M. Boone, Trustee  
L. W. Munroe.

DEED OF TRUST.

Dated Mar. 10, 1871.  
\$500 due Mar. 10, 1872,  
int. 10%  
Filed Apr. 12, 1871.  
Rec. Book U, 425.  
Ack.

**121**

NE $\frac{1}{4}$ NE $\frac{1}{4}$  Sec. 25, Twp. 1 N., Rge. 9 W. — 40  
acres, more or less.

**38**

"SATISFIED 2/15/1874

L. W. MUNROE

**42**

Attest: W. T. Couch, Clerk"

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**201**

I gave these Arkansas fellows the benefit of all this printing as this is a printed form which they fill out. Consequently, in figuring the number of letters, I didn't take into consideration any of the printed matter, as they do not have to write that, and I wasn't saving them anything. I simply took into account the number of letters actually typed in the form.

In the streamlined version, I have to write them in. On this one (Exhibit D) at the top he uses 100 letters and in (Exhibit D-1), we have 121 letters because we had to write in all that was printed and it counts against streamlining.

The description in the original Exhibit D recites "CONVEYS: Northeast Quarter of the Northeast Quarter of Section 25, Township 1 North, Range 9 West, 40 acres, more or less."—96 letters. Exhibit D-1 recites "NE $\frac{1}{4}$ NE $\frac{1}{4}$  Sec. 25, Twp. 1 N., Rge. 9 W.—40 acres, more or less"—38 letters.

If there is an attorney present, we would like to have him tell us if there is any uncertainty in the streamlined description. Our experience is they do not want anything more than that shown and we have never been asked to set out a description more fully.

Exhibit D uses 99 letters to describe the note. In Exhibit D-1, we told all that at the top in 16 letters. Exhibit D shows the satisfaction in 48 letters. Exhibit D-1 shows it in 42 letters. Summarizing the entire instrument, Exhibit D uses 343 letters; Exhibit D-1 uses 201 letters. If you counted the printed matter, Exhibit D uses 426 letters. There is a saving of over 40%.

## Arkansas Exhibit E — ORIGINAL

SOUTHWEST MORTGAGE  
COMPANY,  
By— Townley Culbertson, Vice  
President;  
Attest: Guy R. Ridge, Sec'y—  
—seal—  
TO  
METROPOLITAN LIFE  
INSURANCE COMPANY

INSTRUMENT ASSIGNMENT  
CONSIDERATION: \$  
DATED: February 4th, 1931  
FILED: May 7th, 1931 @ 9:00 A.M.  
RECORDED IN BOOK 91  
PAGE 225  
IS D. & H. RELEASED?  
ACKNOWLEDGED 2/4/31  
BEFORE NP Mo.,

164

### RECITES

FOR VALUE RECEIVED, Southwest Mortgage Company hereby sells, transfers, assigns, and sets over to Metropolitan Life Insurance Company and unto its successors and assigns, a certain mortgage dated November 1st, 1930, executed by Pearl B. McCall, a widow, to secure the sum of \$3,500.00, and interest thereon, recorded in Record Book 91 page 47 of the records of Lonoke County, Arkansas, together with the note and obligation secured by said mortgage.

369

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533  
Printed 83

---

616

## Arkansas Exhibit E-1 — STREAMLINED

Southwest Mortgage Company,  
By Townley Culbertson,  
Vice President;  
Attest: Guy R. Ridge, Sec'y—  
seal  
to  
Metropolitan Life Insurance  
Company

ASSIGNMENT.  
Dated Feb. 4, 1931.  
Cons. Value Rec.  
Filed May 7, 1931,  
9 A.M.  
Rec. Book 91, 225.  
Ack.

179

Sells, transfers, assigns, sets over mortgage  
dated Nov. 1 1930, Pearl B. McCall, \$3500, rec.  
Book 91, page 47, records Lonoke Co., Ark.

90

---

269

This is an assignment of mortgage (Exhibit E)—with 164 letters in the upper part and (Exhibit E-1) streamlined 179 letters.

I have given him the benefit of all that printed material. I had to write it in Exhibit E-1 and count it in the showing.

In this other part of Exhibit E, reciting what is assigned, he uses 369 letters as compared with 90 (Exhibit E-1) streamlined. The total letters written in Exhibit E original amount to 533 and in Exhibit E-1 streamlined 269 letters. Counting the printed matter, there are a total of 616 in (Exhibit E), a saving of one-half the time; in other words, the typist can do two streamlined while she is doing one of the other.

MR. P. C. CROSLY (Webster City, Iowa): Pardon me, but on Releases, do you have "REL," and all of that?

MR. DYKINS: The gentleman is from my old home state. I'm proud of you.

I didn't get your question.

MR. CROSLEY: I was just trying to get this before the assembly here. In a warranty deed, for example, you don't write "Warranty Deed"—you just put "WD"?

MR. DYKINS: In the examples of streamlining shown you, we use Warranty Deed.

But let me tell you something: You can write your own, and write it the way you like to see it. Do it just as you please. Streamlining used in these exhibits is intended to get you streamlined-minded by showing the saving of time made possible by its use, not for you to follow. Get the idea. Get busy, then work out what you like.

MR. CROSLEY: For instance, "dated so-and-so"—do you just use "d" for "dated," and "f" for "file" or "filed"?

MR. DYKINS: No; we haven't gone that far yet. I will leave these samples here for you to look at, but don't take any away, because they are valuable to me. You will see from them how far we have gone.

The trend of the questions on how far you can go in streamlining might indicate a tendency to carry it too far. At this time I am going to give you my idea of streamlining from that angle so you may have it to think of as you observe its effect on the various instruments yet to be shown.

## MY IDEA OF AN ABSTRACT

"THE TITLE'S THE THING. An abstract of title is evidence of your rights and the character of your title. It should be full and complete enough in itself to enable an examiner to pass upon the title, neat in appearance, durable in construction and impress one with confidence."

