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ERNEST J. LOEBBECKE President, American Title Association, 1958-59

## **INSIDE STORY**-

#### Page 2-11

This month you can learn of the entire "official family" of ATA. These are the ladies and gentlemen who will contribute their time and talent to the betterment of the association during 1959-60.

#### Page 12-13

Here on your left you see your national President, Ernest J. Loebbecke. And right below you can gather some of the reasons he is an outstanding leader of our profession. Those who know Ernie need no evidence but some have not met him and this is one way you may "get to know him."

#### Page 14-18

At every convention in every state where abstracts predominate you will hear more about the Abstract Certificate. Here is a learned treatment of the subject from a recognized authority, Professor Willard L. Eckhardt of the University of Missouri School of Law. We are indebted to the MISSOURI TITLEGRAM, published by the Missouri Title Association for this fine contribution.

#### Page 19-21

The essence of good relations begins with good communications. This is poignantly illustrated by Ross C. Roach, Advertising Manager of Kansas City Title Company, in his fundamental approach to this necessary ingrediant of all public relations activities.

#### Page 22

Here is good news. ATA adds a public relations program to its activities and here you can meet (and see) the gentleman who will head up this activity. Meet James W. Robinson, Public Relations Director of American Title Association.

## MEET THE NEW PRESIDENT OF ATA

Ernest J. Loebbecke is an active, energetic, native Californian and is President and a member of the Board of Directors of the Title Insurance and Trust Company, Los Angeles, California. Elected President of the American Title Association at its last convention in Seattle, Mr Loebbecke seems to find time for a multitude of activities.

A certified public accountant, Loebbecke joined the Title Insurance and Trust Company 24 years ago, and served as its chief accountant, vice president, treasurer, and executive vice president before taking his present job.

Loebbecke attended San Francisco public school, the University of San Francisco and Southwestern University, Los Angeles, majoring in business administration. He was born in Chico, California. Active in the business world, the genial president takes part in many professional organizations, including the California Bankers' Association, National Association of Home Builders, the Los Angeles residential Research Committee, and California L and Title Association. He has served the ATA as Chairman of the Title Insurance Section, Vice President and on numerous committee assignments.

Among his civic and service activities, he is President of the Welfare Federation and the Los Angeles Community Chest. The Los Angeles Chamber of Commerce, Merchants and Manufacturers Association, National Conference of Christians and Jews, Kiwanis, and the United Cerebral Palsy Association are other organizations in which he is active.

He resides with his wife and two children in Altadena.

## ABSTRACT CERTIFICATES, WHAT THEY SHOULD COVER

WILLARD L. ECKHARDT

#### Professor of Law, University of Missouri School of Law, Columbia, Missouri

In the last issue of the MISSOURI TITLEGRAM Walter R. Brown, Esq., Attorney for the Federal Land Bank of St. Louis, discussed "Abstract Contents. From The Title Examiner's Viewpoint" (Vol. 51, No. 6, pp. 6-8, 12, June 1958), (see Title News, Vol. 37, No. 7., July 1958). In his able discussion he considered in some detail the Caption and the Chain of Title, and very briefly the Certificate. My purpose here will be to consider the

Willard L. Eckhardt, Professor of Law, University of Missouri School of Law at Columbia, Missouri, specializes in the field of real property. He has been on the faculty of the School of Law since 1938. He has been a member of the Title Examination Standards Committee (and its successor, the Real Property Committee) since 1948, and has been its active Chairman since 1952. He is the co-author of Bigelow & Eckhardt's "Cases on Personal Property" (3d Ed. 1942); is co-author of Eckhardt & Peterson's "Possessory Estates, Future Interests, and Conveyances in Missouri" (1952), Vol. 23, Vernon's Anno. Mo. Stat. pp. 1-83.

abstracter's certificate in somewhat greater detail than did Mr. Brown.

