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Standards for Title Examination

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> right to fix the bill.' That rule means exactly what it says. The client can fix his bill. Barring cases of fraud which are covered by the Canons of Ethics, we do accept the client's decision. If we feel he is being unfair, then we respectfully decline to accept further work from him. Most clients are honest, they are prepared to pay for good work, and do pay, but they do not want to get 'stuck'. Candor and openness go a long way with nearly all clients."

It will be noted that in most cases Mr. Smith advocates settlement with a client on terms satisfactory to him at all costs. I realize there may be clients who would, if they could, take advantage of a lawyer and especially a young one. However, it is my belief that these cases are extremely rare. Clients are ordinarily honest and expect to pay well for good work, and ordinarily do pay. It is essential for the welfare of the profession that the general public may feel that they can deal freely, openly and unafraid with lawyers so far as the fee question is concerned. If that feeling can be made known, we will have removed one of the strongest prejudices which exists against the legal profession.

Considering these factors it is my personal view that Mr. Smith comes very close to announcing the correct rule, and that unless a client is guilty of such unreasonableness as to practically amount to an attempt to defraud, the lawyer should not allow a client to leave his office with a bitter feeling because he has had to pay what he considers an unreasonable bill.

I think if the lawyer can ascertain in his own mind as to whether or not the client is actually honest in his conviction as to the amount of the bill, he can readily handle the situation because if a client honestly feels that way about it, and feels honestly that the bill is exorbitant, every consideration and respect should be given to that state of mind, and an amicable adjustment arrived at.

Validity of Contingent Fee Contracts

Generally contingent fee contracts are valid in North Dakota. *Greenleaf vs. R.R. Co.* 30 N.D. 112. However, it must be observed that a contingent fee contract which prohibits the client from entering into or conducting negotiations of settlement or of making any settlement without having first obtained the written consent and approval of the lawyer is against public policy and void. This subject was fully considered by our Supreme Court in Greenleaf vs. R.R. Co. supra, and in *Moran v. Simpson,* 42 N.D. 575, 173 N.W. 769. See also *Simon vs. Railway Co.* 45 N.D. 251, 177 N.W. 107.

STANDARDS FOR TITLE EXAMINATION

By W. F. Burnett

The question of title examination has asumed greatly increased importance within the past few years, so that now the examination of title is a part of practically every real estate transaction. Under modern rules of law when one buys an article of personal property, the seller gives the purchaser perfect title and possession, and usually guarantees the quality of the article and its fitness for the purpose for which it is purchased.

In the purchase of real estate the situation is different. To some extent the old rule of the common law prevails—"let the buyer beware!" In the sale of real estate, the seller generally gives to the purchaser the

familiar warranties contained in a Warranty Deed, of title in himself, good right to convey, and the promise of quiet enjoyment. But, as a practical proposition, the buyer must himself look out for irregularities, defects, and errors, not only in the transfer to him but in the history of previous transfers. Even the covenants and warranties in the deed of transfer are often of uncertain value because, perhaps, the grantor is not financially responsible, or if he is, the value of his covenants are impaired by lapse of time or removal of the vendor from the jurisdiction in which the real estate is situated.

The careful buyer, then, has the title to the land he proposes to buy examined by a competent lawyer. The examination of title is generally made by the examination of an abstract of title prepared and certified to by a bonded abstracter. The opinion on the title is usually written for a vendor or vendee or for a mortgagor or mortgagee.

It is not possible in this article to enumerate the manifold and various defects that may impair or cloud a title. We can only consider a few of those most common.

The most common defect is a discrepancy between the name of the grantee in a deed of purchase, and the name of the same person as grantor in a subsequent deed. Real property is conveyed to C. M. Pollock, or to C. Martin Pollock, or just Charley Pollock. Later, it is conveyed by him as Charles M. Pollock.

The question the examiner wants to answer is: do these names refer to one and the same person? The name of the same person may be spelled in various ways; so that it is necessary to secure and record an affidavit identifying the person.

The above variations may be passed according to the standards hereinafter quoted. But suppose the conveyance was to Charles M. Pollock or even if it were to Carl M. Pollock. Then the careful thing for an examining attorney to do is to require an affidavit from some one who knows, showing that Charles N. and Charles M. is one and the same person and that Carl M. and Charles M. is one and the same person.

