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More About Abstracts

Hayes R. Hindry

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pyrotechnic display. As a charter member of the Colorado Bar Association and of the Denver Club, where he resided during the final years of his life, as a Mason and Knight Templar, and as one of the first eight to be admitted to practice in the federal district court in Colorado, Hugh Butler was regarded as an outstanding lawyer and civil leader of his day.

Hugh Butler could well be proud of the road that he had journeyed. It had been a long trip and he bore it well. It had started in Airdire, Scotland, near Lanarkshire on May 31, 1840, crossed the ocean to Hawesville, Kentucky, thirteen years later, moved in 1857 to Lewiston, Illinois, where Hugh taught school for three years and studied law for two more, then in 1862 led to Chicago for a short time before the long trek was made to Colorado in the following year. And when the final journey was made to an unknown destination on that June evening, Hugh Butler eagerly faced it with the courage that was his throughout life.

MORE ABOUT ABSTRACTS

Hayes R. Hindry, of the Denver Bar, submits the following:

MR. ALECK DENTON, 1214 Marcus Bldg., Prewit, Texas.
 Prewit, Texas. January 4, 1936.

Dear Sir: I have examined the abstract of title in seven parts covering the South 236½ acres out of Edmonton Survey in _____ County which you are preparing to buy and herewith render my opinion.

Don't buy the G_____ land. It has been my sorrow and burden to look over several horrible examples of a title examiner's nightmare, but this alleged title takes the cut glass flyswatter. It is my private belief that you couldn't cure the defects in this title if you sued everyone from the Spanish Government (who started this Mess) on down to the present possessor of the land, who is there by virtue of a peculiar instrument optimistically designated by the abstractor as a "General Warranty Deed."

In the first place, the field notes of the Spanish Grant do not close; I don't think it is possible to obtain a confirmation grant since the last unpleasantness in 1898. In the second place, there were nineteen heirs of the original grantee, and only three of them joined in the execution of the conveyance unto the next party in this very rusty chain of title, which is a major defect in the first place. We might rely on limitation here, except that I am reliably informed that nobody has succeeded in

living on this land for a period of two years before dying of malnutrition. Laches might help out, but anybody who undertakes to buy land under a title acquired by laches, is setting out like the man who set out to carry the cat home by the tail—he is going to acquire experience that will be of great value to him and never grow dim or doubtful.

The land has been sold for taxes eight times in the last forty years. The last purchaser sued the tax collector a month after he bought it, for cancellation of the sale on the ground of fraud and misrepresentation. He doubtless had grounds, but this incident will give you a rough idea of what kind of muzzle-loading smooth bores have been fritzing the title. Nobody has ever redeemed on any of these tax sales—glad to be rid of it, no doubt.

On January 1, 1908, a gentleman who appears suddenly out of nowhere, by the name of Ellis Gretzberg, executed a quit claim deed, containing a general warranty of title (!!!) to one Peter Parkinson. Parkinson, the prolific old billygoat, dies, leaving two wives and seventeen children, the legitimacy of two of them being severely contested. I am not being funnier than the circumstances indicate. He actually left two wives and it appears never to have been legally adjudicated who he done wrong by. Each one of the ladies passed away in the Fear of God and the Hope of a Glorious Resurrection and left a will devising this land to her respective brats. A shooting match between the two sets of claimants seems to have assisted the title slightly by reducing their number to six and substituting eleven sets of descendants. One of the prevalent causes of defect in this title seems to be the amorous proclivities and utter disregard of consequence prevailing in this neighborhood.

Your prospective vendor derives title by virtue of an instrument concerning which I have previously remarked. It is executed by a fair majority of one set of Peter (Prolific) Parkinson, and is acknowledged in a manner sufficient to pass a County Clerk with his fee prepaid.

Outside of the fact that it does not exactly describe the property under search, the habendum clause is unto the grantors, the covenant of general warranty does not warrant a thing, and it is acknowledged before it is dated,—I suppose it is all right.

I might mention that this land was the subject of trespass to try title suit between two parties who appear in the abstract for the first time and one of them recovered judgment awarding title and possession. We may waiver this as a minor defect, comparatively speaking.

I would advise you to keep the abstracts if you can. It is a speaking testimonial to the result of notary publics' drawing instruments, county clerks who would put a menu on record if a fee was tendered, and jacklegged jugheads posing as lawyers.

You can buy the land if you wish. There are at least five hundred and seventy-three people who can give you as good title as your prospective vendor, not counting the heirs of the illegitimate son, Prather Linken, who died in the penitentiary in 1889.

Yours very truly, KRESS L. CAMPTEL.

P.S. You owe me \$200.00 for headache powder.