With reference to the abstracter's certificate, the substance of Mr. Brown's first point was that unless the certificate is sufficiently broad in coverage a title examiner cannot approve the abstract and cannot pass the title.

There is no common law duty on a vendor (or mortgagor) to furnish to a purchaser (or mortgagee) an abstract of title, but the duty, if any, to furnish an abstract of title is created by contract. A typical provision in a contract for the sale of land is as follows: "Vendor shall within TEN days hereof deliver to purchaser at \_\_\_\_\_\_ an abstract of title certified to date by reliable abstracters showing marketable title of record in Vend or, subject to exceptions herein stated."In view of this contract provision, the title examiner's problem is twofold (assuming the abstracters in question are reliable): first does the abstract tendered meet the contract requirements; and second, does the title shown by the abstract meet the contract requirements.

In view of the fact that the contract for the sale of real estate almost never states in any detail what is an acceptable abstract, and there being no case or statute law on the problem, the matter as a practical matter boils down to what experienced title examiners consider an acceptable abstract. Insofar as Missouri is concerned, the matter is covered by Title Examination Standard No. 3, "Abstract, the Certificate," adopted by The Missouri Bar in 1948. (Pamphlet reprints of the Missouri Title Examination Standards are available without charge from The Missouri Bar, 2231/2 E. High St., Jefferson City, Mo.; the standards also are printed in the pocket part to Vol. 23, Vernon's Anno. Mo. Stat., following Chap. 442.) This standard states the considered judgment of the members of the Title Examination Standards Committee (now included in the Real Property Committee) of The Missouri Bar, and of the bar as a whole by reason of its approval by the Board of Governors of The Missouri Bar. The membership of the Committee includes many of the outstanding title men in Missouri, including many lawyer members of the Missouri Title Association.

Title Examination Standard No. 3 provides as follows:

3. ABSTRACT, THE CERTIFI CATE-If a certificate is made by a reliable abstracter, is not limited to any specific person, and covers neither (a) ( everything filed or entered in the public records of the county or (b) all matters filed, of record, or proceedings in the offices of the recorder of deeds, clerk of the circuit court, the probate court of the county, and all taxes general and special, it should be accepted without requiring recertification, regardless of lapse of time. (3 Jour. Mo. Bar 225 (Nov. 1947); 4 Jour. Mo. Bar 40 (Mar. 1948); adopted May 7. 1948.

COMMENT: Standard 3 covers two problems: first, it sets out the matters which should be covered in any abstracter's certificate; and second, it approves the accetance of old certificates made by reliable abstracters.

This standard states the sound and generally accepted practice as to the acceptance of old certificates made by reliable abstracters, notwithstanding the fact the person currently relying on old certificates may not have any remedy, if there is an error in the part of an abstract covered by an earlier certificate. because the abstracter who made the earlier certificate is no longer in business, or action is barred by five year limitation, or there is no privity: see generally, Mo. Dig., Abstracts of Title, Sec. 3, (T.E.S. Comm. 1953).

Although this standard does not have the force of case or statute law, it should be followed by every title examiner in Missouri as to the minimum which must be certified to in order for an abstract to satisfy the vendor's obligation under a contract of sale. An abstract with more limited certified coverage should be rejected by the title examiner.

As noted, the 1948 Title Examination Standard No. 3 states the very minimum certified coverage for an abstract. In 1949 a proposed Abstracter's Certificate Act was prepared by the Title Examination Standards Committee and was approved by the Board of Governors of The Missouri Bar. This bill was not introduced or considered by the General Assembly, but it is significant in the present discussion as a considered expression of the opinion of title examiners as to what an abstracter's certificate should cover. The bill had three primary objectives: FIRST, to provide that the certificate would be construed as covering all essential records and public offices of the county. affecting the title to real estate, unless specifically excepted; SECOND, to provide that the liability on this certificate should extend to any person relying on it to his damage; and THIRD, to provide that all abstracters be bonded.