Another common defect is the failure of the wife to join in the conveyance or mortgage, or the failure to designate the person executing the instrument as single, a widower or a widow as the case may be.

There are many other defects which may appear in the various instruments making up the chain of title. These occur in conveyancing, in trusts created, in foreclosures of mortgages, or other liens, partition proceedings, or in litigation affecting the title, and in the probate of estates of decedents. Opinions of title examiners vary with the individual. Opinions and defects in titles vary in different states.

A question that has recently assumed importance is the examination of titles held in joint tenancy in which one of the joint tenants has died. The interest of the joint tenant who died may be subject to tax. In the absence of proof as to interest of each joint tenant, the North Dakota state taxing authorities have been assuming that the deceased joint tenant's share was one half, under the provisions of the North Dakota statute Sec. 57-3706. If the husband dies the Federal Government taxes his estate for the full value of the property held in joint tenancy unless the widow can show that she contributed to the purchasing of the property from her own resources and the amount of such contribution.

In order to determine the tax against property held in joint tenancy proceedings must be brought in County Court in the county in which

the land is situated. A petition should be filed setting forth the facts. A tax return should be filed in duplicate with the County Court and transmitted by the Court to the State Tax Commissioner as in the case of regular probate of estates. A certificate by the State Tax Commissioner that there is no tax or that it is paid should be recorded in the office of the Register of Deeds. If the property held in joint tenancy is more than sixty thousand dollars in value, a federal estate tax return should be filed with the United States Internal Revenue Department at its Fargo office.

Failure to record a satisfaction of a mortgage when it is paid is a common defect. It is so common that we have a statute enacted in 1933 providing for the satisfaction by the District Judge of a mortgage which has not been renewed or extended of record within fifteen years after its due date or when no due date is shown on the mortgage, then within twenty years after the recording of such mortgage. (Vol. 4, North Dakota Revised Code of 1943, Section 35-0313.) It is questionable whether a satisfaction by the Judge on an ex parte application really improves the record title. What if the mortgage was still in fact unpaid and not outlawed. Such a case arose in 1939 and the District Court held the mortgage good against the prior order of the District Court discharging the mortgage pursuant to the statute. The Supreme Court affirmed the decision of the District Court. *Magnuson vs. Breher, et al (Farmers State Bank of Anamoose, et al, Intervenors)* (N. D.) 284 N. W. Rep. 853.

In two abstracts which I examined recently I found two satisfactions of an old mortgage by the Judge of the District Court. Apparently the person procuring the satisfaction from the Court had subsequently discovered that the mortgage for which he had procured the Court satisfaction had been in fact foreclosed. The foreclosure appeared in the chain of title in each abstract. He then promptly got another order from the Court setting aside the previous order of satisfaction. In each of the titles above referred to both Court orders appeared in the abstracts.

Mortgages satisfied by deeds from the mortgagors to the mortgagees are dangerous and require proof that the deed was executed in discharge of the mortgage and that it was voluntary and not given as "added security", as is sometimes done. Building restrictions and restrictions on the use and occupancy of the property appearing in the record title, and provisions for the use and maintenance of joint driveways and for the construction maintenance and use of fences or party walls while not defects in the title must be considered and noted and the client advised of their effect. There may be other easements to be considered.

There are risks and defects not shown in the abstract of title which must be assumed by one who wants to buy a certain piece of real estate or to make a loan on it. The following have been given as examples of some of these hidden risks:

1. The identity of the parties to the various instruments in the chain or title and their competency to execute the instruments in the chain of title. The President of the Wisconsin Bar Association relates an incident of a mortgage given by one purporting to own a farm, who accompanied a prospective mortgagee on a trip of inspection over the farm and who furnished an abstract of title showing clear title in himself, but who turned out to have no title to the farm although he

had fraudulently represented himself to be the person shown by the abstract to be the owner of the record title.

2. Whether the instruments in the chain of title were actually delivered, or obtained by fraud or duress, or made for an illegal purpose, or in fraud of creditors, or in avoidance of bankruptcy, or insolvency laws.

