TITLE NEWS

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AMERICAN TITLE ASSOCIATION

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A LETTER

from

THE PRESIDENT

August 2, 1960

Dear Friends:

There couldn't be a more gracious welcome to the American Title Association upon its arrival in Washington, D.C., than that which Mr. Norman Mason gave us, which is printed in this issue. Nor could the welcome come from a source that is more closely related to our industry in our common effort to provide security and service to American home owners. Our thanks to Mr. Mason and our assurances that we will cooperate with his office in every way possible.

May I also direct your attention to the Advertising Contest Rules that are in this issue. "Mac" McConville and his Committee are doing an invaluable job for us all in bringing public relations ideas together in a competition that should guide us to the best results for our advertising dollars.

And, speaking of public relations, the whole meaning of it is distilled into one man whose picture can be seen in the "Association Spotlight" of this issue as he receives the Kiwanis Distinguished Service Award.

During hot summer days my whole family remembers with delight the warm hospitality, the cool weather and the excellence of, the Michigan and New York State Title Association Conventions.

Sincerely,

Lloyd Hughes

TITLE NEWS

The official publication of the American Title Association

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Features

Departments

AN

INTRODUCTION

TO

IMPROVEMENT OF CONVEYANCING BY LEGISLATION

BY

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1. **Basic Objectives**

Legislation for the improvement of conveyancing always has two basic objectives: to reduce the risks assumed by grantees and to lighten the labors of the conveyancer by simplifying or abbreviating his task. When English conveyancing first emerged from the fog of the Middle Ages, the requisite formality for an **inter vivos** transfer of land was simply feoffment with livery of seisin. This meant that no lawyer or title examiner was needed. It was like buying a loaf of bread or a ham. The problem of title examination was wholly eliminated, but, in theory, the risks assumed by the purchaser were enormous. Anyone other than the vendee might come in and claim a better title solely on the basis of oral evidence. Later, the Statute of Frauds, which required a signed writing for a conveyance, was enacted for the purpose of reducing the risks assumed by the vendee in the form of oral claims of others. Still very little assistance from the lawyer or title-examiner was needed.

At a very early time, however, the practice developed in England of preserving the title deeds and exhibiting them to the prospective vendee, in order to show a chain of title from a designated prior date. Thus the conveyancing expert stepped in. By requiring title deeds, the vendee's risk of losing to adverse claimants was definitely reduced. But, at the same time, the services of the expert conveyancer were required to interpret the title deeds.

Without attempting to trace this development in England, we may now turn our attention to the cornerstone of the American conveyancing system, the recording acts. These doubtless were intended to reduce the risks involved in the English system of exhibiting title deeds, for under the English practice it could never be certain that these were all the title deeds subsequent to a given date. On the other hand, under the recording system in the United States, a purchaser for value could safely ignore all instruments not of record of which he had no notice. Thus, not only was the risk assumed by the vendee greatly reduced, but the labor of title examination tended to be minimized. This latter was particularly true when practically all records came to be indexed.

As time went on, however, real estate records became longer, and the errors in record chains of title correspondingly more numerous. Indeed, it can fairly be said that the recording acts in their unmodified form have not always been an unmixed blessing. At the present time the risks commonly assumed by the vendee are, at least in theory, very considerable. Thus, the record does not disclose whether deeds were delivered, whether the signatures were genuine, whether grantors had capacity to convey, whether a title by adverse possession has been acquired by another; it may not tell us whether the grantor had a wife or husband at the time of the conveyance. Morever, in a long chain of record title, errors and imperfections in some of the instruments will be found, such as defective acknowledgments, the absence of acknowledgments or witnesses, variations in names of parties, unreleased mortgages, and gaps in the recorded chain. Not only does this mean that the vendee is assuming a greater risk in spite of the recording acts, but it also means that the title examiner's task is increased.

However, in spite of criticisms of the recording system as it operates today, it can be made the basis of a very effective system of conveyancing. Moreover, it is probably the only conveyancing system which would be deemed acceptable in most of the states. Hence, this treatise proposes no basic changes in the recording acts. Rather it offers legislative improvements based on the assumption that a typical recording act is and will continue to be in force.

2. Attainment of Objectives

Our conveyancing system has three aspects: possession, written instrument, and recording. Mere possession is a kind of title, as against all who do not have a better one. Adverse possession for the statutory period can give a good title without written instrument or recording. A written instrument, with all its problems of delivery and capacity of parties, can confer a title without any record. Recording only preserves a title but does not make one. It is unfortunate that we cannot make recording the only significant transaction and minimize the other two. That is to say, if recording were required to pass title, instead of delivery of a deed, many of our problems would be eliminated. But it is clear that no such solution would be acceptable. A few states have attempted something of the sort, but their efforts have been watered down by the courts, or by subsequent legislatures. Nevertheless, in accomplishing the objectives of conveyancing reform, emphasis should be upon making the record as important and all inclusive as possible.

Title legislation, in order to accomplish its basic objectives and remain within the ambit of the existing recording system, should be in accord with one or more of the following propositions.

(a) **The record should include, as nearly as possible, all the facts required to determine the state of the title.** This means that there should be some method by which facts of death, birth, marriage, happening of conditions, and many other matters of significance, can be placed on the record.

(b) **So far as practicable, the record should be self-proving.** Recitals should be evidence of the truth of the statements contained therein. Recorded instruments should be presumed to be duly executed by competent persons.

(c) **The length of the record required for a marketable title should be shortened.** This is one of the primary objectives attained by marketable title legislation.

(d) **Stale claims should be eliminated.** This again is accomplished by marketable title legislation. But it is also realized by statutes of limitations and by various other pieces of legislation, such as the Model Mortgage Limitation Act.