I have always wanted to put out that kind of abstract—one wherein the arrangement and typing of the instruments appear to the best advantage, showing only the essentials of each in such a way as to merit commendation, inspire confidence, and create the thought that whoever worked that out certainly knew their business. No higher compliment can be paid one than to have said of him he knows his business. It takes study and work to make an instrument appear that way in your abstract. What I have shown you thus far must have convinced you there is a certain amount of uniformity, yet individuality shows all through. It should. If you become streamlined-minded it will be evidence you have become convinced from my talk and the demonstration that much that is not essential can be streamlined out of our work at a considerable saving in time. On your return to your office you start in to apply the idea in your own way. I am not throwing what you might expect a man from Montana to toss around when I say with the deepest conviction in my own

mind, every one of you can reflect his own ideas in his abstract with a feeling of pride and a product all of us would pronounce fine. You can carry streamlining so far it will ruin the appearance of your work and that is not my idea. I want my work to look better than it ever did and it can be made to in my opinion if I am careful in retaining certain things for instance Warranty Deed instead of streamlining W. D., Filed instead of F. and so on. Your work can be beautiful and streamlined, or it can be the opposite by carrying the idea too far. Don't ruin the appearance of your work. Go as far as you can and yet retain that appearance so necessary if you are to avoid criticism. Your work must reflect the idea you are trying to show all that is essential in the neatest most concise manner, yet sufficient to leave no doubt as to the interpretation.

As I said at the beginning, this is your problem, not mine. If you become streamline-minded you can start cutting down and cutting out, and using as little or as much as you like.

**Arkansas Exhibit F — ORIGINAL**

JAMES EAGLE AND WIFE MARY A. EAGLE TO MATTIE A. BOYD	INSTRUMENT WARRANTY DEED CONSIDERATION \$500.00 DATED: March 10th, 1871 FILED April 12th, 1871 RECORDED IN BOOK V PAGE 407 IS D. & H. RELEASED? Yes ACKNOWLEDGED 3/10/71 BEFORE NP Ark.	98
CONVEYS: Northeast Quarter of the Northeast Quarter of Section 25, Township 1 North, Range 9 West, containing 40 acres, more or less, and other lands. Recites: That we James Eagle and wife, Mary A. Eagle, for and in consideration of the sum of Five Hundred Dollars (\$500.00) cash in hand paid, receipt of which is acknowledged, do hereby GRANT, BARGAIN, SELL AND CONVEY said Mattie A. Boyd and unto her heirs and assigns forever * * *		119
Habendum clause regular. Warrants and defends title to said land against all lawful claims. Dower and Homestead released by wife * * *		338
Acknowledgment in regular form.		555

**Arkansas Exhibit F-1 — STREAMLINED**

James Eagle and wife, Mary A. Eagle, to Mattie A. Boyd.	WARRANTY DEED. Dated Mar. 10, 1871. Cons. \$500 Filed Apr. 12, 1871, Rec. Book V, 407. Ack. Grant, bargain, sell and convey. NE¼NE¼ Sec. 25, Twp. 1 N., Rge. 9 W. — 40 acres, more or less. and other lands. Habendum regular. General warranty. D. & H. released.	109
		76
		41
		226

This is a warranty deed (Exhibit F) original. Here is the streamlined version (Exhibit F-1). I believe you can all see the black and white. You cannot distinguish the words and figures, but you should be able to note how much less typing or black there is on the streamlined than on the original, and that indicates that much less to be written.

In the top he uses 98 letters (Exhibit F); and (Exhibit F-1) streamlined 109 letters.

In the description (Exhibit F) he uses 119 letters, and we have reduced that in (Exhibit F-1) streamlined to 76 letters.

In the balance below the description in (Exhibit F) original, he uses 338 letters, and I have reduced that in (Exhibit F-1) streamlined to 41 letters.

The total letters in (Exhibit F) original amount to 555 letters and in (Exhibit F-1) streamlined 226 letters, a saving of almost 60%.

(Exhibit F) recites Warranty Deed at the top and "warrants and defends title so said land against all lawful claims," down in its body. With the statement at the top, "Warranty Deed," it is not necessary to add anything more in Montana, unless the language of a Warranty Deed is not in the body of the deed. This may be a state proposition. What Warranty Deed at the top in Oklahoma, Colorado, or some other state means to an examiner may not be definite enough. Find out what is necessary to be shown in your state and abstract accordingly.

I have reduced it to general warranty, because in my state I wouldn't use it at all; but if necessary in yours, add anything essential to general warranty.

He has an habendum clause. I don't feel the fellows out there—even a licensed attorney—knows what an habendum clause is; and up top he has, "Is D. & H. released?", while down here he says, "Dower and Homestead released by wife."

The law regulating the interest of a wife takes on various phases in the different states in order to protect her. The courts in a large number of states have decided if a wife joins with a husband, it doesn't make any difference whether she owns the property or he owns it—the title stands in his or her name; by joining she conveys everything she has. There is nothing left for her to release. So, you don't have to use any particular words; and I can't see why some of these clauses should go in; but that is for you to think over; and it is for you to find out when you get home, what she conveys by joining in a deed, because this may enable you to eliminate all reference to dower and homestead.

**Arkansas Exhibit G — ORIGINAL**

D. M. RIBER AND WIFE  
 ANNA J. RIBER  
 A. D. SWANN AND HULDAH  
 W. SWANN, HIS WIFE  
 TO  
 G. W. SMITH

INSTRUMENT WARRANTY  
 DEED  
 CONSIDERATION: \$2520.00  
 DATED: January 30th, 1917  
 FILED: March 6th, 1917 @  
 2:30 P.M.  
 RECORDED IN BOOK 72  
 Page 212  
 IS D. & H. RELEASED? yes  
 ACKNOWLEDGED 1/30/17  
 BEFORE NP III,

131

**RECITES:**

That we, D. M. Riber and Anna J. Riber his wife; A. D. Swann and Huldah W. Swann, his wife, for and in consideration of the sum of Two Thousand Five Hundred Twenty and no/100 Dollars (\$2,520.00) to us cash in hand by G. W. SMITH of Altoona, Ia., receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto said G. W. Smith and unto his heirs and assigns forever the following described land, lying in the County of Lonoke, State of Arkansas, to-wit:

361

This conveyance is made subject to a Deed of Trust executed and given to The Missouri State Life Insurance Company of St. Louis, Missouri, dated June 8th, 1914, for \$1,800.00, bearing interest at the rate of 8% per annum due January 1st, 1919, purchaser to assure payment of same. Habendum clause regular.

We covenant with said G. W. Smith that we will forever warrant and defend title to said lands against all lawful claims whatever, except as to special improvement taxes.

528

Dower and homestead releases by Anna J. Riber, wife of said D. M. Riber and Huldah W. Swann, wife of said A. D. Swann.

Acknowledgments in regular form.

