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Minutes of the Annual Meeting of the Wyoming State Bar

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MINUTES OF THE ANNUAL MEETING OF THE WYOMING STATE BAR

September 12, 13, & 14, 1974

Laramie, Wyoming

The 34th Annual Meeting of the Integrated Bar and the 59th Annual Meeting of the Wyoming State Bar was called to order by President Thomas Morgan at 9:00 a.m. in the Fine Arts Center on the campus of the University of Wyoming in Laramie, Wyoming.

Following President Morgan's opening remarks, Thomas Smith, President of the Albany County Bar Association, made a welcoming address to those assembled. Jerry W. Housel of Cody then asked for, and received, the floor for purposes of making the following motion, which was seconded by Kenneth Briggs:

That the Wyoming State Bar unanimously endorse Alfred M. Pence of Laramie for election to the Board of Governors of the American Bar Association from the Twelfth District, and respectively request and urge the state delegates of the Twelfth District to nominate and those delegates and all other state delegates to support Mr. Pence for that position.

The motion unanimously carried. William J. Kirven, President-Elect, then responded on behalf of the Bar Association to the welcoming address of Thomas Smith.

President Morgan then called upon Daniel M. Burke, Secretary-Treasurer, for the Secretary-Treasurer's report. Upon timely motion duly made, seconded and unanimously carried, the reading of the minutes of the last annual meeting was avoided and the Treasurer's report was given. Upon motion duly made and seconded, the members unanimously approved the report. Following the Treasurer's report, President Morgan appointed Michael J. Burke, Michael J. Sullivan and Gregory G. Greenlee to the Audit Committee, and then gave his annual report to the association.

President Morgan then introduced the Honorable Joseph F. Maier, chairman of the Committee on Legal Education and Admissions to the Bar, to give the report of that committee.

Following a brief coffee break, President-Elect and Wyoming State Bar delegate to the House of Delegates of the American Bar Association, William J. Kirven, highlighted the proceedings before the House of Delegates during the preceding year and summarized generally that this is a time of constant change. He focused on four specific areas of change. He stated that it is his belief that within two years there will be instituted programs for recertification of lawyers, especially trial lawyers. He noted that the initial programs will be in response to pressure for such recertification emanating from the United States Supreme Court and the Federal Courts generally. He then advised that prepaid legal service programs must be established lest the Federal government intervene and provide prepaid legal services to those with average incomes and informed members with respect to primary difficulties in establishing a legal service plan caused by the paradoxical position of the Antitrust Division of the Department of Justice which considers "open panel" plans to be violative of federal antitrust laws.

Mr. Kirven also directed the group's attention to the fact that some states have adopted plans which allow lawyers to hold themselves out as specialists in various areas of the law and advised that the Wyoming Bar should begin to study the problems involved with specialization to determine what direction, if any, the Wyoming State Bar might wish to take relative to specialization.

Kirven concluded with the thought that most jurisdictions are looking toward adoption of the Uniform Probate Code and suggested that the members give their full attention to the report of the Uniform Probate Code Committee which was next on the agenda.

President Morgan then stated that the chair would entertain nominations for the position of Wyoming State Bar delegate to the House of Delegates of the American Bar Association. Nominations resulted in only the nomination of Mr. William J. Kirven, who was unanimously declared re-elected as the delegate of the Wyoming State Bar.

President Morgan then called upon Mr. Lawrence H. Averill, Associate Dean of the College of Law and chairman of the Uniform Probate Committee, who reported that the committee was nearing completion of its work and that he hoped to be able to make a final report at the legislative meeting of the Bar. He stated that the committee has finished a general perusal of the Code and has identified several problem areas which the members feel give rise to a

need for further research. Examples of problem areas needing attention relate to fees, veterans' guardianship, the ability to institute probate proceedings more than three years after death, and state inheritance taxes.

Mr. Averill stated that the next meeting of the committee will involve a total review of the Code. He pointed out that Colorado, Idaho and North Dakota already have the Code in effect, and that the only state which neighbors Wyoming which has not already passed the Code is Utah.

Mr. Averill noted that the more a person studies the Uniform Probate Code, the more impressed he becomes with it, and that the fact that Wyoming has not yet adopted it has allowed Wyoming a tremendous advantage in being able to observe the difficulties with the Code which might have been brought to light through experience of other states.

The committee has worked closely with the Joint Judiciary Committee of the Wyoming State Legislature, which is also presently working on the Code and the Committee has received a great deal of assistance from the Legislative Service Agency, primarily from Joe Meyer.

Chairman Averill concluded that, although the Code is more comprehensive than existing legislation, it is not more complex, and that, if adopted, it will allow for an acceleration in the process of probate in all respects except that it will not affect the federal estate tax timetable.

Chairman Averill then introduced the Honorable Gerald F. Schroeder, Judge Magistrate Division of the District Court, Ada County, Idaho, who addressed the members present with respect to Idaho's experience with the Code and emphasized that Idaho's experience had generally been favorable.

Following Judge Schroeder's remarks, President Morgan called upon Mr. Richard Bostwick of Casper, who gave the Nominating Commission report and the report to the State Bar on judicial administration for the American Judicature Society.

President Morgan then asked the Honorable Glen Parker, Chief Justice of the Wyoming Supreme Court, to welcome the new members of the Bar to the convention and to the Bar. Judge Parker encouraged the new members to participate actively in the Bar.