3. Whether any instrument in the chain of title is a forgery.

4. Whether recitals in instruments as to parties being single or married, or the property not being a homestead are true. In the case of *Mandan Mercantile Co. vs. Sexton,* 29 N. D. Rep. 602, the mortgagor was the owner of a vacant lot on which he gave a mortgage to pay for materials sold him for the construction of a house on the lot in question. In the mortgage the mortgagor stated that the lot was not then and never had been his homestead. Later his wife and the mortgagor both claimed the lot as a homestead. The mortgage was held void.

5. The validity of court proceedings affecting the title is important. For instance, proof of service may be false.

6. Undisclosed liens for state and federal estate taxes may be encountered.

7. The rights of tenants or other persons in possession. The right to file a mechanic's lien or a labor lien and have it date back to the first date of furnishing labor and materials, are risks not shown by the abstract.

8. The right to appeal or reopen an action to quiet title in which judgment was by default. Which right extends for a year after entry of the judgment.

9. A survey of the premises may be necessary to determine exact boundaries.

For some time it has been thought that it would be beneficial if some standards of examination could be adopted for the guidance of both the laity and the bar.

Some states have passed laws looking to the adoption of standards of title. In other states the bar associations have acted on this question and have adopted standards. It has been and is the subject of discussion in many bar association meetings.

Last year the Cass County, North Dakota, Bar Association appointed a committee to study this question and to submit a report. The committee consisted of W. H. Shure, Mart Vogel, Norman G. Tenneson, John Nilles, and the writer.

After several discussion sessions the standards recommended by the committee were adopted by the Cass County Bar Association. They are as follows:

CASS COUNTY BAR ASSOCIATION

NORTH DAKOTA TITLE EXAMINATION STANDARDS

Purpose

The Standards are primarily intended to eliminate technical objections which do not constitute actual defects in the title and some common objections which are based upon misapprehension of the law and also to recognize as material certain defects which experience has shown to be often overlooked or misunderstood by examiners.

General Standard

The purpose of the examination and of objections, if any, made to the title, shall be to secure for the examiner's client a title which is merchantable of record and subject to no other encumbrances than are expressly provided for by the client's contract. A record title shall be one provable prima facie by the records in the office of the Register of Deeds of the County in which the land is located. The opinion, certificate or report shall call attention of the client to nonrecord items which might affect the title such as, right of parties in possession other than the record owner, improvements in the course of construction or completed within the preceding ninety days as to which no lien statement has been filed. Objections and requirements should be made only when the irregularities or defects actually impair the title or reasonably can be expected to expose the purchaser or lender to the hazard of adverse claims or litigation.

Names

I

Idem Sonans

Names of individuals which are idem sonans shall be presumed identical unless there is evidence to the contrary. See Patton on Title, S. 52, P. 206.

II

Use of Initial or Full Name for First or Middle Name

Title shall not be considered defective because in one place a first or middle name is used in an instrument and in another only the initial of that first or middle name is used. Such defects are generally corrected by the certificate of acknowledgment.

III

Variance of First or Middle Name; or First or Middle Initial

Unless otherwise explained a variance in first or middle name and first or middle initial is objectionable and the variance should be explained unless the instruments in which there is a variance have been of record twenty-five years or more.

IV

Abbreviation and Derivatives

As to names no objection shall be made between the use of a full given name or the common abbreviation thereof or the generally accepted derivatives.

Husband and Wife

I

Non-joinder

When a conveyance has been recorded and no spouse has joined therein, evidence shall be required that the grantor was unmarried at the time of the execution of the deed or if married, evidence must be procured to show that the premises conveyed did not constitute the grantor's homestead and that neither he or any member of his family had ever resided thereon, excepting deeds which have been of record twenty-five years or more.

II

Marital Status of Grantor

(a) When a grantor is designated in a conveyance as being a widow or widower, that shall be considered the equivalent of a designation that the grantor is single and has become so by death of his or her spouse.

(b) Where the record fails to show that a grantor was ever married and the conveyance out refers to him or her as single, unmarried, widower or widow title should be passed without further question.

(c) Where the record shows that a grantor was married and the conveyance out recites that he or she is a widower or widow that recital will be taken as sufficient proof of death of the spouse and that the grantor has not remarried.

(d) Where the record shows that a grantor was married but the conveyance out is joined in by a new spouse or recites that the grantor is "divorced" or "single" or "unmarried", the fact of death or divorce shall be presumed.

CONVEYANCES - AFFIDAVITS

I

Patents

The recording of a patent or a certified copy thereof is necessary in all cases except as to title founded upon a congressional grant which by its terms does not require a patent.