(e) **Some future interests should be restricted in duration.** No matter how much the effectiveness of the record is increased, certain kinds of future interests of long duration will tend to make titles unmarketable. As a practical matter, the only interests in land which are readily marketable in most jurisdictions are the lease for years and the fee simple absolute, or absolute but for a lease for years to which it is subject. The existence of a possibility of reverter or right of entry for breach of condition can tie up a land title for an indefinite number of years, even though the instrument which created it is recorded. The only solution for this problem is a change in the substantive law of future interests.

3. Guides for the Draftsman of Title Legislation

This subdivision has a two-fold purpose. First, it states how the authors of this treatise approached the task of drafting model acts for the improvement of conveyancing. Second, for those legislators and bar association committees who feel that acts of purely local character are needed in their respective states, in addition to the model acts contained herein, this subdivision should furnish some assistance to them in the drafting process.

(a) **Avoiding reference to facts extrinsic to the record.** To repeat what has already been indicated, a statute should generally be drawn so that it will be unnecessary to go outside the record to determine whether it is applicable. Thus, if practicable, the statute should protect all subsequent persons who record, not merely persons who take for value or bona fide purchasers, for it would be necessary to go outside the record to determine whether value had been paid, and to determine whether the person who is to be protected took without notice of outstanding interests off the record. A statute which requires proof that a person was in possession at a given date may be desirable; but, other things being equal, a requirement of proof of possession outside the record should be avoided. In fixing the period in the Model Act Limiting the Duration of Rights of Entry and Possibilities of Reverter, a period of lives in being and twenty-one years was avoided, largely because a period would necessitate going outside the record to determine when the lives terminated. Instead, a period in gross of thirty years was used. This same principle also may be applied solely for the purpose of restricting the extent of inquiry notice, whether of unrecorded instruments or of recorded instruments outside the chain of title. Such is the effect of the Model Act Concerning Indefinite References.

(b) **Legal devices which may be employed.** A variety of legal devices are open to the legislator who seeks to improve the effectiveness of the record title or otherwise to make land titles marketable. The draftsman must choose the one best suited to the particular problem he is seeking to solve.

Thus, a statute of limitations may be employed. But in so doing, any extension of the period for disabilities or for any other cause should be avoided so far as possible, for such extensions impair the value of the statute for title purposes by making the time of termination of the period uncertain. Moreover, it should be remembered that, unless a statute of limitations is so worded as to preclude that construction, it is likely to be construed as a part of a whole body of statutes of limitations in the jurisdiction, and extensions for disabilities and for other causes will be implied.

The device of a statutory presumption from facts on the record may sometimes be desirable. But it must be remembered that a conclusive presumption is not a rule of evidence but a statement of substantive law, and

for purposes of constitutionality will be regarded as such.

The device of a curative act may be effective in certain situations. In general, the type which cures errors prior to a named date is to be avoided, since further legislation of the same character will be necessary as time goes on; and it may sometimes be difficult to secure it just when it is needed.

Other devices which have been employed in model acts are the imposition of a requirement of recording or of re-recording in order to keep alive certain interests or claims; and the enactment of a rule to the effect that written instruments will not be accepted for record by the recorder unless they meet certain requirements. Sometimes two or more devices may be combined in one act. Thus a curative act may include provisions in the nature of a statute of limitations, in that the error is not cured if suit is brought within a certain period of time after the enactment.

In most instances a device which requires litigation before the title is settled has been avoided. While legislation of this character is necessary in some situations, it does not help the title examiner.

(c) **Checking for constitutionality.** A high percentage of statutes for the improvement of conveyancing must of necessity be retroactive. That is to say they must concern conveyances and other transactions which took place before the statute in question was enacted. This is true because they are designed to remove defects in the record as it now exists; and unless these defects are removed, the record can never be made effective. Moreover, if a piece of legislation is solely prospective and is keyed to a period of time, it is of no value to the conveyancer until that period of time has elapsed. While purely prospective legislation is unlikely to violate constitutional limitations, all retroactive statutes should be checked against the principles stated in Appendix A hereof on Constitutionality of Model Legislation.

(d) Transitional provisions. In order to secure maximum effectiveness, a curative act, statute of limitations, or re-recording provision may well be both prospective and retrospective. For example, suppose a statute cures the absence of acknowledgment if the instrument has been on record for five years, or a statute of limitation bars an action and creates a title after the expiration of five years, or a statute extinguishes an interest if a notice is not recorded within five years after a first recording. In each case it is desired to give the statute both prospective and retrospective effect. What should be done about those cases where five years or more have elapsed at the time the statute is enacted, or where five years will elapse so soon after the enactment that no opportunity to protect outstanding interests is afforded? If no special provision is made for those cases, the statute may well be held unconstitutional. To avoid this, some sort of transitional provision may be inserted in the statute. Of course, in the case of some curative acts, no transitional provision is needed for purposes of constitutionality, because the defects to be cured are purely formal, and there is little probability that anyone will be treated unfairly even though the statute contains no such provision.

But if a transitional provision is needed, it may take any one of the following forms. First, it may merely provide alternative periods, one of which is a period of time after the effective date of the act. Or, second, the statute may provide that the interest is extinguished unless within a brief period after the effective date of the act, say, one or two years, a notice is recorded. Or it may provide that an interest is extinguished unless within such period after the effective date of the act suit is brought. Or the statute may have no transitional clause but may merely provide that it takes effect at a date one or two years subsequent to its enactment, thus giving persons time to protect their interests. No rule can be laid down to determine which of these devices should be used in a given statute. The answer will depend upon considerations of fairness, precedents on constitutionality of similar legislation, and the social interests involved.

4. **General Scheme of This Treatise**

In the preparation of this treatise, statutes of all states were examined in order to determine what had already been done in the direction of improving conveyancing. Wherever possible, existing statutes were made the basis of model acts presented herewith. The research which preceded the drafting of the model statutes is reflected in the text under each title. In some instances the product to the research was of such length that it was inserted in the appendix.