Section 3 of this 1949 proposed Abstracter's Certificate Act provided as follows:

Sec. 3. After the expiration of three months from the effective date of this Act, any person making or compiling and certifying an Abstract of Title to real property in the State of Missouri, in whatever form, shall, unless otherwise expressly limited in such certification, be deemed to expressly warrant that (1) such certification includes and covers, for the period specified, (a) all conveyances, instruments of writing, liens, suits, probate proceedings, bankruptcy proceedings, ordinances, or other related matters, of record, or on file, in the office of the Recorder of Deeds, the offices of the Clerks of the County Court, the Circuit Court. The Probate Court, or any other Court of Record, or any United States District Court, or division thereof, in the area and county within which the affected property is situate, which affects or which might affect the title to said real property, and (b) all taxes or assessments against the affected property, in said area and county, as shown by the records of the County or Township Collectors, the records of the City Treasurer, or other Tax Collecting Official, of the town or city within which the affected property is situate, and the records of any public tax collecting officials of any special drainage, road, water, fire or sewerdistrict, or any other quasipublic authority, authorized under the statutes of the State of Missouri to levy or collect taxes or special assessments against the affected real property, and (c) all judgments, transcripts or abstracts of judgments, or foreign executions of record, or on file, in the office of the Clerk of any Court of record within the area and county in which the affected property is situate, rendered or filed, within a three year period next preceding the date of such certification against the parties named therein, and (2) that there are no pending bankruptcy proceedings in any division of the United States District Court within the area and county in which the affected property may be situate, by or against any of the said named parties, which affect, or might affect, said property.

One of the most glaring deficiencies in certain abstract certificates in current use in Missouri is the total failure of the certificate to cover probate court proceedings. The necessity for abstracting probate court proceedings is obvious. With such a certificate, the only thing that saves the purchaser is that the abstract in fact probably does cover probate court proceedings, and that the abstracting in fact probably has been done competently. But if the abstracting has been done and done competently, there is no reason why it should not be so certified.

Another area of deficient certifi-

cation, which may be less prevalent now than it was twenty years ago, is as to pending actions in circuit court, as distinguished from judgments. With reference to lis pendens, in most cases in practice a lis pendens notice will be filed with the recorder of deeds, and will be covered by the abstracter's certification as to records in that office. However in cases involving purely legal rights (as distinguished from equitable rights) the common law doctrine of lis pendens applies even though no notice is filed in the recorder's office. See sec. 527.260, RSMO 1949; Abington v. O'Dell, 197 S.W. 339 (Mo. 1917).

Three year certification as to judgment liens is not sufficient unless there also is certification as to pending actions. For example, if scire facias is issued to revive a judgment and lien before the expiration of the lien, but judgment of revival is not rendered until after the expiration of the lien (i.e., after the original three year period expires), nevertheless the judgment lien prevails over intervening interests: sec. 511.390, RSMo 1949.

The above three paragraphs are not intended to be an exhaustive catalog of areas of deficient certification, but simply to indicate typical problems that may arise.

Apparently certain title examiners have accepted abstracts with certificates deficient in one or more respects. The failure of the title examiner to object is due no doubt to the fact that things always have been done in that way in his county, that he is not fully aware of the deficiency, and that as yet no client has been hurt by reason of the deficiency. The fact is that the title examiner who passes without qualification such a deficiently certified abstract may himself be liable to his client. If all title examiners insisted on properly certified abstracts, the problem of poor certificates would quickly correct itself.

There is another matter to be considered in connection with the scope of the certificate, and that is that the abstracter should not make his certificate so broad as to certify matters which he cannot reasonably be expected to certify. Should an abstracter certify all probate proceedings that may affect title? An abstracter may wish to except certain probate proceedings where title to land is not involved directly. For example, in 1920 A is adjudged insane; in 1950 A acquires title to Blackacre by deed; and in 1955 A conveys out title. Certainly A's insanity adjudication is a probation proceeding which affects or might affect title to Blackacre, but the abstracter may object to a certificate so broad as to cover the 1920 insanity hearing. There is a similar problem with reference to divorce proceedings in circuit court where real estate is not involved directly, and of marriage licenses and returns in the recorder's office. Matters of this type need to be considered when drafting the certificate, either to narrow the basic coverage or to make exceptions as to very broad basic coverage.