Vincent Case, Chancellor-President of the Potter Law Club at the College of Law at the University of Wyoming was then introduced by President Morgan. He in turn introduced Mr. Richard Hennig, Potter Law Club's First Vice-President for Academic Affairs. Mr. Hennig

urged members of the Bar to visit the law school and to visit with the students, to utilize the professional services provided by students of the College of Law, to submit articles to the *Land and Water Law Review* and also to submit whatever suggestions or criticisms of the Law Review that members might have. Mr. Hennig also emphasized the students' need to have available more internships and clerkships.

President Morgan then explained that, due to criticism of past election procedures, a new procedure had been effected whereby the nominations for officers would be made on the first day of the convention and voting would be conducted on the second day. He then called for nomination for the office of President-Elect, which nomination resulted in only the nomination of Charles G. Kepler of Cody. Upon motion duly made and seconded, Mr. Kepler was unanimously declared elected for the office of President-Elect for 1974-75. Nominations were received for the office of Vice-President for Walter Urbigkit of Cheyenne and Lawrence Yonkee of Sheridan. After ballots were taken and counted the following day, Lawrence Yonkee was declared the winner and was thereby certified Vice-President of the Wyoming State Bar for the year of 1974-75. Nominations for the office of Secretary-Treasurer resulted in only the nomination of Daniel M. Burke of Casper; and, upon motion duly made and seconded, Mr. Burke was unanimously declared re-elected to the office of Secretary-Treasurer of the Wyoming State Bar for the year of 1974-75.

At the conclusion of nominations, President Morgan adjourned the meeting at 1:30 p.m. There followed a luncheon at Crane-Hill Cafeteria on the campus of the University of Wyoming, and at 6:30 p.m. there followed a picnic featuring beer and fondue at the National Guard Armory.

The Friday morning meeting convened at the Fine Arts Center at 9:00 a.m. President Morgan introduced Mr. Hugh B. McFadden of Laramie, chairman of the Necrology Committee, who gave the report for that committee.

President Morgan then called upon Dean E. George Rudolph, Dean of the College of Law at the University of Wyoming, who gave the report of the law school.

Following Dean Rudolph's report, President Morgan asked Robert E. Holstedt, a Sheridan attorney and Secretary of the Grievance Committee, to give the report of the Grievance Committee in the absence of Chairman Ed Murane, whose health would not permit his presence at the meeting.

Mr. Holstedt then introduced Mr. S. Shepard Tate, chairman of the American Bar Association's Standing Committee on Professional

Discipline, and Mr. John McNulty of Minnesota, a member of the Committee on Professional Discipline, who discussed nationwide developments related to professional discipline.

After the very informative presentations by Messrs. Tate and McNulty, Mr. Rex Arney of Sheridan was introduced as the chairman of the Title Standards Committee, who reported that the Title Standards Committee had met on numerous occasions throughout the course of the year and had agreed that the following Title Standards should be adopted by the Wyoming State Bar:

CHAPTER I

THE ABSTRACT

STANDARD 1.1

ABSTRACT IN LONGHAND: An abstract written in longhand is acceptable if legible and not mutilated.

Similar Standard: Model Title Standard 1.1.

STANDARD 1.2

MIMEOGRAPHED OR PHOTOSTATIC COPY: Copies of abstract made by mimeographing, photostatic process or other similar process are acceptable if properly certified by separate certificates to be correct and complete abstract:

Similar Standard: Model 1.2.

STANDARD 1.3.

RE-CERTIFICATION UNNECESSARY: It is unnecessary that attorneys require the entire abstract to be certified every time an extension is made. For the purpose of examination, an abstract should be considered to be sufficiently certified if it is indicated that the abstracters were bonded at the dates of their respective certificates. It is not a defect that at the date of the examination the statute of limitations may have run against the bonds of some of the abstracters.

Similar Standard: Model 2.2.

STANDARD 1.4.

ABSTRACT COMPILED BY TITLE OWNER: Where an abstracter has certified an abstract of title to real estate in which he himself is interested, it is not negligence on the part of an examiner to accept such abstract.

CHAPTER II

THE TITLE EXAMINER

STANDARD 2.1

EXAMINING ATTORNEY'S ATTITUDE: The purpose of the examination of title and of objections, if any, shall be to secure for the

examiner's client a title which is in fact marketable and which is shown by the record to be marketable, subject to no other encumbrances than those expressly provided for by the client's contract. Objections and requirements should be made only when the irregularities or defects reasonably can be expected to expose the purchaser or lender to the hazard of adverse claims or litigation.

Similar Standard: Model 2.1.

STANDARD 2.2

PRIOR EXAMINATION: When an attorney discovers a situation which he believes renders a title defective and he has notice that the same title has been examined by another attorney who has passed the defect, it is recommended that he communicate with the previous examiner, explain to him the matter objected to and afford opportunity for discussion, explanation and correction.

Similar Standards: Model 2.2 and Wyo., 1.

STANDARD 2.3

REFERENCE TO TITLE STANDARDS IN LAND CONTRACT: An attorney drawing a real estate sales contract should recommend that the terms of the contract provide that marketability be determined in accordance with title standards then in force and that the existence of encumbrances and defects, and the effect to be given to any found to exist, be determined in accordance with such standards.