/s/ A. D. Swann  
 Huldah Swann

/s/ D. M. Riber  
 Anna J. Riber

1020

**Arkansas Exhibit G-1 — STREAMLINED**

D. M. Riber and wife  
 Anna J. Riber,  
 A. D. Swann and Huldah W.  
 Swann, his wife,  
 to  
 G. W. Smith.

WARRANTY DEED.  
 Dated Jan. 30, 1917.  
 Cons. \$2520  
 Filed Mar. 6, 1917,  
 2:30 P.M.  
 Rec. Book 72, 212.  
 Ack.

137

Grant, bargain, sell and convey.

25

NE¼ NE¼ Sec. 25, Twp. 1 N., Rge. 9 W. — 40  
 acres, Lonoke Co., Ark.  
 and other land.

51

Subject to Deed of Trust to The Missouri State Life Insurance Company, St. Louis, Missouri, dated June 8, 1914, for \$1800 int. 8% due Jan. 1, 1919, purchaser to assume payment. General warranty except as to special improvement taxes.  
 D. & H. released.

200

413

Here is another warranty deed (Exhibit G). I hope all of you can see it. He uses 131 letters at the top; and we have 137 in (Exhibit G-1) streamlined. As I said before, that doesn't take into account this printed material that we have to type.

He has left out the description, but getting ready to say what it did convey, he uses 361 letters (Exhibit G). In (Exhibit G-1) streamlined, we used 25 to say it, and 51 to put in the description. We put the description in the streamlined version of (Exhibit G-1).

In this other, recitations at the bottom including signatures, there are 528 letters in (Exhibit G), against 200 letters in (Exhibit G-1) streamlined. The total letters used in (Exhibit G) amount to 1020 as against 413 letters in (Exhibit G-1) streamlined, counting the description, a saving of about 60%.

Here is something I want to call to your attention right now, and perhaps it occurred to you as I have shown this deed. He has at the top, "D. M. Riber and Wife Anna J. Riber; A. D. Swann and Huldah W. Swann, His Wife"; down here in the signature it is "D. M. Riber, Anna J. Riber"; down here in the signature it is "D. M. Riber, Anna J. Riber; A. D. Swann, Huldah W. Swann"—and I would like to know why he shows both? I don't care where you take your names from except you reflect in your abstract the signature rather than from any other part of the instrument. If the signature and everywhere else, including the names in the acknowledgment, are the same, why put them in more than once?

MR. L. L. WHEELER (Michigan City, Indiana): Are they the same in the other places in the instrument and in the signature?

MR. DYKINS: The names are, yes.

The marital status never appears with the signature. It usually appears in the body of the deed and acknowledgment, one or the other. In abstracting the instrument it would seem good practice to put it with the names at the top rather than show the various recitations, in order to show whether they are married or not. You are abstracting.

It does not add or take anything from a signature if they sign it the same as their names are given in the body of the instrument, to set out both it is merely cumulative.

You are an examiner, I take it?

MR. WHEELER: No.

MR. DYKINS: You don't have to be. (Laughter)

If it states these parties are husband and wife and gives their names, do you want to see it two or three times, if you are examining the abstract?

MR. WHEELER: Not unless the signature varies from the granting clause.

MR. DYKINS: I am coming to that.

We will take the first name. If at the top it is D. M. Riber, we put it D. M. Riber. If it is acknowledged "Don M. Riber," we say, "Acknowledged, Don M. Riber." If down here, in the signature he signed it "Donald M. Riber," we show the signature as is. We are

very careful to note discrepancies not only of names but in descriptions and anywhere they appear in an instrument. It is essential to show them. Streamlining aims to omit only the unessentials.

MR. WHEELER: That's why you set it out, because it is different.

MR. DYKINS: You are right.

There is *one* abstracter who is right, ladies and gentlemen!

### Arkansas Exhibit H — ORIGINAL

CORNELIA A. KNAPP,  
TO  
HOWARD T. WEED.

INSTRUMENT POWER OF  
ATTORNEY.  
CONSIDERATION: \$  
DATED: May 17th, 1937  
FILED: November 30th, 1938 @  
11:00 A.M. 90  
RECORDED IN BOOK M-10  
PAGE 373  
IS D. & H. RELEASED?  
ACKNOWLEDGED 5/17/37  
BEFORE NP Ark.

#### RECITES:

That I, Cornelia A. Knapp, of Lonoke, Lonoke County, State of Arkansas, have made, constituted and appointed, and by these presents do make, constitute and appoint Howard T. Weed, of Carlisle, Lonoke County, State of Arkansas, my true and lawful attorney, for me, and in my name, place and stead, to sell, assign and transfer all my right, title and interest in and to all notes, mortgages, or other securities of every description, to any person, persons, companies or corporation which are now in my name and on record in Lonoke County, Arkansas, or that may hereafter be taken in my name; also to cancel and satisfy of record any mortgages, or other evidences of indebtedness or other obligations now in my name and of record in Lonoke County, Arkansas, or that may hereafter be taken in my name and recorded in Lonoke County, Arkansas.

Giving and granting to the said attorney full power and authority to do and perform all and every act and thing, whatsoever requisite to be done in and about the premises, as "full," to all intents and purpose, as I might or could do if personally present, with full power of substitution and revocation hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do or cause to be done by virtue hereof.

Cornelia A. Knapp

### Arkansas Exhibit H-1 — STREAMLINED

Cornelia A. Knapp,  
to  
Howard T. Weed.

POWER OF ATTORNEY.  
Dated May 3, 1910.  
Filed May 13, 1910, 87  
4:50 P.M.  
Rec. 2, P. of A., 49.

I, Cornelia A. Knapp, appoint Howard T. Weed, my attorney, to sell, assign and transfer all my right, title and interest in and to all notes, mortgages, or other securities of every description, which are now in my name and on record in Lonoke Co., Ark., or that may hereafter be taken in my name; also to cancel and satisfy of record any mortgages, or other evidences of indebtedness or other obligations now in my name, or that may hereafter be taken in my name and recorded in said County.

I have here a power of attorney. Most of us have been going to town on powers of attorney. Here is the original, and here is the streamlined version (Holding aloft exhibits). (Exhibit H) original and (Exhibit H-1) streamlined. He uses 90 letters in the top (Exhibit H). I mean by that, this, you see is printed—you can't change that. He gets all this printing without having it computed. At the top in (Exhibit H-1), streamlined, we use 87 letters. Down below in the body, he uses 666 letters. He uses 756 letters (Exhibit H) plus I believe 365 in this other part—my arithmetic isn't working today so I can't add it for you—as against 479 letters in (Exhibit H-1) streamlined.