In addition to the investigation of statutes and decided cases, a factual study was made in order to determine just what aspects of conveyancing practice are most in need of improvement. A questionnaire was sent to a select list of lawyers interested in conveyancing in six states, involving questions on "Hazards in Conveyancing Practice." The results of that survey are summarized in Appendix D.

This volume is an attempt to propose legislative remedies which will either reduce risks now assumed by parties interested in title transactions or lighten the task of the title examiner, or both. The treatise consists of two parts. In Part I are presented four major remedies of general character. These follow the four main subdivisions of Professor Basye's excellent treatise on **Clearing Land Titles.** A model act is presented under each subdivision.

Part II approaches the problem of reforming the conveyancing system from the standpoint of the principal problems which present themselves to the conveyancer. Here a legislative solution may be presented for the particular problem which cuts across the four general types of remedies considered in Part I and employs two or more of them. Or the general statute of Part I may be deemed sufficient and no solution may be recommended. Or the problem may be one which cannot be solved by legislation within the limits set for this treatise, and no recommendation whatever is made.

5. What This Treatise Does Not Do; Further Suggestion for Title Reform

This treatise assumes the existence of a recording system, and does not propose basic changes in it. In general, the treatise also avoids legislation which requires a suit to clear a title. Moreover, it does not propose reforms which may be secured only by agreement of the legal profession and without legislation. Nevertheless, it is believed desirable at this point to suggest some of the most important reforms outside the ambit of this treatise which are worth considering.

First, it may, in some jurisdictions, be desirable to have all records filed in one office so that it will be unnecessary to go to the records of the probate courts and the courts of general jurisdiction in order to determine the state of a title. This has been very effectively accomplished in Colorado by legislation, which may well be considered in any jurisdiction where such a reform is contemplated. On the other hand, it may be felt that no substantial advantage can be secured by having all the records in one place. It may be that abstract or title companies have already consolidated all records in the form of unofficial copies in their respective offices; and the lawyer has the benefit of this consolidation.

Second, in some jurisdictions it may be thought desirable to enact a simplified quiet title procedure for the purpose of establishing a new root of title.[1] The Model Marketable Title Act is the major reform proposed herein for reducing the length of the record and establishing a new root of title, but it still leaves a forty-year record. In particular instances it may be desirable to establish a title as of the present time, or as of a date much more recent than forty years back, in such a manner that no investigation of title documents prior to that date would thereafter be made. Moreover, in a few jurisdictions, for some reason, legislation of this character may be regarded as preferable to marketable title legislation. If such a quiet title act is prepared, it should be so drawn that the decree will be accepted as a final statement of the title. The proceeding should be **in rem.**

1. For a similar suggestion, see Comment, "Enhancing the Marketability of Land: the Suit to Quiet Title," 63 Yale L. J. 1245 (1959).

It should also be possible not only to quiet the title as of the present time but to secure a decree establishing the title to a tract of land as of any selected prior date. Thus, if a large number of city lots were held by a single owner fifteen years prior to the filing of suit, it should be possible to have a single decree declaring the state of the title in the entire tract as of fifteen years back. From then on, no investigation would be necessary as to the records prior to this decree. It is true that, no matter how such legislation is drawn, some members of the bar may insist on examining the record title back to the patent from the United States. But this difficulty might be obviated by an agreement of the bar in the form of a title standard.

This leads to a third suggestion, which concerns agreements of the bar as to title practices. In no area of legal business are the recognized practices of the bar of greater significance than in the matter of land titles. In some states it may be said that the practice of conveyancers is more important in determining marketability of a title than are the enacted statutes. If these practices are reasonably uniform and are generally understood, no serious problem arises. But unfortunately, such practices may not be uniform. To remedy this evil, the bar organizations of a number of states have adopted land title standards to be followed by lawyers in real estate practice. That many reforms in conveyancing practice can be accomplished by title standards is not open to question. Indeed, it is planned that this research project will eventually include the preparation of a set of model title standards which can be adapted to the needs of any state. These will be published in a subsequent volume.

Attention should here be directed to one matter which might be handled by agreement of the bar, if not by a title standard. In states where the attorney-abstract system is prevalent, the usual practice is for each attorney passing on the title to go back to the same point in the record regardless of the fact that the same record had been approved by another attorney. Thus, suppose in 1950, A conveys a tract of land to B. B's attorney, X, examines the abstract of the title back to a patent from the United States and certifies that the title is marketable. Then, in 1958, B contracts to sell the same land to C. Commonly C's attorney, Y, again examines the abstract back to the patent from the United States, and does not rely on the opinion of X that the title was good in 1950. It would seem that, assuming the competency of X, there is no reason why Y should examine the title prior to 1950. To do so would be sheer waste of time both for himself and for his client. Certificates of other abstract companies with respect to earlier parts of the abstract are regularly accepted. Why not certificates of lawyers? Of course, if a client desires a title investigation back to the government and is willing to pay for it, there is no reason why he should not have it. But it would seem that commonly a lawyer's opinion covering the extension of the abstract subsequent to the prior opinion should be sufficient. It is true, a lawyer might not wish to advise his client to accept the opinion of a prior lawyer about whose competency he has some doubt. But some device could be worked out whereby a certified list of competent title attorney could be recognized. Practices such as are here described are not unknown at the present time, are to be recommended.

6. How Model Acts Are to Be Adapted to Local Needs

It cannot be too strongly emphasized that the series of model acts presented in this treatise do not constitute a code. Each act is complete in and of itself and can be separately enacted.

Not only should model acts be adapted to local needs, but they should be adapted to existing legislation. Many of the model acts are closely related to larger bodies of legislation concerned with matters entirely beyond conveyancing reform. All such legislation should be carefully examined in order that the model act in question may be fitted into the total legislative picture without incongruity.