Similar Standard: Model 2.3.

STANDARD 3.1

INSTRUMENTS BY STRANGERS TO THE RECORD CHAIN OF TITLE: An instrument executed by a person who is a stranger to the record chain of title does not make the title unmarketable.

Similar Standards: Model 3.1 and Wyo., 4.

CHAPTER IV

(Reserved)

CHAPTER V

STANDARD 5.1

RULE OF IDEM SONANS: Differently spelled names are presumed to be the same when they sound alike, or when their sounds cannot be distinguished easily, or when common usage by corruption or abbreviation has made their pronunciation identical.

Similar Standard: Model 5.1.

STANDARD 5.2

USE OR NON-USE OF MIDDLE NAMES OR INITIALS: The use in one instrument and non-use in another of a middle name or initial ordinarily does not create a question of identity affecting title, unless

the examiner is otherwise put on inquiry.

Similar Standard: Model 5.2.

STANDARD 5.3

ABBREVIATIONS: All customary and generally accepted abbreviations of first and middle names should be recognized as the equivalent thereof.

Similar Standards: Model 5.3.

STANDARD 5.4

RECITALS OF IDENTITY: A recital of identity, contained in a conveyance executed by the person whose identity is recited, may be relied upon unless there is some reason to doubt the truth of the recital.

Similar Standard: Model 5.4.

STANDARD 5.5

EFFECT OF SUFFIX: Although identity of name raises the presumption of identity of person, the addition of a suffix such as "Jr." or "II" to the name of a subsequent grantor may rebut the presumption of identity with the prior grantee.

Similar Standard: Model 5.5.

STANDARD 5.6

VARIANCE BETWEEN SIGNATURE OR BODY OF DEED AND ACKNOWLEDGMENT: Where the given name or names, or the initials, as used in a grantor's signature on a deed vary from his name as it appears in the body of the deed, but his name as given in the certificate of acknowledgment agrees with either the signature or the body of the deed, the certificate of acknowledgment should be accepted as providing adequate identification.

Similar Standard: Model 5.6.

STANDARD 5.7

STATEMENT INDICATING IDENTITY OF MARRIED WOMAN: If, in a conveyance or mortgage by a married woman, there occurs in the body, signature or acknowledgment of such instrument a statement indicating her former name, that statement is sufficient evidence to show identity with her former name as grantee in a prior instrument, unless there is some reason to doubt the truth of the statement. Such a statement is implied where a surname is added to her former name.

Similar Standard: Model 5.7.

STANDARD 5.8

VARIANCE IN NAME OF WIFE: If the grantees in one instrument of conveyance are "John Smith and Mrs. John Smith," and the grant-

ors in a succeeding instrument in the chain of title are "John Smith and Mary Smith," further evidence should be required to show that Mrs. John Smith is the same person as Mary Smith. The same conclusion should be reached if the grantees were "John Smith and Mary Smith" and the grantors in a succeeding instrument in the chain of title were "John Smith and Mrs. John Smith."

Similar Standard: Model 5.8.

STANDARD 5.9

VARIANCE IN INDICATION OF SEX: If a recorded instrument contains one or more personal pronouns indicating that a person named therein is of a certain sex; and a subsequent instrument in the chain of title contains one or more personal pronouns indicating that such person is of the opposite sex, such variance does not make the title unmarketable.

Similar Standard: Model 5.9.

CHAPTER VI

EXECUTION, ACKNOWLEDGMENT, AND RECORDING

STANDARD 6.1

REMEDIAL EFFECT OR CURATIVE LEGISLATION: The Comprehensive Curative Act, Wyoming Statutes, 1957, Sec. 34-107 through 34-111 is a valid remedial measure, and eliminates objections based upon the imperfections of title which fall within its scope. Action corrective of such imperfections is unnecessary.

Similar Standards: Model 6.1 and Wyo., 14.

STANDARD 6.2

DATES: OMISSIONS AND INCONSISTENCIES: Omission of the date of execution from a conveyance or other instrument affecting title does not, in itself, impair marketability. Even if the date of execution is of peculiar significance, an undated instrument will be presumed to have been timely executed if the dates of acknowledgment and recordation, and other circumstances of record, support that presumption.

Inconsistencies in recitals or indications of dates, as between dates of execution, attestation, acknowledgment, or recordation, do not, in themselves, impair marketability. Absent a peculiar significance of one of the dates, a proper sequence of formalities will be presumed notwithstanding such inconsistencies.

Similar Standard: Model 6.2.

STANDARD 6.3

DELIVERY; DELAY IN RECORDATION: Delivery of instruments acknowledged and recorded is presumed in all cases. Specifically,

delay in recordation, with or without record evidence of the intervening death of the grantor, does not dispel the presumption. As an added, exceptional protection to his client, an examiner may satisfy himself as to the facts by certain inquiries.

Similar Standards: Model 6.3 and Wyo., 16.

STANDARD 6.4

FEDERAL REVENUE STAMPS: The absence of federal revenue stamps from an instrument or its record does not impair marketability or necessitate inquiry.

Similar Standards: Model 6.4 and Wyo., 8.