The average power of attorney goes on to say that "I, A. William Suelzer, a resident of the City of Fort Wayne, in the County of Allen, and State of Indiana, do hereby make, constitute, and appoint and by these presents have made, constituted and appointed Donald Graham, residing in the City of Denver, County of Denver, and State of Colorado, my true and lawful attorney for me, and in my name, place, and stead, and by my act and deed." Those lawyers can certainly get the words in these instruments.

Then he goes on to say, "to execute, sign," and so forth, acknowledge, and I don't know how many, but about forty other things, and finally the purpose, to release a mortgage, etc. What I would like to know, is there a lawyer who wants to read all that? No, but he has to. They will tell you they have to read it, or glance through it, because they must know if there is something restricted or special in it.

Why couldn't the instrument be cut down to recite, and why can't we just as well abstract it down to this no matter what it recites: "I, A. William Suelzer, do constitute," if you want to say that; but you could just as well make it read, "I, A. William Suelzer, do appoint Donald Graham my attorney, to execute a release of mortgage"?

But when you finish with that part, Don, you are not through. It says, "Hereby ratifying and confirming all that my said attorney shall do, lawfully or cause to be done by virtue hereof," and a few other things.

What does that mean? I mean, what effect does it have? It cannot have any effect before there has been an act; and after the act is done I would like to see you change it in any way by a ratification clause.

You see, if he had the legal authority to execute the release, and he executed it, no amount of what is in a ratification clause is going to invalidate it or validate it. So, why put in a lot of material you don't have to have in your abstract of it?

MR. WHEELER: Mr. Chairman, if you are going to brief anything, after you show your deed, executed by a power of attorney, how could you get it any more brief than by saying, "Power of Attorney Deed," or "Miscellaneous Record 6, page 24"?

MR. DYKINS: That would be a conclusion and you haven't said for what the power of attorney is to be used, nor shown enough to enable the examiner to determine if it is a valid power of attorney. You must show the essentials of every instrument.

I am willing to answer all your questions, and I don't care how many interruptions you make.

But this is the idea: Do streamlining anyway you please. That is the beauty of it. It says in that booklet which we issued and I read from, "There will be somebody who wants to express it in his own language," and God knows, that is latitude enough. That is why I don't ask you to do a thing to make it this, that, or the other way. If this talk moves you to do it any way you want to, I will have been immensely rewarded.

Let me quote you that paragraph on the front of the booklet again, "It shall be borne in mind at all times that the idea of streamlining is elastic. That is, each individual may have some pet manner of showing the information on a sheet of paper and should be encouraged to maintain the idea." That means have confidence in your own ability; say to yourself I know how I want it and that's the way I am going to do it.

## OKLAHOMA

### Oklahoma Exhibit H — ORIGINAL

#### FINAL RECEIVER'S RECEIPT.

Filed for record April 12, 1901 at 7:50 AM

Recorded in 11 of Receipts, Page 571.

Receiver's Office, Oklahoma, O. T.

Final Receiver's Receipt No. 5249

Dated April 11th, 1901

Received of August Munch, the sum of \$4.00, being the balance of payment required by law for the entry of

Lots 3-4-5 and SE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 6 in  
Township 12 N. of Range 3 West, containing  
163-65/100 acres,

under Section 2291 of the revised statutes of the United States.

ANTON H. CLASSEN, RECEIVER.

\$4.00

392

### Oklahoma Exhibit H-1 — STREAMLINED

Anton H. Classen,  
Receiver,

to

August Munch.

For

Lots 3,4,5, SE $\frac{1}{4}$ NW $\frac{1}{4}$  Sec. 6, Twp. 12 N.,  
Rge. 3 W. — 163.65 acres.

\$4

#### FINAL RECEIVER'S RECEIPT. 5249.

Filed Apr. 12, 1901,

7:50 A.M.

Rec. 11, Receipts, 571.

137

This is a Final Receiver's Receipt (Exhibit H). I am going south. I don't mean with the money, because I don't think I am going to

get anything out of this in that way. I am going to get a lot of satisfaction from it if you get the idea.

Over here you have a final receiver's receipt as abstracted in the State of Oklahoma (Exhibit H). There is the final, streamlined product (Exhibit H-1). You can see the difference in black and white.

He uses 392 words, to tell the examiner that the receiver issued a receipt (Exhibit H). Why all these extra words for the examiner to mull over?

What does that add to an abstract? Can any of you fellows tell me what effect it has? They might never issue a patent on that receipt.

MR. GRAHAM: It brings a dollar and a half.

MR. DYKINS: I don't want you to leave it out. That isn't what I mean. But I don't want you to put in so much about it. What I am getting down to is it isn't such an important part of the abstract to require such a full showing.

Anyway, there are 392 letters here (Exhibit H) against 137 over here (Exhibit H-1). There it is—almost a 66% saving. It takes your typist one third the time to write the streamlined version.

#### Oklahoma Exhibit I — ORIGINAL

Instrument: MORTGAGE.  
Grantors: M. F. Owens, a single man.  
Grantee: KATHERINE MUNCH FROLICH.  
Date of Inst.: July 24th, 1909.  
Date of Filing: Feb. 19, 1910 at 2:40 PM  
Book & Page: 93 Mortgages, page 251. 159  
Consideration: \$10,000.00, receipt of which is hereby acknowledged.  
Granting Words: GRANT, BARGAIN, SELL AND CONVEY.  
Covenants: .....  
Exceptions: .....

#### ACKNOWLEDGMENT.

STATE OF OKLAHOMA, OKLAHOMA COUNTY . . . SS:

Before me, Henry A. Severin, a Notary Public in and for said County and State on this 24th day of July, 1909, personally appeared M. F. Owens, a single man, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. 416

Witness my hand and official seal the day and year above set forth.

Henry A. Severin, Notary Public.

(SEAL) My commission expires Oct. 18, 1910.

#### DESCRIPTION AND REMARKS.

situated in Oklahoma County, Oklahoma, to-wit:

Lots numbered Three (3) Four (4) and Five (5) and the Southeast Quarter of the Northwest Quarter of Section Six (6) in Township Twelve (12) North of Range Three (3) West of Indian Meridian, containing one hundred and sixty three and sixty five hundredths acres (163.65) more or less, according to the Government survey thereof. 318

M. F. OWENS

**Oklahoma Exhibit I-1 — STREAMLINED**

M. F. Owens,  
single,

to

Katherine Munch Frolich.

**MORTGAGE.**

Dated July 24, 1909.

\$10,000 due

Filed Feb. 19, 1910,

2:40 P.M.