II

A person joining with the record owner in a contract, mortgage or lease is not a stranger to the title and notice should be taken of his interest. Conveyance by strangers to the claim of title may be disregarded.

III

Affidavits of Evidentiary Facts

An examining attorney is justified in relying upon affidavits as to evidentiary facts in relation to the title only in the following cases:

(a) When authorized by statute, Sections 47-1911 and 47-1912 North Dakota Revised Code of 1943:

1. That he personally is cognizant of the facts stated by him in such affidavit;

2. The identity of any person appearing in such chain of title under names varying in the spelling thereof or in the use of initials; and

3. Whether or not, at the time of the transfer or encumbrance to which the affidavit relates, the land described therein was or was not the homestead of the grantors, mortgagors, vendors, or the persons whose title is divested or encumbered, wholly or in part, or in any way affected by such transfer or conveyance.

(b) As to service upon occupant, vacancy, military status, civil status, fact of death.

(c) As an estoppel against the person making the affidavit.

(d) To explain ambiguous recitals in instruments of record.

IV

Delivery of Instruments

In cases of instruments filed for record subsequent to known date of maker's death the examiner is justified in assuming effective delivery prior to death of maker.

V

Passage of Title of a Forfeiture

Attention shall be called to the possibilities of reverter and of rights of re-entry for breach of condition subsequent, duly executed by the party who reserved the same or by his heirs if he died intestate, or if he died testate by the party to whom the same were devised, or in the absence of a specific devise by his residuary devisee.

PROBATE

I

Will, Passage of Title

Where a title depends upon a devise, the record of a certified copy of the will and of an order of a North Dakota court admitting the will to probate is not alone sufficient as a link in the chain of title, even though the time for filing claims against the estate has expired. Only recorded certified copy of a decree of distribution or descent made by a North Dakota County Court pursuant to the will is necessary to complete the chain of record title.

II

Will, Necessity for Recording

A certified copy of a will with the order admitting it to probate need not be recorded to support a decree of distribution in the chain of title.

III

Finality of Decree of Distribution

A decree of distribution contrary to the terms of an admitted will or statutes of descent makes a title unmerchantable during the time allowed for appealing from the decree; but in the absence of an appeal, such title becomes merchantable after the time allowed for appeal has expired.

LIMITATION TO ASSERT TITLE

I

Unsatisfied Mortgages

An examiner may disregard an unsatisfied mortgage when fifteen years have elapsed since its maturity or when twenty years have elapsed since the date of the mortgage if no maturity date is shown thereon. An examiner may disregard a recital of an unrecorded mortgage when fifteen years have elapsed since the date of the said recital. North Dakota Revised Code of 1943, S. 35-0313.

II

In the absence of notice of renewal from possession, record, or otherwise, an examiner may omit from his opinion reference to a recorded lease when the term expressed in said lease has expired.

MISCELLANEOUS

I

Claims Under Federal Law

It is not necessary to mention in the opinion the possibility of claims under Federal laws which do not show upon local records.

II

Identity of Tax Payer

Payment of taxes does not evidence any interest in the property and the identity of the tax payer may be disregarded.

III

Lawyers should refuse to examine old sheet abstracts.

IV

Certificates of Abstracts shall be renewed every six years. The right of action against the abstractor is barred if not commenced within six years after cause of action accrued. *Commercial Bank of Mott vs. Adams County Abstract Co.*, N. D., 18 N. W. (2d) 15.

V

Fees for Examining Abstracts of Title

The minimum fee charged for the examination of an Abstract of Title shall be $15. Where the abstract of title is complicated, an additional charge shall be made depending on the time consumed in examining the abstract. The value of the property should also be considered in making additional charge for title examination. A fee of not less than $10 shall be charged for examination of original records, proceedings in County Court, District Court, Federal Court, or other records.
Adopted by Cass County Bar Association December 18, 1946.

W. FULTON BURNETT
JOHN NILLES
W. H. SHURE
NORMAN G. TENNESON
MART VOGEL
Committee

These standards are not intended to be final but they are the best the committee was able to agree on in the time they had at their disposal for study and consideration of the subject.