Walter P. Brown in the article referred to above expressed the opinion that the Uniform Certificate of the Missouri Title Association is sufficient but that he would prefer an even more comprehensive certificate. I agree with Mr. Brown, General adoption of this uniform certificate would be a great step forward. The great advantage of a uniform certificate, in addition to its provision of minimum coverage, is that the title examiner knows what it covers without spending a substantial amount of time studying a particular certificate.

Although uniformity is desirable, it is not necessary that every abstracter's certificate be uniform in the sense of being identical. What is most important is that every certificate have all of the substantive coverage of the uniform certificate; additional coverage is desirable, especially to meet local problems not common to all counties. The certificate approval plan of the Missouri Title

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Association, with its Committee made up of three of the ablest title men in Missouri, will greatly improve abstract certificates in Missouri if abstracters will avail themselves of this service.

How heartening it is to see the great strides taken by many Abstract Companies in modernizing their places of business! This recent trend to a "face lifing" is a good omen.

Many of you recall the roll-top desk, the string lights cords, the green eyeshades, the brass cuspidors, the straight wooden chairs, the typewriters which became so worn that they typed on three lines each trip across the page. If you recall those things as memories, you are fortunate that they are memories. Many Missouri Abstracters still face those things every day. Their places of doing business and methods of doing business have not changed in 30 years. Their equipment and methods remain the same.

One of the Zone Chairmen recently reminded me of one abstract office that was upstairs in an old building, which was otherwise vacant. Cats had to be picked aside so you could mount the stairs. Even then you had to do a lot of twisting and turning to get into the abstracter's office. The office itself had tables piled high with books, boxes, papers and miscellaneous matter, all covered with a liberal layer of dust. It was equipped with one rolltop desk, two string lights, one typing stand with a 30 year old typwriter, several straight chairs, with most of the rungs missing, windows were so clouded that it looked like rain although the sun was shining outside. The prices charged were as dated as the fixtures.

Although the abstracter could well afford to modernize his place of business, he refused to do so.

That Abstracter was within his Constitutional Rights to have the kind of a Plant he wanted and to run it in the fashion he desired. But couldn't he be overlooking his corresponding

duties to himself, his family, his customers, the public and even his competitors? There is an unwritten code of fair play and even though this man did not get a very large percentage of the business, he still remained a thorn in the sides of modern Title Business in his town. His actions, or lack of them, even affected the abstracters in the adjoining counties. As a result of such deplorable situations. the public is lead to cast little weight to the importance of proper title evidence. His work may have been accurate but the stature and reputation that accompanied it was tarnished. The modern public just couldn't have much confidence in this type of a Title Plant.

Imagine that you are buying a new car. It doesn't have any paint, its upholstery is soiled, spotted and dirty, its doors don't click when they shut, its chrome trim is missing—no, you would have none of that. Yet, that car might actually run better than the new car with a good paint job. It needs the appeal of color and style —you demand it. Why don't we in the title business use the same tactics—window dressing—let's give it to the public. We can be proud of our businesses and our product. Let's keep up with the times.

The several Plants that have stream-lined and remodeled in the last few years report:

(1) That the attitude of their employees has improved. The employees take pride in keeping a nice office and Plant; they are more alert; they do a better job of greeting the public, and their public relations position has improved.

(2) That attorneys, real estate men, bankers, lenders and other frequent users of title business are more cooperative and more readily use their facilities and services.

(3) That their plant is more efficient and they can turn out more work in less time because of better equipment and keener personel.