Rec. 93, Mortgages, 251.

Ack. Regular.

**114**

Grant bargain sell and convey.

Lots 3, 4, 5, SE $\frac{1}{4}$ NW $\frac{1}{4}$  Sec. 6, Twp. 12 N., Rge.

3 W. I.M. in Oklahoma Co., Okla.

**71**

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**185**

This is a mortgage (Exhibit I), and that is the way they abstract it in Oklahoma. By the way, the fellow who sent me this told me that they certainly needed something, meaning streamlining. I will agree with him, but he would have to have something if he were in Montana. We were the boys who did need it, and I don't mean maybe. We have streamliners in Montana, but they are not in the majority. There are just a few here and there who do only a partial job.

This fellow uses 159 letters in the top part of this (Exhibit I) to 114 letters in (Exhibit I-1) streamlined. He has 416 in his acknowledgement. Unless they have an act curing defective or lack of acknowledgements, the only thing he should do is cut down his acknowledgments. Lots of you do. He has 318 in the other part to 71 in the streamlined version; an overall total, not counting acknowledgment or printed part of 475 in (Exhibit I) as against a total in (Exhibit I-1) streamlined of 185, a saving of over 60%.

There is everything in (Exhibit I-1) that an examiner wants to know.

MR. WM. GILL (Oklahoma City, Oklahoma): Are you reading from the old, farmer mortgage, or from the uniform one?

MR. DYKINS: I am reading from what you sent. I don't know about any other.

MR. GILL: The streamlined is what a lot of them do use, not the old form.

MR. DYKINS: Is that a streamlined form (Exhibit I)?

MR. GILL: No.

MR. DYKINS: The fine part of it is you do as you please when you go home and conceive your own ideas.

I am not using all the material I received, but I am using some I picked at random, not with any idea that there was more streamlining in them, but I just didn't have the time for selection. Perhaps I should have taken time. I don't want to take advantage of Oklahoma by showing something they are already streamlining; but that doesn't make any difference in the overall picture. The principle and the idea remain the same, whether they are long, short, or whatever they may be.

**Oklahoma Exhibit J — ORIGINAL**

R E L E A S E .

Filed for record Dec. 7, 1912 at 5 PM

Recorded in 25 Releases, Page 453.

In considration of the payment of the debt named therein, I do hereby release a mortgage made by M. F. Owens to Katherine Munch—Frolich and which is recorded in book 93 of Mortgages, page 251 of the records of Oklahoma County, State of Oklahoma, covering lots Three (3) Four (4) Five (5) and the Southeast Quarter of the Northwest Quarter of Section Six (6) Township Twelve (12) North, Range Three (3) West in Oklahoma County, State of Oklahoma. WITNESS my hand this 28th day of September, 1911.

489

KATHERINE MUNCH — FROLICH  
KARL FROLICH

**Oklahoma Exhibit J-1 — STREAMLINED**

RELEASE.

Katherine Munch — Frolich  
Karl Frolich,

Dated Sept. 28, 1911.

Cons. Payment.

Filed Dec. 7, 1912,

5 P.M.

to

Rec. 25, Releases, 453.

M. F. Owens.

Ack.

256

Releases mortgage, M. F. Owens to Katherine Munch — Frolich, recorded book 93, 251, mortgage records of Oklahoma Co., Okla., as to Lots 3, 4, 5, SE $\frac{1}{4}$ NW $\frac{1}{4}$  Sec. 6, Twp. 12 N., Rge. 3 W., Oklahoma Co., Okla.

Here is a release of mortgage (Exhibit J). It has recording data, a description and the signature, which amount to 489 letters.

On this one (Exhibit J-1), we have a total of 256. That is the streamlined version, and this (Exhibit J) is the original, a saving of about one-half in time.

You will all realize, as I indicated in this first one from Colorado I showed you, that if they are already streamlined, you are not going to get the advantage you do if they are not streamlined. It doesn't make any difference what kind of instrument you set up, or what kind of instrument you encounter, if you are streamlined in your thinking you can work on it. If you can save, then you are going to town.

**Oklahoma Exhibit K — ORIGINAL**

Instrument:

WARRANTY DEED.

Grantors:

August Munch.

Grantee:

KATHRIN MUNCH.

Date of Inst.:

April 11th, 1901.

Date of Filing:

April 12th, 1901 at 7:50 AM

Book & Page

29 Deeds, Page 396.

168

Consideration:

\$1.00, receipt of which is hereby acknowledged.

Granting Words:

GRANT, BARGAIN, SELL AND CONVEY.

Covenants:

Warrant and forever defend.

Exceptions:

.....

**DESCRIPTION AND REMARKS.**

situated in Oklahoma County, Oklahoma, to-wit:

Lots 3-4-5 and the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 6 in Township 12 North of Range 3 West of the Indian Meridian containing 163-65/100 acres.

193

AUGUST MUNCH.

361

## Oklahoma Exhibit K-1 — STREAMLINED

		WARRANTY DEED.	
August Munch,		Dated Apr. 11, 1901.	
to		Cons. \$1	
“Kathrin” Munch.		Filed Apr. 12, 1901,	99
		7:50 A.M.	
		Rec. 29 Deeds, 396.	
		Ack.	
	Grant bargain sell and convey.		
	Lots 3, 4, 5, SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 6, Twp. 12 N., Rge.		87
	3 W. I.M. in Oklahoma Co., Okla. — 163.65 acres.		

186

Here is a warranty deed (Exhibit K), with 168 letters in the top portion. Mind you, I took into consideration this was printed on their forms and just filled in. There are 193 letters in the lower portion. In the streamlined version (Exhibit K-1), we have 99 in the upper portion and 87 in the lower portion.

If you are thinking about this at all, I know one of the things that is running through your mind is, “What are the attorneys going to say?” You probably feel if you put out a streamlined abstract, it will not meet with their approval. That will depend largely upon the study you give the matter and care taken in preparation of same. If every essential is shown he will go along with you, and if consulted (and he should be) may be able to show you how to do a better job; that is our experience, why shouldn't it be yours?

MR. FRANK K. STEVENS (Angleton, Texas): I just want to tell you what the attorneys would say down where I come from. They would say, “Just give us a chain of title. It would serve just as well because we couldn't examine the title from that. We would have to go and read from the record, and we don't have time to do that.”

MR. DYKINS: I would like to meet your attorney face to face. He cannot show me a thing necessary to be set out or more fully in one of these streamlined instruments to meet every requirement of any examiner in the United States. That is covering a lot of territory.