STANDARD 6.5

CORRECTIVE INSTRUMENTS: A grantor who has conveyed by an effective, unambiguous instrument, cannot, by executing another instrument, make a substantial change in the name of the grantee, decrease the size of the premises or the extent of the estate granted, impose a condition or limitation upon the interest granted, or otherwise derogate from the first grant, even though the latter instrument purports to correct or modify the former. However, marketability dependent upon the effect of the first instrument is not impaired by the second instrument.

Similar Standard: Model 6.5.

STANDARD 6.6

NONCOMPLIANCE WITH THE STATUTORY ACKNOWLEDGMENT REQUIREMENTS: Noncompliance with the statutory acknowledgment requirements does not, in itself, impair marketability unless the record discloses evidence of an adverse interest.

STANDARD 6.7

OMISSION OF EXPIRATION DATE: Omission of date of expiration of term of office of acknowledging officer does not impair marketability of title.

CHAPTER VII

DESCRIPTIONS

(Reserved)

CHAPTER VIII

THE USE OF AFFIDAVITS AND RECITALS

STANDARD 8.1

IN GENERAL: (1) Employment of affidavits and factual recitals in conveyances is sound, liberal practice. Adequate affidavits or recitals should be accepted and relied upon in conformity with statutes

providing for their use, in accordance with these standards, and in keeping with recognized liberal usage. (2) Absent extraordinary circumstances, they should not be accepted in lieu of the usual, recognized conveyancing, probate or judicial procedures. They should not be required unless there is a definite need for explanation or supporting evidence.

STANDARD 8.2

WHOSE AFFIDAVITS OR RECITALS ACCEPTABLE: Affidavits or recitals should be made by persons competent to testify in court, state facts, rather than conclusions, and disclose the basis of the maker's knowledge. The value of an affidavit or recital is not substantially diminished by the fact that the maker is interested in the title or the subject matter of the affidavit or recital.

STANDARD 8.3

CERTIFICATES OF DEATH, BIRTH, OR MARRIAGE PREFERRED: In general certified copies of certificates of death, birth, and marriage are preferable to affidavits or recitals to establish the facts of death, birth, and marriage.

CHAPTER IX

MARITAL INTERESTS

STANDARD 9.1

RECITAL OF STATUS; NO SHOWING OF MARRIAGE: Where the record chain of title does not show that a grantor was ever married, a conveyance by him or her as single, unmarried, widow or widower is sufficient indication of marital status without inquiry or further evidence.

Similar Standard: Model 9.1.

STANDARD 9.2

WIDOW OR WIDOWER: Designation of a grantor as "a Widow" or "a Widower" is equivalent, insofar as the existence of marital interests is concerned, to the designations "a single woman" or "a single man."

Similar Standard: Model 9.2.

STANDARD 9.3

RECITAL OF STATUS; MARRIAGE SHOWN: Where the record chain of title shows that a grantor had been married, a conveyance by him or her as widow or widower, is sufficient as a recital of the death of the spouse and of the fact that the grantor had not remarried.

Similar Standard: Model 9.3.

STANDARD 9.4

RELEASE BY JOINDER: If the spouse of the owner has joined in the execution and acknowledgment of a conveyance in which the statutory release of homestead appears, the fact that the name of the spouse does not appear in the deed, and the fact that no mention is made of the marital interest of the spouse, do not prevent effective release of the marital interest or require corrective action.

Similar Standard: Model 9.4.

STANDARD 9.5

BAR OR PRESUMPTION OF NON-EXISTENCE OF MARITAL INTERESTS: Marketability of title is not impaired by the possibility of an outstanding marital interest in the spouse of any former owner whose title has passed by instruments of record for not less than ten (10) years unless such marital interest has been established or asserted by proceedings or other matters of record. Inquiry or corrective action is unnecessary.

Similar Standard: Model 9.7.

CHAPTER X

CO-TENANCIES

STANDARD 10.1

CONVEYANCES BY CO-TENANTS: While title is in two or more persons, including spouses, in any form of co-tenancy, an otherwise effective conveyance by them without reference to the tenancy is sufficient. An erroneous reference to the type of tenancy, or an indication of a mistaken impression as to the type of tenancy is unobjectionable. After all co-tenants have effectively conveyed, all questions as to the type of tenancy which existed are moot, and any indication of a mistaken impression by the co-tenants or their grantor as to the type of tenancy which existed is unobjectionable.

Similar Standard: Model 10.1.

STANDARD 10.2

ONE GRANTEE: A conveyance to a single grantee, although purporting to convey to joint tenants or being a joint tenancy form of deed, should be treated as a conveyance to the named grantee only and requires no corrective action.

Similar Standard: Model 10.2.

STANDARD 10.3

IDENTIFICATION AND MARITAL RELATIONSHIP OF PLURAL GRANTEES: The failure to identify or state the marital relationship of plural grantees in a conveyance does not impair marketability if such identity or relationship is otherwise established by or can be

readily inferred from, other recorded instruments, acknowledgments or affidavits.

Similar Standard: Model 10.3.

CHAPTER XI

CONVEYANCES BY AND TO TRUSTEES

STANDARD 11.1

EFFECT OF DESIGNATION "TRUSTEE": When the word "trustee" follows the name of a party to an instrument, and neither this instrument nor any other recorded instrument in the chain of title sets forth a definition of the trust or the powers of such person, a title from such person can be approved without any investigation of the powers of such person to convey.