(4) That it is easier to hire and retain good employees.

(5) That they can more justifiably ajust their prices. It is easy to explain to the Customer the cost of maintaing good equipment, good lighting, neater desks, keener personnel. The customer appreciates "overhead" and since everything else has increased so much in price the last 10 or 20 years, this business must likewise keep abreast.

(6) That stature of the Title Business in the community has been raised and people are becoming appreciative of the Title Plants' contribution to commerce in its community. With the modern Plant, they are in a position to impressively remind the public of the services their business can offer.

When the stature of the Title Business is raised in one community, it also effects Title business in the adjoining counties. It helps all the other Plants in the area. Where will people do business? Ask yourself where you would eat lunch on a hot day if you had the choice of two cafes, side by side, the first has air-conditioning, chrome fixtures, comfortable upholstered chairs, waitresses in clean uniforms, flourescent lights and generally pleasant surroundings, the second cafe needs painting, has a fan blowing hot air out the open door, has an unattractive floor, dark wooden tables and chairs, and waitresses who look wilted and out of sorts? The answer is obvious. If you had the same choice between banks, grocery stores, dentists' offices, clothing stores or title plants, which would you take? Those questions are easily answered. Now answer this question. Why don't you do something about it? Do it nowdon't procrastinate. You will be amazed how much it will lift your spirits and stature to give your place of business a "face lifing."

## GOOD COMMUNICATIONS

ROSS C. ROACH

Advertising Manager, Kansas City Title Insurance Company, Kansas City, Missouri

Perhaps few of us in this day and age of rocketry and space travel will ever have the opportunity - or courage - to attempt to crash the sound barrier in aircraft. But the number of reasonably intelligent businessmen who daily take off on verbal flights only to bounce off the **communications** sound barrier and plummet to despair in the smoke and haze of misunderstanding is appalling.

It's true - unforunately - that we, who so frankly admit our ignorance of space travel, "shoot for the moon" every day in an attempt to sell, service and pursuade others with little concern for the way we talk and write . . . and even less knowledge of the manner in which our audience may react.

You may say there's no connection between rocketry and communications? Perhaps not, but then again perhaps so. Certainly, in the past. races for word dominion have been waged for the simple reason that one nation was not able to exchange its ideas with another. Who is to say that the present rocket race has not come about because of a failure to see another's point of view.

More pointedly, when an American businessman fails to make a sale the chances are that he will blame his prospect as being stubborn, contrary or ignorant. In most cases, the real truth is that the salesman has failed to communicate with his prospect; he has failed to understand the prospect's background; he has neglected to respect his emotions, and he has neglected to present the facts - all the facts, assuming that his prospect knew exactly what he was talking about.

Proper communications can make a company or individual successful. Improper communications can cause more grief, heartache and general misery than is possible to set on paper. Communications failures occur every minute of every day in every town and hamlet in the U.S.A.

If a communicator doesn't say what he has to say clearly, other folks don't understand what is meant. If the communicator talks while others aren't listening, the message is lost. If one explains something to another who has no knowledge of the subject involved, then he can't understand the conversation at all. These are but a few examples of communications failures. The list is almost endless.

To our way of thinking, a communications failure is a public relations failure and whether we like it or not, each of us has many publics that we must please. Among the more important are our families (our wives at the top of the list), our business associates, our customers, our prospects, our friends. A wrong word here, an improper inflection of voice there, a lack of empathy (an awareness of the other fellow's sentiments and values) in the other place and your day becomes a nightmare of hurt feelings and disappointments.

How can we avoid all of this? How can we succeed where others fail? Well, it's not easy, but there are some guideposts that can help us along the way. Let's look at a few of them.

Stewart Schakne, manager of the public relations department of Standard Oil Company (New Jersey) illustrates a common communications failure. He relates that a company affiliated with Standard embarked on a program to train local residents of a foreign country for work as truck drivers. Prior to the arrival of the company on the local scene, the citizenry had lived in what might be called conservatively a pre-machine culture. The company went to great pains to train the recruits for their jobs. Lectures were given on the various steps necessary in starting a motor and operating a truck.