There is no magic in using the pre-

cise period of time stated in the model acts. Changes can be made in the periods to suit local needs without impairing their effectiveness. However, if this is done, two things should be kept in mind. First, it is preferable not to have too great a variety of periods in the whole body of title legislation. Different statutes should be so coordinated that the same period is used in each, unless a sound reason exists for varying the length of the period.

Second, a substantial change in the length of the period of a statute may alter its entire character. Thus, if the period stated in the Model Marketable Title Act were changed from forty years to five or ten years, entirely different consequences would follow. Instead of extinguishing stale claims which have no real validity, it would tend to extinguish all sorts of live claims and interests. And large numbers of notices would constantly be filed to keep claims alive. Moreover, the substantial shortening of a period may mean the difference between constitutionality and unconstitutionality. Thus, it may be entirely reasonable for a curative act to cure important defects in the record which have existed for ten years but unreasonable to cure such defects at the end of six months.

Attention should be called to certain purely formal matters which must be kept in mind in adapting model statutes to local conditions. Thus, the official designation of officers, offiices and courts may vary from that used in the model acts. The term "registry" is used, although in some states the term "office of the recorder of deeds" or "office of the register of deeds" is employed. The term "probate" court is used throughout, although in some states the designation of the tribunal having probate jurisdiction may be orphans' court, surrogate's court, county court, or court of ordinary. Likewise the court of general jurisdiction has been called the "circuit" court, although in some states it is designated as the district court or common pleas court.

Frequently the model acts designate a time when steps appropriate to recording have taken place. The term used is merely "recorded." In some jurisdictions it may be preferable to substitute "filed," "filed for record," or "recorded and indexed." This may depend upon the time at which notice to third parties is effective. In some jurisdictions, a deed is recorded when it is "filed for record," and that is the assumption in the model acts. Moreover, if, as should be the case, recording includes indexing, it should be unnecessary to say "recorded and indexed," since indexing is implied from recording. That assumption is made in the model acts.

In general, a reference to the "record" in a model act may include not only the records of the registry of deeds but also the records of the probate court.

It should also be pointed out that the model acts assume that a probate court makes a final order of distribution in administering the estate of a decedent, and that this order has the effect of a final judgment with respect to real property in the estate as well as with respect to personal property. In some states, of course, the probate court makes no final order distributing real estate. In those states some of the model acts may require minor modifications.

In conclusion, it must be reiterated that most model acts can never be so drawn as to be precisely fitted into local needs. Some of them must be reshaped before they can be blended into a total legislative picture. But it is believed that they do contain the essence of the best that can be offered in land title reform.

ON THE COVER

A. T. A. plays many roles in serving its members. The Association acts as a nucleus, a hub from which titlemen everywhere can exchange ideas and draw information. However, perhaps one of the most important functions of the National Association is to serve as an industry spokesman. Working closely with lawyers, brokers, savings and loan officers, and government agencies, A. T. A. as the voice of a united industry can make known the ideals and goals of its members.

Sharing the aims of our industry, to help the home owners achieve safe, happy home ownership, is the able administrator, Norman P. Mason. TITLE NEWS is exceedingly proud to feature the Honorable Norman Pierce Mason, House and Home Finance Agency Administrator, Washington, D.C., on its August cover. A. T. A. deeply appreciates the cooperation Mr. Mason has shown the title industry in the past and looks forward to working even more closely with the House and Home Finance Agency here in Washington.

A relaxed and friendly atmosphere as A. T. A. President Lloyd Hughes chats with US Housing Administrator, Norman Mason, in the latter's Washington office.

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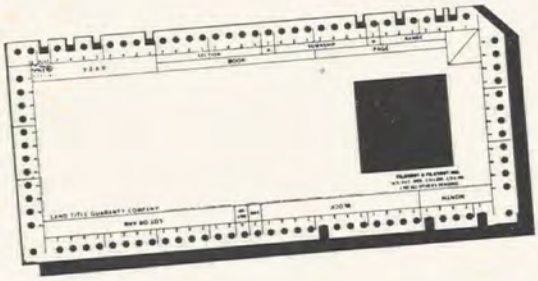

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A. T. A.'s 1960 ADVENTISING CONTEST

C. J. McConville, Vice-President of the Minnesota Title Insurance Company has an important anouncement. As Chairman of the Advertising and Publicity Committee, which includes Oliver Twist, Vice-President of the Frankford Trust Company; William J. Harris, Executive Vice-President, Houston Title Guaranty Company; Don Nichols, Abstracter, Montgomery County Abstract Company; George V. Russell, Manager, Idaho Title Company; and Joseph G. Wagner, Vice-President, Landon Abstract Company, he is determined to secure for members attending the Annual Convention in Dallas the benefits that flow from an exchange of promotional ideas, while at the same time eliminating those factors which caused members to lose interest in the contest in bygone years.

Title insurance companies whose combined capital, surplus, and undivided reserve total more than $15,000,000 have volunteered to support the event with idea-producing displays "for the good of the order" without hope of reward, for they are ineligible for prizes.

Here is your opportunity to parade the most effective merchandising idea sponsored by you during the past five years. The rules are simple. The advantages are numerous. ENTER NOW!

OUTLINE OF CONTEST PROCEDURE

A Each member of the American Title Association is invited to participate in the contest and becomes eligible for entry upon the furnishing of an entry blank. To insure that competition will be among member companies of comparable size, the following entry classifications are established:

1. Abstract companies and title insurance agents whose county of domicile has a population of not more than 100,000.
2. Abstract companies and title insurance agents whose county of domicile has a population of more than 100,000.
3. Title insurance companies whose combined capital, surplus, and undivided reserve total not more than $3,000,000.
4. Title insurance companies whose combined capital, surplus, and undivided reserve total more than $3,000,000 and less than $15,000,000.