Similar Standard: Model 11.1.

CHAPTER XII

CORPORATE CONVEYANCES

STANDARD 12.1

NAME VARIANCES: Corporations are satisfactorily identified although their exact names are not used and variations exist from instrument to instrument if, from the names used and other circumstances of record, identity of the corporation can be inferred with reasonable certainty. Among other variances, addition or omission of the word "the" preceding the name; use or non-use of the symbol "&" for the word "and"; use or non-use of abbreviations for "company", "limited," "corporation" or "incorporated"; affidavits and recitals of identity may be used and relied upon to obviate variances too substantial or too significant to be ignored. Where a place or location preceded by "of" or "in" is a part of the title of a corporation and a variance relative thereto appears in the record, it is proper to require the execution of another instrument or an appropriate showing of identity.

Similar Standards: Model 12.1 and Wyo., 3.

STANDARD 12.2

NAME OMITTED FROM SIGNATURE: The signature to a corporate instrument is sufficient notwithstanding the omission of the corporate name over the signature of the signers, if the corporation appears in the body of the instrument as the party to the instrument, the person signing the instrument is identified as an officer of the corporation, and the instrument is otherwise properly executed and acknowledged.

Similar Standards: Model 12.2 and Wyo., 12.

STANDARD 12.3

AUTHORITY OF PARTICULAR OFFICERS EXECUTING INSTRUMENTS: Where an instrument of a private corporation appears in the title, and the instrument is executed, acknowledged and sealed in proper form, the examiner may assume that the persons executing the instrument were the officers they purported to be, and that such officers were authorized to execute the instrument on behalf of the corporation.

Similar Standard: Model 12.3.

STANDARD 12.4

CORPORATE EXISTENCE: Where an instrument of a private corporation appears in the title, and the instrument is executed in proper form, the examiner may assume that the corporation was legally in existence at the time the instrument took effect.

Similar Standard: Model 12.4.

STANDARD 12.5

ULTRA VIRES: Where an instrument of a private corporation appears in the title, an examiner may assume that the corporation was authorized or not forbidden to acquire and sell the real property affected by the instrument.

Similar Standard: Model 12.5.

STANDARD 12.6

FOREIGN CORPORATIONS: Where an instrument of a corporation organized and doing business under the laws of another state appears in the title, an examiner need not inquire whether such corporation was authorized to do business in this state or to acquire and dispose of the real property affected by the instrument.

Similar Standard: Model 12.6.

CHAPTER XIII

**CONVEYANCES INVOLVING PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS**

STANDARD 13.1

CONVEYANCE OF REAL PROPERTY HELD IN PARTNERSHIP NAME: Real property acquired by a partnership and held in the partnership name may be conveyed only in the partnership name. Any conveyance from the partnership so made, and signed by one or more members of the partnership, which conveyance appears to be executed in the usual course of partnership business, shall be presumed to be authorized by the partnership in the absence of knowledge of facts indicating a lack of authority; and the recitals in the instru-

ment of conveyance shall be accepted as sufficient evidence of such authority.

Similar Standard: Model 13.1.

STANDARD 13.2

AUTHORITY OF ONE PARTNER TO ACT FOR ALL: When real property is held by a partnership, and a conveyance is made on behalf of the partnership by one or more, but less than all, of the partners, and the conveyance appears to be executed in the usual course of partnership business, it is presumed, in the absence of evidence to the contrary, that the conveyance was made by the partner or partners executing it for the purpose of carrying on in the usual way the business of the partnership; and no further evidence of authority of such partner or partners to execute the instrument should be required by the title examiner.

STANDARD 13.3

NO MARITAL RIGHTS IN PARTNERSHIP REAL PROPERTY: No homestead rights attach to the interest of a married partner in specific partnership real property. If by recitals in instruments in the chain of title, or otherwise, it appears that partnership real property was conveyed, the title examiner should not require any evidence of release or non-existence of such marital rights.

Similar Standard: Model 13.3.

STANDARD 13.4

CONVEYANCE OF PARTNERSHIP REAL PROPERTY AFTER DEATH OF A PARTNER: After the death of a partner, real property owned by the partnership may be conveyed by the surviving partner or partners. After the death of the last surviving partner, the partnership property may be conveyed by his legal representative. The title examiner should make the same requirements for a showing of the record of the decease of a tenant in partnership, or of the devolution of title to the estate of the last surviving tenant in partnership, as is made on the death of a joint tenant or the last surviving joint tenant.

Similar Standard: Model 13.4.

STANDARD 13.5

CONVEYANCE TO UNINCORPORATED ASSOCIATION: A conveyance to an unincorporated association does not operate to vest title in such association.

Similar Standard: Model 13.5.

STANDARD 13.6

CONVEYANCE OF REAL PROPERTY IN UNINCORPORATED ASSOCIATION: Where, according to the terms of a recorded convey-

ance, real property has been acquired in the name of an unincorporated association, other than a partnership, which does not include any of the names of the members of the unincorporated association, the grantor in such conveyance, or his heirs or devisees, should execute a new conveyance to the individual members of the unincorporated association as tenants in common "doing business under the firm name of _____ (stating the unincorporated association name)." Thereupon a conveyance from the unincorporated association should be approved if it is executed by all such members and the instrument states that they are all members of the unincorporated association.