All seemed fine until the trainees were assigned to their vehicles. At that moment it became eminently clear that an important phase of communications had been overlooked. The young natives were unable to seat themselves in the truck cabs because they had lived all of their lives in tents and had absolutely no idea of how to open a door.

But one need not go to a foreign country to encounter this same basic problem of communications neglect.

It would be foolhardly to expect a man who had never hit a golfball in his life to understand what you were talking about if you said that you had teed off on the sixteenth with your three-iron only to find yourself stymied on the green. It would be just as foolish to describe a brilliant line plunge from a split-T on the fourth down to a woman who has never gotten closer to a football game than her garden and expect her to understand you. Getting closer to home, it is utterly ridiculous to expect a homebuyer to understand the importance of title insurance if you talk to him only in terms of protection from offrecord risks, security from heirship claims and the importance of searching the chain for defects.

First you've got to educate him.

GUIDEPOST NUMBER ONE. don't ever assume in writing or talking to another person that he knows what you're talking about.

It's probable that most of us consider ourselves as rather logical in our thinking. Just give us the facts, we say, and we'll come up with the right answers. Oh, yeah? Well, consider these facts:

We hold between our fingers a slim, tapered object. It is made of wood. It is white although it could be another color. It is very practical, particularly after eating. What is it? A toothpick? Nope, By the way, we forgot to mention that it has an eraser at one end, lead at the other and we use it to sign the luncheon check at the club. Trickery? Not at all. We just neglected to give you **all** the facts (purposely, in this case) and your mind did the rest.

We knew what we were talking about and we gave you certain facts. You drew the conclusion. And that's where we made our communications mistake.

This simple analogy illustrates the danger of what a recent article in **Nation's Business** referred to as "allness." It is the tendency to think you have said all there is to say on a subject when, in reality, you've only said what you can think of at the moment.

For years, a debate has been carried on among advertisers as to the merits of short copy versus long copy. Personally, we feel the argument is ridiculous at best. If short copy can tell the whole story, then that's the copy to use. On the other hand, if it takes long copy to get all the facts across then by all means this should be employed.

A man once asked Abraham Lincoln how long he thought a man's legs should be. In his inimitable fashion, Lincoln replied: "Long enough to touch the ground."

Your facts in speech or writing should be "long" enough to fully inform your audience or your reader. Facts left untold can lose sales or grievously injure your public relations.

It should be remembered that no verbal description of an object can make it possible for a hearer or reader to reproduce that object exactly because no description can cover every detail. The omission of some of the facts, therefore, makes the job even more difficult.

GUIDEPOST NUMBER TWO: Give all the facts and keep in mind that words are merely labels for a few selected details. Before you're finished, mentally add "etcetera" to see if you've covered all bases.

A strange phenomenon exists among peoples of the world. Basically, they are all the same; they have the same basic drives and emotions. Yet they differ radically from each other in the manner in which they react to data set before them.

This has been a subject of great interest to social psychologists who have discovered that people react differently to the same advertisement, remember or forget different passages of the same political speech depending on their party allegiance, interpret the meaning of ink blots differently. They tend to reconstruct facts and data to fit in with preconceived ideas or notions.

To illustrate this point, supposing you were attempting to sell red hot water bottles to New Englanders and in your presentation you didn't show them a sample of your water bottle nor did you mention it's red color. Indeed you talked of the superiority of the rubber, of how it would outlast others two to one, etcetera. It's very possible that upon delivery of the bottles to your New England customers you'd have plenty of trouble on your hands (as well as a bunch of water bottles) because folks in New England believe that white rubber goods are superior to red, while most other Americans believe just the opposite.