MR. STEVENS: He would take the position that the girl who prepared it, prepares it on the title rather than the deed.

MR. DYKINS: I can answer that argument by saying that sometimes I think that girl is not half bad. (Laughter)

Our streamlined abstracts have been accepted and are used by F. H. A., Building & Loan Associations, The Federal Land Bank, The Ohio Oil Company, The U. S. Gypsum Company, agencies of the U. S., banks and others, and not a single request has been made for additional information.

## ACTUAL RESULTS PROVE ATTORNEYS COMMEND—NOT CRITICISE

Quoting from a letter written by an attorney for the Federal Land Bank after he had examined one of our streamlined abstracts, quote "I must admit the abstract is an exceedingly neat one, and my only suggestion would be that the foreclosure proceedings might be further abstracted," end of quote.

From a local attorney, quote, "I have just examined one of your streamlined abstracts, consisting of 85 pages. I found therein all essential facts and details, so that the title could be examined with a saving of time without loss of efficiency. I believe you have taken a step in the right direction," end of quote.

We have had a number of attorneys tell us they are much easier to examine and at a saving of time. Not a single dissenter.

But listen—that isn't the idea! There isn't one of these streamlined instruments I have been showing you that won't meet the requirements of any attorney in Texas or any other state.

There are no conclusions in them. They state all the essentials of each instrument in such a way nothing is uncertain and you must be sure to do this when you streamline. You are assuming—he is, I mean—that this is a conclusion in this streamlined work. There isn't a conclusion in it. So, I would like to have your attorney answer that. There is one thing he can't get by with in his pleadings, a conclusion—and he knows it; and for years we have been trying to keep conclusions out of abstracts; and there isn't a conclusion in one of these short forms, or streamlined specimens shown here, just the essential facts.

MR. L. V. RHINE (Paragould, Arkansas): You used a great many of our Arkansas forms in your talk. We have a uniform specification in Arkansas that we worked out with many of our examiners in that state.

There is just one criticism on your remarks on the Arkansas forms, with reference to streamlining the description. I don't believe that would meet with the consent of our title attorneys in Arkansas, because the description is a very important thing, and the demand there is that it appear in our abstract just as it does in the instrument on the record.

MR. DYKINS: All right, tell me this: I start to describe some lots in a town. I say, "Lots o-n-e (1), t-w-o (2)," and if I cut that down and streamline it to Lots 1-2, where is his argument? Does he want to read those parentheses? He has it all right there in Lots 1-2.

MR. RHINE: He might not, in most descriptions, have any argument, but he wants to know that that description, as abstracted, is

just like it appears on the instrument, because sometimes there might be some technicality there that would change the meaning.

MR. DYKINS: And then again there might not be, because if there is a technicality in any description you are going to find that technicality and you are going to put in the description as it is necessary to show any technicality. But I can't see a technicality in this description—"Lots 1 and 2, Block 3, Little Rock." I don't care if he writes it out, prints it, uses figures, and then puts it in. I cannot see where it adds anything to the simple description and why all the extra writing.

MR. RHINE: The attorney, though, hasn't any adopted policy to follow there. Of course, if he understands thoroughly what the abstracter is going to do, that is something else; but he wants to know that the abstracter has put it in there like the instrument is recorded.

MR. DYKINS: If he knows it is not like the record, how does he know that?

MR. RHINE: If he reads our uniform specifications he knows it.

MR. DYKINS: Have you a full adoption of the uniform specification? If you say you have, I can show you some work from Arkansas that differs from the one I have before me. Some may be using the uniform specifications but others are not, at least the samples I have do not indicate that they are. These are specimens I selected to illustrate this talk with. I have specimens that will indicate some of you do it that way. Others in your state differ widely in the way they abstract.

MR. JOSEPH T. MEREDITH (Muncie, Indiana): We seem to be going in a cycle if we follow this, and I am heartily in favor of anything that will cut down in streamlining abstracts; but in Indiana there are a great many abstracters who are now re-making old abstracts and putting in additional material from abstracts that were previously streamlined.

I would say that in many of our communities new abstracting of old abstracts constitutes 75 per cent of our income.

MR. DYKINS: I can see your point of view.

On the other hand, the reason you are now making them over (unless I am mistaken, and I've been an examiner and done this work for years) is because your streamlined abstracts failed to show the essentials. They are not streamlined abstracts, they are evidently abstracts cut down until they fail to show what examiners require. The streamlined instruments I am showing you meet all requirements now and will meet them indefinitely.

All you are trying to do by streamlining is eliminate the unessential, not the essential; and the essential might be, as this gentleman stated, a peculiarity, or something in a description, which would

require showing all of it rather than a part or an abbreviation. You must be very careful about the description, exceptions, reservations, etc. If any doubt exists in your mind, set it out accordingly.

MR. E. E. RANDALL (Buffalo, New York) : I missed part of this but I want to ask you just two questions.

The streamlining project is to eliminate cost?

MR. DYKINS: Eliminate time, which eliminates cost.

MR. RANDALL: Eliminate time, and the cost of typing. Otherwise, I presume your certificate contains all the necessary information, that the data is correct; if not, there is a note on that; is that right?

MR. DYKINS: Absolutely; you must show every essential in streamlining an instrument, noting in abstract of the instrument (not in your certificate) anything out of the ordinary.

Just a moment—may I explain the idea of streamlining. It is to cut out the unessential only.

MR. RANDALL: I am agreed with you; I have no argument there.

MR. DYKINS: I know, but I want to get it to all you fellows: Streamlining doesn't eliminate anything essential. Remember the words "streamline out the unessential." The theory is it cuts down the cost of typing, by reducing the amount of writing it takes to streamline each instrument, which has been shown by the exhibits to run from 25% to over 65%. This means if you have a girl abstracting 8 hours a day and she saves 25% by streamlining, she saves 2 hours time, actually producing one-fourth more.

MR. RANDALL: The theory is that it reduces the cost of typing. What I am interested in knowing is how much it will cost you to analyze the instrument, and then get it into the streamlined or reduced proposition, as against the cost of the typing?

MR. DYKINS: I am glad you asked that question because one of the things that developed in our office was this: During the school year, we had a part-time employee, a girl from the Vocational Department of the high school who worked three or four months until school was out. She then accepted full time work. We started teaching her streamlining by having her work on material which we had in the office, which included practically every kind of instrument. She learned rapidly. She had the booklet of forms which I showed you at the beginning. It did not take her any time at all to get the idea. She did some very nice streamlining. Occasionally she set out more than was actually essential, for instance she might write 2:00 P.M. for 2 P.M. or \$300.00 for \$300 but all in all her work of streamlining was good.