B For the purpose of this contest the term "advertising" shall be construed in its broadest sense and any promotional activity of any member company may be displayed and considered for an award. Entries may include examples of paid advertising in newspapers or other periodicals, radio or television programs, direct mail campaigns, brochures, publicity releases, posters and signs, give away material, personal speaking campaigns, promotional films, financial statements, or any other public relations or promotional activity. The contest is divided into the following categories: (a member company may enter either or both categories).

1. The best sustained promotional program sponsored by a member company during the past five years.
2. The best single promotion (a certain advertisement, publicity release, brochure, etc.) sponsored by a member company during the past five years.

NOTE: There shall be no limit to the number of promotional activities a member company may enter as exhibits.

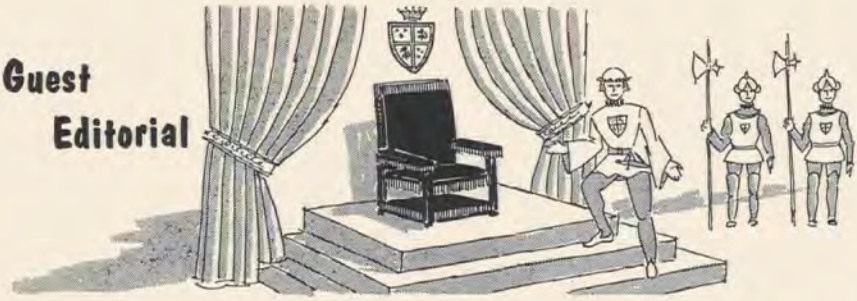
C Entries shall be judged on a basis of content, character, originality, appearance, and general effectiveness of each of the category of entries. A three man judging committee to be selected by the Committee on Advertising and Publicity will vote on the materials submitted and determine the contest winners.

D The following awards shall be made based upon the decision of the Judging Committee:

1. A grand prize trophy shall be awarded to the company which submits, in the opinion of the Judging Committee, the best over-all exhibit. This exhibit may be in either of the two categories described above. This trophy will be a perpetual trophy and will be held by the winning company through the following year. In addition the winner of this grand prize will receive a plaque which it may retain permamently as evidence of having received the award.
2. Four bronze plaques shall be awarded to the companies from each of the classifications enumerated above which place first in the continuing promotional category.
3. Four bronze plaques shall be awarded to the companies from each of the categories enumerated above which place first in the single entry or "one-shot" category.
4. All other companies participating will receive appropriate recognition.

E Each member company entering the contest will be responsible for shipping and setting up the advertising display at the Statler-Hilton Hotel in Dallas, Texas, on or before 12:00 noon, Monday, October 10. To be eligible the enclosed entry blank must be retunred to the association office 1725 Eye Street N. W., Washington 6, D.C., on or before September 1. Entries may be mounted and displayed in any manner which will illustrate a company's promotional activity most effectively. The Advertising and Publicity Committee reserves the right to allocate the available display space and if necessary to limit some of the display area available to each member. Contestants will assume the responsibility for dismantling their own displays and removing from the hotel premises.

Guest Editorial



A hearty welcome to Washington, to the officers and staff of the American Title Association.

It will be good to have you here in the Nation's Capital where government and private enterprise sit down together to discuss how we can best serve the people of America.

Paradoxical as it may seem, with all the fabulous improvements in communications we now enjoy, no substitute has yet been found for the personal exchange of new ideas and new plans of men working together for a better way of life.

In discussing the relocation of your Association in Washington, one of your distinguished officers pointed out that your "greatest objective is to provide the best, safest and most progressive title evidence available." The accomplishment of that goal is interrelated with practically every facet of the shelter industry including building, lending, selling, government and most of all the American homeowner.

When we come to measure our success, it is in terms of happy, secure home ownership.

Already we can point out that well over half of the families in America own their own homes. We can say with assurance that it is easier for a family to buy a home in the United States than in any other nation of the world.

But wouldn't it be wonderful if we could have a uniform Mortgage and Foreclosure law which would so greatly simplify and expedite the financing of home construction?

Yes, there is still progress to be made. There are still many improvements that we can all work together to achieve.

The new horizon of Washington which you have chosen can mean new horizons for many, many Americans. We feel sure it will. We are glad you are here.

NORMAN P. MASON
U.S. Housing Administrator

NORMAN P. MASON

It Happened in Montana

Every once in a while some one comes along with imagination, spirit, determination, and ability. When that occurs, something good takes place within an industry. Such a person is Wanda Eggertsen, Editor of the UTAH TITLE NEWS. With infinite patience and finesse (and not much money) she has created a fine publication for her state association. The following article is reprinted with her permission and comes to us because her watchful eye searches not only Utah for items of interest to title men, but neighboring states as well.

"Two Hebgen Lake ranchers stood along the escarpment of the Montana earthquake. They had a special problem. K. Smith had land on the south side of the reservoir. Jack Eversole had land on the north side. The night of August 17th at 11:39 p.m. the lake tilted in that famous Hebgen Lake's earthquake. Some of Smith's land sank into the lake. Some of Eversole's land did too. But the lake was drained and the question before the panel of two ranchers was who would have what when the lake was filled again.

"I'd like to know if I can fence the bottom of the lake for grazing this year if they don't fill the lake", Smith said. "And where would I put my fence line? Some of the lake bottom early last August was my high-and-dry property. But the old tilt of the hill took about 100 acres of it from me."

These two men were not the ones with property boundary problems. George Duvendack, supervisor of the Gallatin National Forest, Bozeman, Montana, said that two surveys had been made to determine the new elevation of the Hebgen Dam. The Coast and Geodetic Survey came up with the finding, after running a line from about 400 miles away, that the base marker at Hebgen Dam is slightly over nine feet below what it was the morning of August 17th. The Army Engineers came in with a line and they showed that the base marker was something in the neighborhood of 18 feet below its former elevation. Right now the ranchers do not know their elevations, or what the lake might do to them when it reaches the top of the dam. It hasn't been definitely decided that the lake dropped; there is no hinge along the south side of the lake to show there might have been a bend.