CHAPTER XIV

TITLE THROUGH DECEDENTS' ESTATES

STANDARD 14.1

FINALITY OF DECREE OF DISTRIBUTION: A decree of distribution contrary to the terms of an admitted will or statutes of descent does not make a title based upon such decree unmarketable if the decree has not been appealed from and the time for appeal has expired.

Similar Standard: Model 14.1.

STANDARD 14.2

JUDGMENTS AGAINST HEIRS: Where a will directs the executor to sell real estate and such sale is made, judgments against the heirs do not constitute a lien on the land so sold, and the abstract need not disclose a search therefor.

Similar Standard: Model 14.2.

CHAPTER XV

JUDGMENTS

STANDARD 15.1

NO EXECUTION ON JUDGMENT AFTER 5 YEARS: A money judgment upon which no execution has been issued for 5 years shall not be treated as a lien or defect of title.

STANDARD 15.2

NECESSITY FOR COMPLETE JUDICIAL PROCEEDINGS: A decree, judgment or order entered by a Wyoming court outside the county in which the land is situated will be presumed to be valid without examination of the preceding court record if jurisdictional facts are recited therein and the same has been of record for three months.

CHAPTER XVI

MORTGAGES AND MORTGAGE FORECLOSURES

STANDARD 16.1

MORTGAGE RECORDED PRIOR TO DEED: The validity of a mortgage is not impaired by the fact that it is recorded prior to the recording of the instrument by which ownership is acquired, except to the extent that rights of third parties may have intervened.

Similar Standard: Model 16.1.

STANDARD 16.2

AFTER-ACQUIRED TITLE: A mortgage containing words of warranty given by a person then having no title, but subsequently acquiring it, is valid except to the extent that rights of third parties are involved.

Similar Standard: Model 16.2.

STANDARD 16.3

DEED FROM MORTGAGOR TO MORTGAGEE: (1) Marketability is not impaired by the fact that title is derived through a conveyance from an owner to the holder of a mortgage. In the absence of an affirmative indication of record that the conveyance was given as additional security, or that the mortgagor has or claims grounds for setting aside the conveyance, inquiry is unnecessary whether title is held by the mortgagee or by a grantee from him. (2) Marketability is not impaired by an undischarged mortgage where a warranty deed has been made by a person who was both record holder of the mortgage and record title holder. Inquiry, or discharge of the mortgage, is unnecessary unless the record affirmatively discloses an intention that the mortgage continue in effect.

Similar Standard: Model 16.3.

STANDARD 16.4

IRREGULARITIES AND DISCREPANCIES IN DISCHARGES: A discharge of a mortgage is sufficient notwithstanding errors in dates, amounts, book and page of record, property descriptions, names and position of parties, and other information, if, considering all circumstances of record, sufficient data are given to identify with reasonable certainty the security interest sought to be discharged. A quitclaim deed is sufficient as a discharge if, from circumstances of record, it can be inferred with reasonable certainty that discharge was intended.

Similar Standards: Model 16.4 and Wyo., 7.

STANDARD 16.5

TITLE THROUGH FORECLOSURE; FAILURE TO RELEASE: Marketability of a title derived through foreclosure of a mortgage is not

impaired by failure to release of record the instrument which created the interest foreclosed, or any instrument which created a junior lien or interest which was extinguished by the foreclosure.

Similar Standards: Model 16.5 and Wyo., 19.

STANDARD 16.6

RELEASE OF ASSIGNMENT OF RENTS: Failure to release an assignment of rents does not impair marketability if, from the record, it can be determined or inferred with reasonable certainty that any release of the encumbrance shall operate as a release of the assignment or that the assignment was given as additional security for an obligation secured by a mortgage which has been discharged of record.

Similar Standards: Model 16.6 and Wyo., 10.

STANDARD 16.7

RELEASES; CORRECTION OR RE-RECORDED MORTGAGE: Where a mortgage is followed by another which can be determined from the record to have been given to correct or modify the former, or to be a re-recording of the former, or to secure the same obligation, marketability is not impaired by a failure to discharge one of the mortgages if the other is discharged of record.

Similar Standards: Model 16.7 and Wyo., 6.

STANDARD 16.8

RELEASE OF LIEN BY ONE JOINT OBLIGEE: A release of any lien given by any one of two or more joint obligees shall be sufficient release of the lien.

STANDARD 16.9

ENCUMBRANCES UPON DOMINANT INTERESTS: In cases of a sale or mortgage of an interest subject to another interest, as, for example, a fee simple title subject to an easement, encumbrances upon and problems connected with the dominant or superior interest are immaterial to the interest being transferred and to its title. Abstract entries, and references in title opinions or certificates, pertinent to such encumbrances and problems are unnecessary and immaterial.

Similar Standard: Model 16.9.

CHAPTER XVII

MECHANICS' LIENS

STANDARD 17.1

NO RELEASE OF LIEN NECESSARY: A materialmen's, mechanics', miners' or oilwell drillers' lien may be disregarded after lapse

of the time within which suit for foreclosure may be filed, unless proceedings for its foreclosure have previously been commenced; and no release shall be required by the title examiner.

Similar Standard: Model 17.1.

STANDARD 17.2

RECITALS OF OWNERSHIP: The statement of ownership in a mechanics' lien statement shall be disregarded by a title examiner.