Strange? Indeed, but just as strange is the fact that New Yorkers prefer white eggs while Bostonians prefer brown, white asparagus is preferred in Chicago, while the rest of the Midwest (and Boston) prefers green. We wouldn't venture a guess as to how to account for these odd things, but we would insist that they have to be taken **into account** when communicating with people. It's well also to remember that people of the same town or city will react just as differently from each other as will Southerners from Yankees or Easterners from Westerners.

GUIDEPOST NUMBER THREE: The background of your hearers or readers will determine in a large measure the way in which your message is received. Know your audience.

It should be understood that the guideposts mentioned above are not offered as sure cures for communications failures. To them could be added at least a score more. One additional needs mentioning:

GUIDEPOST NUMBER FOUR: Say what you have to say—in speech or writing - clearly so that your audience can understand you. Use simple language. The command "up" in an elevator means just one thing. If you mumble the word "ascend" only confusion can result.

The problem of transmitting our ideas clearly to others is one of the most pressing in the world today. It affects everyone in every walk of life. No one is immune to the harmful effects of poor communications. Likewise, everyone can profit noticeably through successful communications.

It's only in an atmosphere of mutual understanding t h a t we can achieve success in our chosen fields, maintain domestic bliss, and gain voluntary cooperation in our business and our community. Good communications point the way.

## ADD PUBLIC RELATIONS DIRECTOR TO ATA STAFF

James W. Robinson, of Lyons, Illinois, has recently joined the American Title Association headquarters staff in charge of public relations. He comes to the Association with a splended background, having served as Executive Secretary of the American Corn Millers Federation. He was also former account executive with the Byrne Marcellus Company, a trade association management organization specializing in service to national trade groups.

A significant attribute of Mr. Robinson's background is his long service with the Chicago Title and Trust Company as their public relations representative. Mr. Robinson is familiar with the title evidencing field and is acquainted with public relations programs and problems. He has also served as an instructor in salesmanship at Northwestern University and has lectured on creative selling.

Mr. Robinson was forty three on October 4th, is married and the father of two sons, James, Jr., age eighteen, and Thomas, age sixteen. He spends his spare time in the pur-

James W. Robinson, of Lyons, Illisuit of his hobbies of amateur theatrics and golf.



#### JAMES W. ROBINSON

#### NOTE THESE DATES . . .

American Title Association 1959 MID-WINTER CONFERENCE FEBRUARY 19 - 20 - 21 Roosevelt Hotel — New Orleans, La.

#### 1959 ANNUAL CONVENTION

OCTOBER 19 - 22, 1959

New York City

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MORE THAN 150 YEARS service with Kansas City Title Insurance Company is represented by these three veteran members of the title firm. Walter Parkins (left), vice president, and Julius Roth (right), special representative, in recognition of their 50 years' service, were presented diamond lapel pins and plaques by Edward J. Eisenman, chairman of the board. Eisenman, himself, celebrated his fiftieth year with the title company in 1954.

## LAW SCHOOLS TO SUFFER?

"We are closing our eyes to reality if we do not realize that the tremendous effort now being made to attract young people of ability into carreers in the sciences and engineering inevitebly will reduce the number of outstanding students who apply for admission to law schools. It likewise will affect the average of the scholastic ability of those who apply for admission. This will be accentuated by the operation of the National Defense Education Act passed in August by the Congress, to provide assistance for institutions of learning, and student loans to deserving applicants, which

is designed to increase the number of scientists."

Ross L. Malone, President, American Bar Association

(Mr. Malone cited a 1956 survey of high school students in the top five per cent of their class, which showed 27.4 per cent planning to pursue engineering or sciences, 9.4 per cent plannig to enter medicine, and only 2.2 per cent looking to law. These figures were confirmed by a later poll of students who won National Merit Scholarships to college. A full 50 per cent of these preferred sciences or engineering, nine per cent chose medicine and three per cent law) NOTE THESE DATES . . .

American Title Association

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