The core of the dam was built on bedrock and it stayed pretty constant

except for the portion of the spillway on the north side. That part of the dam slipped 18 inches and caused a break-up of the spillway. There was also a five foot shakedown on the fill sides of the core. Proof that there was a shift in things is evidenced now by the look at the bottom of the lake—the first time that experts have been able to see what happened below the water's surface. The lake has been drawn to the limit—to permit repair on the outlet valves. It's as low as it will ever get right now.

There on the bottom of the lake, learning a little toward the escarpment on the north shoreline, are great mounds of mud. They came from somewhere — some of them were formed by slides from the side. Also visible right now are large "blow holes" which were formed when pressures below forced an eruption in the surface of the earth. Near the dam there is quite a rise along the bottom of the lake — proof that something gave a heave to a lot of earth from some point way down under. A little more push and there might have been a peninsula or two on the north side which would complicate this matter of who owns what land.

For a long time the owners around the earthquake site will be wondering which is their land and which is not.

WANDA EGGERTSEN

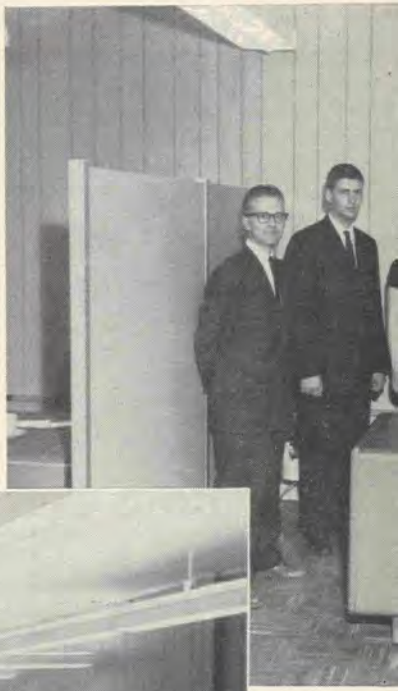
Some fence lines have been shifted as far as 18 feet—that makes up a few acres in a half mile's time. And when (and if) a new survey is run, someone might find to her amazement that she's been cooking breakfast in a kitchen that is located on someone else's plat. That first shock was only the starter.

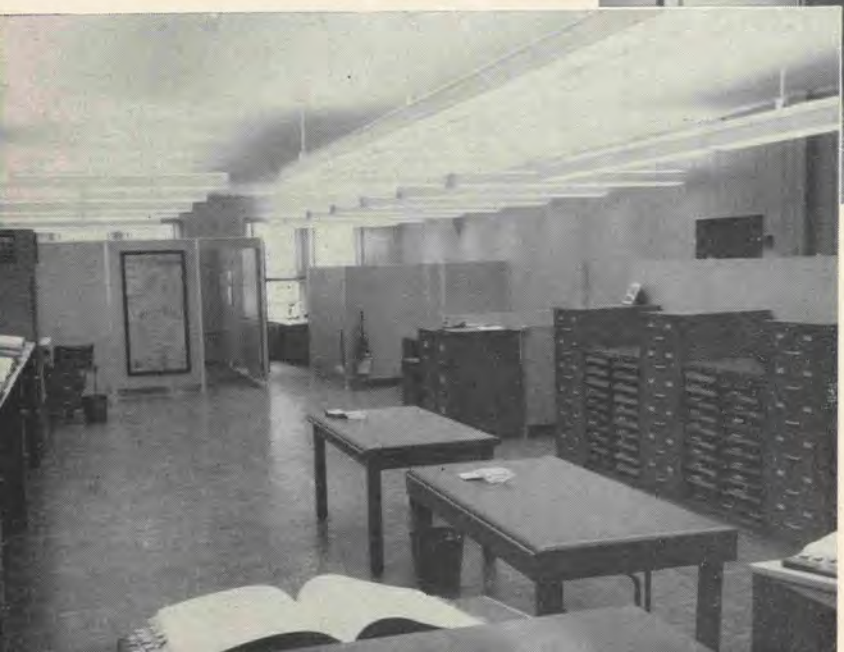
A NEW HOME FOR OLD RECORDS

WISCONSIN COMPANY SETTLES IN NEW

The La Crosse County Title Company on May 1, moved into new office space on the second floor at 509 Main Street, La Crosse, Wisconsin.

The staff breathed sighs of relief because this looks like a permanent place after 3 moves in 11 years. The necessity of being "close to the Court House" is now eliminated because of a photostat take-off and filming of the early records. The new location is 3 blocks from the Court House but very much in the center of the customer area. "The fact that the new office is on the second floor", says T. J. Holstein, President, "may mean that we have to offer an electrocardiogram with each order."





LEFT:
showing
area for
and emplo

RIGHT
employ
front

FICE

ABOVE: View from front to rear. Map cases and take-off slip files on left. Tract indexes from center rear to right. Supplies and photostat equipment in right rear.

LEFT: (Reading left to right) William W. Morrison, Secretary; William T. D. Holstein; O'Nieta J. Thorsen; Florence W. Geselson; Thomas J. Holstein, President.

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Left to right: Thomas J. Holstein, President; Florence W. Geselson; William W. Morrison, Secretary; William T. D. Holstein; O'Nieta J. Thorsen.

The area, 25 x 80, formerly occupied by the many small rooms of a dance studio, was completely gutted and new floors, walls, ceiling and lights installed by the landlord, Mr. Arthur Soell. A long-term lease was signed. Part of the area is sub-leased to the La Crosse County Surveyor, Mr. Clayton Solberg.

The accompanying pictures show the lay-out of the plant and the officers and members of the staff.