Similar Standard: Model 17.2.

CHAPTER XVIII

TAX TITLES

(Reserved)

CHAPTER XIX

BANKRUPTCY

(Reserved)

CHAPTER XX

FEDERAL TAX LIENS

STANDARD 20.1

FEDERAL TAX LIENS: It is not necessary to maintain in the opinion the possibility of claims under federal laws which do not show upon local records.

CHAPTER XXI

SOLDIERS' AND SAILORS' CIVIL RELIEF ACT

STANDARD 21.1

JUDICIAL PROCEEDING PRESUMED TO COMPLY WITH ACT: The Soldiers' and Sailors' Civil Relief Act of 1940 and amendments thereto, are solely for the benefit of those in military service, and, if the court has presumed to take jurisdiction and there is nothing in the record that would affirmatively indicate that any party affected by the court proceedings was in military service, the form of the affidavit as to military service or its entire absence from the record does not justify the rejection of the title.

Similar Standard: Model 21.1.

CHAPTER XXII

MISCELLANEOUS

STANDARD 22.1

NON-JURISDICTIONAL DEFECTS IN COURT PROCEEDINGS: Defects or irregularities in court proceedings not involving jurisdic-

tion should be disregarded. Among such matters may be mentioned misjoinder or parties or actions and existence of other than jurisdictional grounds.

Similar Standards: Model 22.1 and Wyo., 5.

STANDARD 22.2

FAILURE TO RELEASE NOTICE OF LIS PENDENS: An unreleased notice of the pendency of proceedings does not impair marketability after the noticed proceedings have terminated.

Similar Standard: Model 22.2.

STANDARD 22.3

QUITCLAIM DEEDS: The fact that a conveyance necessary to the chain of title, including the conveyance to the proposed grantor, is a quitclaim deed does not impair marketability or necessitate inquiry or corrective action.

Similar Standard: Model 22.3.

After discussion and response to questions of members by Mr. Arney, Mr. Daniel J. Morgan, Mr. Peter C. Maxfield and Mr. George M. Porter, members of the committee; upon motion duly made and seconded; the members voted to adopt the Title Standards as proposed by the committee and as set forth above.

President Morgan then called upon Mr. Ross Copenhaver of Powell, chairman of the Committee on Prepaid Legal Services. Mr. Copenhaver reported that the State Bar has contracted with Group Fifty, the organizers and administrators of the Utah and Colorado prepaid legal services programs, to create, develop, implement and manage plans and programs, approved by the Bar, for prepaid legal services for the benefit of Wyoming residents. Group Fifty shall:

A. Implement plans or programs for prepaid legal services in Wyoming designed to fill consumer group needs within guidelines established by the Wyoming State Bar.

B. Establish contact with consumer groups who are potential users of prepaid legal services and attempt to initiate prepaid legal service programs.

C. Maintain data involving vital statistics, identification of key personnel and contact particulars of consumer groups, which shall be available to the Wyoming State Bar at all times.

D. Recommend and establish information programs for prepaid legal service users on protective and preventive law as appropriate.

E. Attend regular or special meetings with the Bar when requested.

F. Maintain a staff of managers, economists, attorneys, actuaries and accountants. This staff shall:

1) Develop plans of prepaid legal services together with pro forma operating budgets, utilization factors and costs, using guidelines established with the Bar.

2) Prepare booklets or guides for use by groups interested in proposed prepaid legal services programs.

3) Prepare master contracts and certificates, obtain contract sources and options, and effect contracting procedures and policies.

4) Develop operating procedures and policies and recommend regulatory approaches as appropriate.

5) Assist in the development of appropriate contacts with local bar associations, governmental regulatory agencies and consumer groups.

6) Develop and implement administrative programs for plans initiated.

7) Collect and evaluate data.

8) Develop an approach of establishing a follow-up activity with prepaid legal services users to assure and assess program exposure and utilization.

9) Submit to the Bar a monthly report.

G. Begin performance under this agreement by preparing a comprehensive study as outlined in the document "WYOMING STATE BAR LEGAL SERVICE PROGRAM, Phase One Recommendation," dated May 1974, said document to be a guide rather than an absolute definition of scope of a comprehensive study.

H. Develop and implement pilot projects in Wyoming in cooperation with local bars and the Wyoming State Bar to be ready for marketing within six (6) months of the date of this Agreement. The objectives of the pilot projects shall be:

1) Provide prepaid legal services to individuals participating in the pilot project.

2) Develop and test conceptual approaches.

3) Develop and test coordinative approaches with lawyers, law firms, governmental regulatory bodies, consumer groups, local bars and the Wyoming State Bar.

4) Develop the best plan for consumer groups which the Wyoming State Bar can sponsor and support.

President Morgan then called upon Lawrence Yonkee, chairman of the Legislative Committee. Mr. Yonkee introduced members of the Bar who are also members of the Wyoming State Legislature and reported that the committee will begin preparation for the legislative meeting of the Bar. Mr. Yonkee suggested that the meeting be held in Casper sometime prior to the cut-off date for pre-filing bills in the Wyoming State Legislature.

Mr. David Scott, a Casper attorney and chairman of the Continuing Legal Education Committee, reported on the activities of that committee during the year and prospects for the coming year.