MR. RANDALL: Let me ask you another question. Taking it off at the courthouse, you take the complete instrument; is that true?

MR. DYKINS: No.

MR. RANDALL: You begin your streamlining at the courthouse?

MR. DYKINS: Yes. We have the one girl who does the typing at the courthouse.

MR. RANDALL: You see, what I am interested in is how much is the cost of analyzing this thing at the start, so it can go out cheaply on the typing feature?

MR. DYKINS: I will answer that in this way: We have one girl at the courthouse who abstracts the instruments shown on the work envelope. At first she had only written instructions which I figured out to aid her in streamlining, with a few samples of streamlined instruments to go by. She had no trouble. All of you have someone who abstracts your instruments as you are now doing. If they can do that, then by working out a few samples of different streamlined instruments as a guide for them, they will have no trouble streamlining. You will be most agreeably surprised how quickly and how well they streamline. The majority of instruments will be easy, now and then they will need help, not often. We had the idea, just as this gentleman did, that we must write so much, letter for letter; we take off our slips very carefully, and we streamline the description. Now we even take our slips and lay them before one of the girls in the office and have her abstract from them in many instances and believe me, that is a saving of time. If any doubt arises we send the abstract of the instruments to the courthouse to be compared with the record. We never use slips where there are reservations or restrictions of any kind. Usually we quote them; in any event we are very particular to see everything essential is set out.

The girl at the courthouse used to be able, under our old method of abstracting instruments, to do four or five an hour—get the books, and write from them, and do the job. If she averaged four we were satisfied.

We have a girl who comes three days a week. She used to work for the Company and is familiar with the way we used to abstract instruments, but little experience in streamlining. With the instructions on how to streamline and a few samples of streamlined instruments, she had no difficulty in grasping the idea and averaged ten an hour.

A few days later, the girl who works regularly at the courthouse came in and said, "Mr. Dykins, I have something I'd like to tell you." I am always interested when a woman wants to tell me something.

I said, "What is it?"

She said, "You know, today I averaged ten."

That is the answer to how much quicker it is. I think you have someone in your office who can take a booklet prepared along this line, or samples of streamlined instruments, which it would not take you long to prepare, and in the way you like them, and do a very satisfactory job of streamlining. It doesn't take any time at all for them to get the idea. By the way, the idea of streamlining your work, save time should be taken up by various state associations and put over if they want to put it over; and in putting it over, they should give the job to someone who will study the statutes of the state as they may affect the showing of instruments, court proceedings, etc. Secure the opinion of the attorneys, too. We didn't go to the attorneys and ask them what we should show to suit them. When we had the thing streamlined, we asked them how much more we could eliminate that is unessential. Don't take the other attitude; it is wrong. They will go along with you.

MRS. PAUL BORGMAN (Fort Wayne, Indiana): Isn't your idea that as we become adept at streamlining, it would be as easy for us as the regular abstracting on the additional time involved?

I thought that was the question the man had in mind, and I thought that was your idea.

MR. DYKINS: It would be very much easier.

MR. RANDALL: I am still interested in knowing the mental capabilities of the person who is digging out this information and streamlining it, and how much it costs me, as against an ordinary typist at fifteen, eighteen, or \$25.00 a week? What I am interested in is an answer to that question.

MR. DYKINS: I thought I had made it plain that the ordinary typist such as you mention, can get the idea of streamlining and do satisfactory work in a very short time, if given samples to work from. In other words prepare a set of streamlined instruments, deeds, mortgages, releases, assignments, powers of attorneys and on through the list as you would like to have them and give each girl who is abstracting a set of these samples. It will be no time at all until they are doing a fine job and turning out much more work. In our office with exactly the same kind of help we have had in the past, since we started streamlining instruments, I am making a very conservative statement when I say the result is better than twenty-five per cent more work turned out, which reduced to figures means \$4 NOW FOR EVERY \$3 BEFORE.

MR. WHEELER: Mr. Chairman, I would be interested in knowing how you handled the difficult problem of convincing your Montana attorneys that there was surplusage in their instruments?

MR. DYKINS: That is the easiest thing that ever happened. Let me state this: I have to hurry and finish—we put the abstract out and never said a word to them, except that I consulted one certain attorney to know if I was omitting anything, if I had an instrument about which I had any doubts.

MR. WHEELER: Down our way they don't think they have any surplusage to begin with.

MR. DYKINS: That is perhaps natural, but they will find out when they read one of your abstracts streamlined.

CHAIRMAN SUELZER: Dyk, I want to ask you a question that I think must be of some concern to all of us in those places where the archaic plan is still used of charging per age—doesn't your streamlining whittle away the fees?

MR. DYKINS: No, it doesn't whittle away any fees. If there are abstracters, who put a number of instruments on a page and charge for the page irrespective of the number, I would suggest they spread the streamlined instruments out on each page to correspond with the number usually shown. We show an instrument to the page and charge by the page. This doesn't refer to probate and other court proceedings and material of that kind. We haven't started streamlining them as yet. We have always streamlined them some.

That was a question one fellow raised. He was thinking, "How am I going to show my client that for just this little bit he should pay what I am charging him?"

I will answer that this way: I want every fellow in this room to stand, and he can shout if he wants to, who has a customer who ever turned through an abstract and said, "Why did you charge \$1.00 for that? It's only a piece of a page, and you charged me a dollar for a whole page." Did you ever have one do it?

. . . Cries of "Yes" . . .

MR. DYKINS: Turn through your abstract?

. . . Cries of "Yes" . . .

MR. DYKINS: Thank God there are only three of you. I have never had anyone do that. We never put out an abstract before we started streamlining that didn't show long and short abstract of instruments. It would be no more difficult to answer that question in a streamlined abstract. Both have long and short. How are you going to justify that short charge to him? Did you justify it?

MR. JOHN L. MOMYER (Algona, Iowa): By explanation of the search and the work going into it. He was satisfied after he understood that.

MR. DYKINS: The same explanation should suffice for streamlined work.

MR. WHEELER: Do you number the instruments or the pages?

MR. DYKINS: The pages.

MR. WHEELER: Not the instruments.

Then you have one page with five or six entries.

MR. DYKINS: No. We use 8½ by 11 sheets and abstract one instrument to the page. If necessary we continue the abstract of the instrument on another page and charge additional. Abstract of oil leases made for Oil Companies in a producing or prospective producing field may cover a dozen pages, for each of which we charge.