Some lawyers think standards of examination should not adopted by bar associations or enacted into law. In fact that was the view of some of our Cass County Committee, but the movement seems to be spreading. Whether we favor it or not standards are going to be put in force, if not by the bar association, then by the legislature. The writer is of the opinion that the adoption of standards will be a benefit to both lawyers and their clients.

It is interesting to note that the state of Nebraska at its 1947 session of the legislature enacted a law adopting standards of examination of abstracts of title. (Legislative Bill 508, Sixtieth session, May, 1947.)

The law enacted this year by the state of Nebraska goes much further than the standards adopted by the Cass County Bar Association. The Nebraska legislature had authority to "enact laws." The

North Dakota State Bar Association or any county or district bar association in this state may only adopt rules not in conflict with existing laws. The Nebraska law contains forty sections which "constitute standards for examination of abstracts of title to real estate in Nebraska".

Some of the standards enacted by Nebraska are peculiar to Nebraska laws. They would not be applicable to North Dakota abstracts.

Some standards adopted by Nebraska might properly be considered and adopted at least in part by the North Dakota State Bar Association under existing laws.

In the standards adopted by the Cass County Bar Association, we have adopted no standards regarding titles in which corporations figure. On that subject Nebraska has enacted the following sections:

> "Sec. 5. Where a corporation appears in the chain of title, the addition or omission of the word 'the' before the name of the company, and the use of 'Co.' for company or 'Corp.' for corporation, should not require any record proof of identity.
>
> "Sec. 12. Where title to real estate was held by a foreign corporation or by an alien and it does not appear from the records that the state has instituted proceedings to take advantage of the statutory restrictions on holding of land by such parties and the corporation or alien has transferred the title to one capable of receiving and holding it, the title examiner should pass the title. Where title to land is now held by a foreign corporation or by an alien and the state has not instituted such proceedings, the title examiner should pass the title with the notation that the transfer contemplated should be made prior to institution of such proceedings by the state.
>
> "Sec. 13. Where title to real estate was held by a bank, building and loan association, or other agency beyond the periods provided in the restrictive statutes and it does not appear from the records that the state has instituted proceedings to take advantage of the statutory restrictions on holding of land by such parties and the restricted titleholder has transferred the title to one capable of receiving and holding it, the title examiner should pass the title. Where title to land is now held by one subject to such statutory restrictions, the title examiner should pass the title with the notation that the transfer contemplated should be made prior to institution of such proceedings by the state.
>
> "Sec. 14. A conveyance or release of mortgage executed on behalf of a corporation under corporate seal, by an executive officer other than a president or vice president, which has been recorded for more than ten years, should be passed without calling for any showing as to the authority of the officer acting for the corporation."

The following sections from the Nebraska laws might serve as patterns for standards to be adopted by us:

> "Sec. 7. Where a decree of heirship in a short form administration proceeding in which one parcel of real estate owned by the deceased at the time of his death is described in the petition and due notice has been given, the title examiner

should treat such proceeding as effective to determine the descent of all real estate owned by the deceased at the time of his death.

"Sec. 10. Where a mechanic's lien is barred by statute of limitations, its appearance on the abstract is not to be treated as an encumbrance upon the title.

"Sec. 19. A certificate as to the qualifications of a non-resident officer authorized by statute to take acknowledgments who has taken an acknowledgment to a conveyance of land in Nebraska and who has an official seal should not be required, even though his seal does not appear on record, if the certificate of acknowledgment states that the same was made under his hand and seal.

"Sec. 24. Lack of showing as to date of expiration of a notarial commission in a certificate contained in a recorded conveyance should not be treated as a defect in title where more than ten years have elapsed since the date of recordation."

Section 9 of the Nebraska law provides:

"Sec. 9. Failure to release a statutory notice of lis pendens should in no case be treated as a defect in title."

In North Dakota we have a provision for the discharging of a lis pendens. (Vol. 3, North Dakota Revised Code of 1943, Section 28-0508,) I think that is better. A lis pendens should be discharged sometime. In cases where a plaintiff bringing an action to quiet title files a lis pendens, and afterward obtains judgment in his favor, the lis pendens may be ignored.

Several states, among them the state of Michigan, have sought to simplify the matter of examination of titles in a somewhat different way. With the passing of the years they have found it increasingly difficult to satisfy the demand for an unbroken chain of title from the government down to the present time. The state of Michigan passed Public Act No. 200 relating to the clearance of land titles, and it was approved by the Governor May 17, 1945, and is now the law of Michigan.