President Morgan introduced Mr. Howell McDaniel of Casper, chairman of the Client Security Fund Committee, who gave the report of that committee, as well as the report of the Young Lawyers Committee and the Committee on Law Day Observance in the absence of the chairman of those committees, Mr. James W. Owens of Casper.

There followed a presentation entitled "Psychiatry and the Law" by Dr. Kenneth H. Ash. Dr. Ash was introduced by Mr. Jack Stanfield, a Laramie attorney. Following that presentation Professor George Arnold of the College of Law at the University, urged the creation of a standing committee of the Wyoming State Bar on child abuse. Upon motion duly made and seconded, the members unanimously voted to establish a committee on child abuse.

Mr. William J. Kirven then gave the report of the Resolutions Committee, which resulted in the following resolutions being unanimously adopted:

RESOLUTION NO. I

WHEREAS, the members of the Wyoming State Bar were privileged to have enjoyed the hospitality and generosity of the Albany County Bar Association, the wives and members thereof, the City of Laramie, Callaghan and Company, Bancroft-Whitney, the Michie Company, the Bobbs-Merrill Company, West Publishing Company, Commercial Clearing House, Inc., Matthew Bender and Company, the First National Bank of Laramie, Albany County Pioneer Abstract and Title Insurance Company, the Pub Lounge, the Connor Bar and Hotel, the Chef Lounge, the Holiday Inn, Smith Beverage, Jon-n-Jax Men's Shop, University of Wyoming and the City of Laramie Chamber of Commerce, during the 59th Annual Meeting of the Wyoming State Bar at Laramie, Wyoming, held on September 11, 12, 13 & 14, 1974; and

WHEREAS, the members of the Wyoming State Bar are desirous of expressing their appreciation, thanks, and gratitude to all who have made their meeting so successful and memorable;

NOW, THEREFORE, BE IT RESOLVED, that the Wyoming State Bar in session duly assembled on the 13th day of September, 1974, does hereby express to the above named the appreciation, thanks and gratitude of all its members and wives who have attended this annual meeting.

BE IT FURTHER RESOLVED, that the Secretary-Treasurer of the Wyoming State Bar send copies of this resolution to the parties named herein.

RESOLUTION NO. II

WHEREAS, the Wyoming State Bar has been fortunate in having the following men participate and contribute to various proceedings and meetings, to-wit: The Honorable Gerald F. Schroeder, Judge, Magistrate Division District Court, Ada County, Idaho; Edward K. Pritchard, Attorney at Law, Charleston, South Carolina; S. Shepard Tate, Esq., A.B.A. chairman of the Standing Committee on Professional Discipline; Michael Frank, Esq., Michigan, Member of A.B.A. Committee; and William Carlson, President, University of Wyoming; and those members of the Wyoming Bar who so graciously participated in and contributed to the instructive and enlightening programs presented; and

WHEREAS, the Wyoming State Bar has greatly appreciated the fine work of these gentlemen which has contributed immensely to the success of this 59th Annual Meeting;

NOW, THEREFORE, BE IT RESOLVED, that the Wyoming State Bar extends its thanks and appreciation to the distinguished gentlemen above named for their contribution to and participation in this meeting and that the Secretary-Treasurer of the Wyoming State Bar send copies of this resolution to the parties named.

RESOLUTION NO. III

WHEREAS, Thomas Morgan has ably served the Bar of the State of Wyoming as its President this year; and

WHEREAS, this distinguished gentleman is retiring as President of the Wyoming State Bar and the Bar regards it fitting and proper to recognize and commend his service and dedication to the cause of the Bar;

NOW, THEREFORE, BE IT RESOLVED, that the Wyoming State Bar acknowledges with gratitude the service rendered by Thomas Morgan and that the Secretary-Treasurer of the Wyoming State Bar shall send a copy of this resolution to Thomas Morgan, Esq.

President Thomas Morgan then announced the results of the annual election of officers and declared that Mr. William J. Kirven of Buffalo, by virtue of the rules governing the conduct of the Wyoming State Bar, be seated in the office of the President of the Wyoming State Bar for the following year; and that Charles Kepler of Cody be seated as President-Elect; Lawrence Yonkee of Sheridan, Vice-President and Daniel M. Burke of Casper, Secretary-Treasurer.

There being no further business to come before the meeting the same was duly adjourned at 1:00 p.m.; and there followed a combined luncheon for lawyers and spouses at the Crane-Hill Cafeteria. Dr. William Carlson, President of the University of Wyoming was the guest speaker.

The luncheon was followed at 6:30 p.m. by a social hour at the Newman Club, hosted by the Albany County Pioneer Abstract and Title Company; and the annual banquet was held at Crane-Hill Cafeteria, which was highlighted by an address of Mr. Edward Pritchard, attorney at law, Charleston, South Carolina; presentation of a 50-year plaque to Anna G. Freel; presentation of a plaque in appreciation of the services of Joseph E. Darrah of Powell as Secretary-Treasurer for the Wyoming State Bar during 1968 through 1973; presentation of official Wyoming pins to out of state guests in attendance at the convention; and the official transfer of the Australian boomerang from President Morgan to President Kirven, as well as the traditional transfer of the gavel to William J. Kirven as the incoming President.

Respectfully submitted,

DANIEL M. BURKE,
Secretary-Treasurer