MR. WHEELER: You had one up there from Montana.

MR. DYKINS: Not from Montana.

MR. WHEELER: You had one page with 1, 2, 3, 4, or 5 entries on it.

MR. DYKINS: I told you that was from Colorado, and the other was from North Dakota. I am sorry you weren't listening.

CHAIRMAN SUELZER: May I ask another question: In most of the older offices they have a large accumulation of abstract data. They may be complete, mimeographed abstracts that they can pull out of the cannery and use for an order; or they may be certain proceedings.

In an old office, that accumulation runs into a tremendous quantity, and it is worth a lot of money because you charge for it just the same as if it were originally compiled. If that office is going into streamlining, it means they will have to throw that material away.

MR. DYKINS: That is a very good question. I will admit that. But I would like to be a competitor of that office. I would like to streamline abstracts in that territory and turn them over to examiners. After they have had an opportunity to examine a few streamlined ones, I am satisfied where orders for abstracts would go if they had anything to say about it. After all examiners are not anxious to do a lot of extra work.

That, however, is not the real answer. The real answer is: Go along with your material; don't throw anything away. It costs money. I find here that things cost money that even I would like to throw away.

But here is the idea of streamlining—use your material but begin to get streamline-minded; begin to think, and as you prepare new material, work out streamlining on it.

We used to have the double-entry system, the daily balance system, and the Lord only knows what in bookkeeping. That's the long way; there is a shorter and better way and we are using it.

Streamlining your work doesn't mean streamlining your abstracts only. It means getting the idea and applying it wherever you can possibly do so in your office. Maybe when this building bubble bursts, you are going to have to make abstracts, and you are going to have to make them quickly; you can't sit down and type them as you have been doing and hope to turn them out as you will be expected to. You are just as anxious to turn out a lot of abstracts in a short time as they are to get them. Streamlining will help so start getting ready now.

Let me tell you something more (and this may answer the question of that fellow back there): If you streamline an abstract and put out 50 pages in the time it took you to put out 30 before, you are in a better position to meet any proposition they make. I am not advocating that you ever treat the government different than any of your other clients, or give them a penny, but I am saying that you may have to meet a situation which the preparation I have suggested may help you to solve and still be ahead.

They may say, "We'll give you just \$50.00 and no more."

All right—if streamlining has enabled you to prepare a \$60 abstract for \$35, the same thing that cost you sixty before, because you can do it that much quicker, you will be able to accept the \$50 and make more money than you would, making it the old way.

### THE SMALL OPERATOR GETS A BREAK

There is one thing I have not spoken of which will prove especially beneficial to the abstracter who does a large part of his own work and that is—SIMPLICITY OF PROOF READING OR COMPARING STREAMLINED INSTRUMENTS. We find in our work that one person can proof read or compare many of these instruments accurately and almost as fast as two people.

### ASTOUNDING RESULTS SHOWN

In this presentation instruments as abstracted in 6 states have been used. In every instance it has shown streamlining saves time, from a slight saving to a very decided saving. From this conclusive showing I am satisfied, and I believe all of you will agree with me, that every abstracter, and especially those who do a large part of their own work, will be benefited.

Averaging the time saved in streamlining the 21 instruments used shows the unbelievable result of FIFTY PERCENT—ONE-HALF.

What does this mean? It means EVERY ABSTRACTER IN THE UNITED STATES should be able to save some time if he becomes streamlined-minded.

Ladies and Gentlemen, I want to thank you for your kind attention.

MR. W. A. McPHAIL (Rockford, Illinois): I suppose I will get cracked down like a lot of other fellows.

MR. DYKINS: I don't crack down on anyone.

MR. McPHAIL: Do you do the same thing with the state and chancery suits?

MR. DYKINS: You weren't listening. (Laughter) I just stated we did not streamline, and we did not begin to streamline or work streamlining on probate or other court matters more than we have been doing. We have not taken those up yet, but they can be streamlined and we will eventually work it out on all court procedure.

MR. McPHAIL: I have the same idea Mr. Suelzer does—we have in our office a great many of the proceedings abstracted the way we think they should be, and we can have a typist sit down and copy one without looking at it again.

MR. DYKINS: Don't throw any of it away.

And you might start teaching some of your stenographers to streamline. They will take the same material and surprise you what they can do with it in much less time.

But I am not speaking about court proceedings because we haven't gone into that question.

MR. STEVENS: I was going to ask whether the main purpose of all this was to save G. I. Joe or to take more money for us? It wouldn't work in Texas.

We used to do that in our company 50 or 75 years ago. We have lots of abstracts made in that streamlined fashion, but we couldn't get any attorney to accept them on a bet. At the present time, they are junk.

We put everything in there in full, the entire instrument, from beginning to end. That is the way they want them.

I don't know what property is worth in Montana, but when it gets to be valuable, they won't take that streamlined story. That has been our experience.

MR. DYKINS: Let me answer that in this way; and I tried to put it over before, but it didn't go. You will have to work out streamlining in your state on your own instruments and in your way.

He can't do it in Texas because he has oil down there. We don't streamline oil instruments in Montana.

MR. P. SHERIDAN: For the oil companies?

MR. DYKINS: For the oil companies. No. If it is an abandoned field that never had anything in it, we abstract it as short as the illustrations used.

We made an abstract for an oil company the other day and every lease was set out in full.

MR. E. BULLARD (Duncan, Oklahoma): I would like to—

CHAIRMAN SUELZER: This will be the last question permitted, because of time.

MR. BULLARD: In Oklahoma, our oil companies request that we abstract their instruments in the very briefest form.

MR. DYKINS: You see, Mr. Stevens, in Oklahoma they can.

Ladies and Gentlemen, I want to ask one thing of you; start considering this matter. It is all I ask, because I am trying to get you started to think, not how to use any particular method, or system, but I do want you to start thinking about streamlining.

CHAIRMAN SUELZER: I am sure I speak the sentiments of everyone present when I say that we are greatly indebted to Dyk for a novel, interesting and constructive presentation of streamlining.

It is a matter of regret to your officers and to Mr. Dykins, whose article is carried herein, that it was not possible to continue the established size of Title News, 8½ x 11 publication. Mr. Dykins, we in national headquarters, and our printers all tried in every conceivable manner to prepare this issue in our normal 3-column style. In order to carry his article and to show the exhibits (which are an important part of his presentation) it was necessary to carry his copy in a single column style. Hence the departure from our normal sized issue.