The Company was established by Josiah L. Pettingill in 1881 and incorporated by him and his son Claude K. Pettingill in 1931. Both were community leaders and staunch members of the WTA and ATA. Thomas J. Holstein, present owner, bought the company on the death of Claude K. Pettingill.

La Crosse County, (Pop. 75,000) is on the East bank of the Mississippi River in West central Wisconsin. The City of La Crosse is a city of 50,000 with varied industry (including the main office of the Trane Company, manufacturers of the air conditioner installed in the new office), and is a distribution center for a large area.

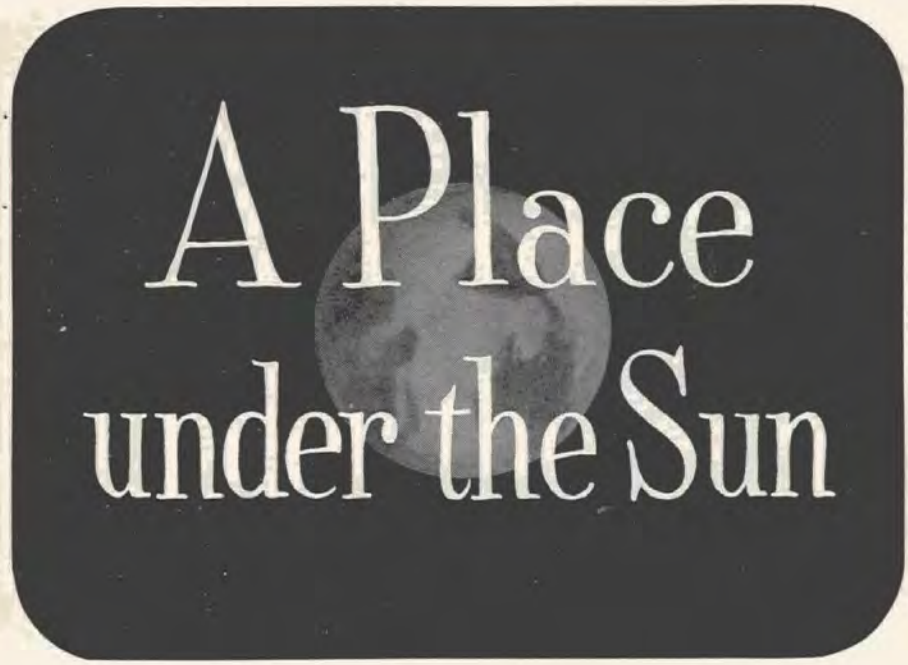
William Morrison, Secretary, says. "We are very pleased with the new office because it is such an efficient place in which to work.

As our community grows and our business grows, we have to grow, too.

We can't operate as we did 10 years ago—or even 2 years ago. New plant and new machinery mean better service to our customers, and more and better business."

A T A's

SPARKLING NEW MOVIE



21 Minutes of Animated Entertainment and Education

FIRST SHOWING OCTOBER 10 IN DALLAS

AN EFFECTIVE SALES TOOL

PLAN NOW TO ORDER SUFFICIENT PRINTS TO BLANKET THE AREA YOU SERVE

Shades in Claims

By FRANK W. MARSALEK, Manager
Washington Branch Office
Lawyers Title Insurance Corporation

Perhaps no other area of title insurance work reveals more intimately the intriguing nature of our industry than does the consideration of claims made by title insurance policy holders. Eminently qualified to discuss this facet of our business is Frank W. Marsalek whose "earthy" psychological approach to his customers' complaints insures interesting reading.

"Shades in Claims" is reprinted here with the permission of the editors of LAWYERS TITLE NEWS.

The examination of a title to a reviewer is an intriguing enterprise. Every case is distinctively different and presents a unique personality in and of itself.

An old title man once said, a good title man is not made, he is born. He went on to say that a good title man is a man who can correct a faulty title and render it insurable—anyone can turn it down.

The ordinary title examiner, however, deals with histories and prologue—the moving finger having writ moves on . . . he ultimately attains the achievement of success when he has matured to the position of a claims adjuster.

The claimsman on the other hand deals with abstractions, conjectures, psychology and sound business sense. The concept and the import of a title insurance policy often is not recognized until an attack has been made upon the title it purports to insure.

There are many classifications of claims, the aspects of which range from the frivolous to the ridiculous. The commonly cited claims based on errors, omissions, forgeries, misrepresentations and the like present much of interest to the general public but it is the small tedious claims that give local color and interest to the everyday operations of a claims department. Human interest always excites emotion so perhaps it would be well to look in on the desk of a claimsman. We shall see real problems, contemplate a solution and see some claims settled.

Let's take the case of Mrs. Mouser. She owns a house on which the transaction was closed five years ago. It was a new house then, just completed, and one of ten in a small subdivision. The builder purchased a remaining parcel of land 300 feet wide facing two streets and just long enough to erect five houses on each street. High Street was a paper street

with no utilities and Low Street was 20 feet below grade of High Street. Somehow, the builder, in violation of existing zoning regulations, connected the sewers on the High Street houses through 3 inch sewer lines across the properties on Low Street and to make matters worse these sewer lines were ganged with the lines connecting Low Street houses with the service mains. This violation completely escaped the attention of the inspectors. The builder saved a little more money, he used terra cotta pipe instead of cast iron; but, he did terrace the lawns beautifully to cover up this ingenious network of pipes.