This act defines a marketable record title and, in effect, provides that an examiner need not go back more than 40 years in the examination of a title, provided the record title owner has an unbroken chain of title of record, to any interest in land for 40 years. He shall then be deemed to have a marketable record title as to such interest, provided the land in question is not in the hostile possession of another. The act provides that all claims against land which are more than 40 years old shall be cut off unless they have been kept alive by the simple process of recording a claim thereof within the 40 year period. The recording of such a claim is provided for in the law.

The object of the Michigan law is to define a marketable title and to fix a time, 40 years, beyond which titles can be accepted without examination. The examining lawyer may disregard all defects and irregularities prior to that time. This act is not a statute of limitations. It does not prescribe standards for abstract title examinations as does the Nebraska law, but it does define a merchantable record title as one which has been in existence for 40 years, and it provides a method of clearing the title by requiring notice of claim to be recorded within 40 years.

Similar laws have been passed in other states designed to remedy the same basic difficulties, but providing for different periods of time for the establishment of a merchantable title.

Illinois Laws, 1941, Vol. 1, p. 852, Illinois Stat. Ann. (Smith-Hurd, Supp. 1944) ch. 83, No. 10a (75 years);

Indiana Acts 1941, ch. 141, No. 1, p. 428, Indiana Stat. Ann. (Burns, Supp. 1943) No. 2-206, (35 years);

Iowa Code (Reichman, 1939) No. 11024; See Land v. Travelers Ins. Co. (Iowa) 299 N. W. 553;

Minnesota Laws, 1943, ch. 529, (50 years);

Wisconsin Laws, 1941, ch. 293 (60 years).

The examiner must be sure to see that abstracts are brought down to date and properly certified to by the abstracter. Recently we had this experience.

A lender about to make a loan to John Doe on land to be purchased from Richard Roe procured the execution of the mortgage by Richard Roe. He then had the abstract continued. The abstract showed title in Richard Roe clear of incumbrances, and a mortgage to the lender by John Doe, not yet the owner. The lender paid Richard Roe the purchase price of the real property and received deed from Richard Roe to John Doe which he sent with the abstract to be recorded and shown on the abstract. The abstract company showed the deed from Richard Roe to John Doe following the previous certificate. But to save its customer expense the abstract company did not add a new certificate to the abstract which had been continued but a few days before. The abstract was submitted for final examination. We wrote an opinion calling the lender's attention to the fact that no certificate followed the deed to John Doe, the last number on the abstract which had been continued up to a few days before the recording of the last deed. The abstract was sent back by the lender for a final certificate. When received back, the final certificate showed a judgment against John Doe the buyer. This judgment probably had equal rank with the mortgage, (Zink vs. James River Nat. Bank (N. D.) 224 N.W. 901) unless the purchaser could claim the land as a homestead.

Lawyers should refuse to accept old abstracts obsolete in form which do not give adequate information concerning the title and are not signed by anyone now responsible. Our Supreme Court has held that abstracter's liability on certificates expires after six years from its date. (Commercial Bank of Mott vs. Adams County Abstract Co. (N. D. 18 N. W. 2d 15.)

Last year the Oklahoma Bar Association adopted "Standards for Title Examination" along the same lines as those hereinbefore quoted. There is one section in the Oklahoma standards, I think we would do well to adopt. It is as follows:

> "When an examiner finds a situation which he believes creates a question as to marketable title and has knowledge that another attorney handled the questionable proceeding or has passed the title as marketable, the examining attorney, before writing an opinion, should communicate, if feasible, with the other attorney and afford an opportunity for discussion."

I have had that courtesy extended to me by several North Dakota lawyers. It was greatly appreciated. After all these questions are matters of opinion. Opinions differ. Either may be wrong.

The object of the examiner is not to seek to find flaws in the title. He should not be a "flyspecker". He should seek to ascertain the true condition of the title to advise his client of reasonable objections and what should be done about them and whether it is safe for him to buy or take a mortgage on the property or to do whatever is being considered in regard thereto. The logical assumption is that the client desires to make the deal and it is the lawyer's duty as an examiner to help him make it unless in his opinion he will be running undue risks. The examiner never finds what he can claim is a perfect title the most he can hope to find and certify to is a good record title.