

DECLARATORY RULING  
March 10, 2011

Question: Do abstract offices have the ability to refuse to build a new abstract especially with the knowledge an abstract exists with invoices due?

We look to our statute ***Title 1-32, Abstracts and Documents to be Provided to Upon Valid Order – Penalties and Liability***, which provides as follows:

*A. All abstractors shall furnish abstracts, abstract extensions, supplemental abstracts or final title reports as desired, to the persons applying thereof, in the order of receipt of a valid order therefore, without unnecessary delay, and for reasonable compensation pursuant to the requirements of the Oklahoma Abstractors Act. A valid order is a written order from the person applying for the order who is a party to the transaction containing the following element:*

- 1. A complete and accurate legal description or a complete and accurate address, as applicable;*
- 2. The availability of any necessary base abstract; and*
- 3. An up-front commitment to pay for the order either upon delivery or other payment conditions agreed to by the parties to the transaction or a stated cancellation fee amount.*

Also,

*C. All licensed abstractors and certificate of authority holders, whose business is hereby declared to stand upon a like footing with that of common carriers, who shall refuse to do so, upon receipt of a valid order for the abstract, abstract extension, supplemental abstract or final title report, shall be subject to the following...”*

It is, therefore, the opinion of the Board that an abstract office may not refuse a “valid order” to build a new abstract even though it has knowledge that an abstract exists with invoices due another office.