We were having a beautiful winter, five years later. At the rear end of Mrs. Mouser's lot this pipe was less than 12 inches below ground. The frost had done its work and for 30 days now every time her neighbor used water the waste poured into Mrs. Mouser's back yard. She had gone the rounds of the County Offices from the Sewer Department to the Health Department even to the County Solicitor. From one office to another, she was shunted. No County Officer would advise her. The neighbor took a "wait and see" attitude, he remained aloof and uninterested. One can imagine the frustration that confronted Mrs. Mouser. She was desperate. At that point she remembered she had an Owner's Policy. With policy in hand she went directly to the title company and unraveled her long sad tale. For thirty days she was being shunted from one County office to another and at night she prayed piously for deliverance. What could the title company do? According to Mrs. Mouser's description, the break occurred about two or three feet inside her rear lot line. Action was the watchword—she was frantic—something had to be done that minute. The orderly process of law could only delay the solution. It was eleven o'clock in the morning, Mr. Aloof and his wife were an employed couple. Our insured was to go home, have her handy man dig a hole two feet deep, one and a half feet square and have him fill it six inches below the surface of ground with concrete at the point of break. This effectively sealed the leak, which, as a matter of common sense, any plumber could have advised Mrs. Mouser, and points up the need of getting right at the heat of any matter—whether it be a legitimate claim or simply a problem of a broken drain pipe.

FRANK W. MARSALEK

Then we look at the case of the Apex Development Company which purchased a large acreage tract. The tract was subdivided into lots. The North line of the subdivision was 2200 feet long and bordered another large tract in common. On the sale of one of these bordering lots it was discovered that through a surveyor's error made when the North tract was fenced, the dividing fence was laid on a line which encroached on the southern tract by five feet along the whole 2200 feet; the fence had been installed about 20 years ago. The administrative officer began negotiations for settlement and after about ten conferences and nine months elapsed, agreement was made to install a new fence. A two strand barbed wire fence at the cost of $1.50 a running foot plus a new stake out would have been quite an expense item. At this point, the claimsman

was directed to take over, with nine months expired time in his favor, and many of the lots in the subdivision already sold. All of the border lots were still unsold. It was proposed that the border lots be resubdivided, excluding the five feet under fence, at the cost of the title and a guarantee to be given that these lots would not thereby be devaluated. It really makes little difference if an unimproved lot is 145 feet long instead of 150 feet but as a matter of fact these lots increased in value for the obvious reason that the supply was less than the demand. The total cost of this method was $325.00 for resurvey and re-subdivision.

SEVEN INCH QUESTION

Now, lets take the case of Mrs. Belasko. She purchased a little house in "Foggy Bottom" at the purchase price of $6,000.00 and demanded a title policy. Mrs. Belasko was in the specialized business of buying this type of house, spending about $15,000.00 for reconditioning and selling the refurnished product for about $30,000. This type of house was steeped in quaintness and history. It was early summer, so Mrs. Belasko went on with her plans. The usual delays for licenses and permits now carried her into September. The weather was still mild so renovation was going on at a great pace. The little house had a frame addition to the main brick portion and this addition served as a kitchen. The plans called for the addition to be replaced with a brick of matching quality of the main house. After dismantling the frame sides, the foundation was already in place when the building inspector put in a "stop order" due to the fact that the foundation encroached by about 7 inches on adjoining vacant ground in another ownership. Mrs. Belasko was a very firm woman. She determined that the house was over 125 years old and the addition was about 75 years old. She strongly argued her case before the various and sundry city department heads and even appealed to the C ommissioners. The chief inspector refused to budge from his stand because he would be severely criticized. Two and one-half months expired and Mrs. Belasko's kitchen was still airing in the sun. The thought then struck her to lay hold of her title policy and visit the title company. She surmised some suggestions would be made by the claimsman to resolve her dilemma. Instinctively, a drowning man grasps at even the shortest straw, and impulsively a fellow man will heedlessly wade into a quagmire to withdraw someone from the sinking sands. Moral expediency will sometimes overshadow legal responsibility. Compassionately, therefore, the notes show that the claimsman made an appointment with the chief inspector. Apparently, the only inquiry directed by the claimsman was:—Upon what evidence did the Inspector's office base its conclusion as to who had title to the 7 inches in question. The tax record of course!! A very impressive affidavit was executed by Mrs. Belasko as owner of the property to the tenor that according to her information and belief she was the owner of the disputed 7 inches, together with the improvements thereon. This satisfied the chief inspector and Mrs. Belasko had her kitchen under roof by Christmas Day.

DO IT YOURSELF

Look at the case of the Burning Tree Development Company, which involved a purchase of some two hundred acres of land. The entire frontage to the exclusion of the extreme westerly 75 feet was sold by the previous owner for commercial purposes. There were plans for some 200 houses and a subdivision was laid out using the westerly 75 feet as access road. Some thirty houses were in various stages of construction, under construction-loan mortgages aggregating $365,000.00. Ten houses were plastered, ten more under roof and the remaining ten at the first floor joists. The president of the construction company received a letter from an attorney representing the land owner of a three acre parcel on the West to the effect that such development company was to cease and desist from using the adjoining 75

foot strip as a roadway. The only other access to the subdivision would be over a back road about three quarters of a mile away. It seems that in 1907 one Mr. Garbbs, who was then the owner of the three acre tract, surmised a vacancy and promptly filed for letters of patent. All of the adjoining land at that time was completely undeveloped. He, since that time and up to the time of his death, and his heirs afterwards, regularly paid taxes on this 2¼ acre patent which was duly recorded among the Land Records. It so happens that the 2¼ acre plot is a triangle with a base 75 feet wide at the front road and extends back. At least four of the houses being built were partly on this plot. The notes show that complete abstracts were made on the two adjoining tracts and the title descended regularly from 1840. The indexations in the County are by the Grantor - Grantee system. This case must have been settled by the claimsman for the houses were all sold and new purchase money mortgages appear of record. The claimsman did not finish his notes in this case so it shall be to you to determine the solution.

EXPENSIVE SHOWER

Picture an exuberantly happy man in the shower washing away the soil from his toil of moving into a new house. He is angora white in lather and is surveying his kingdom—the house he just purchased. Suddenly, like a thief in the night, the supply of water is taken away—by what turned out to be merely an orderly process of government. It seems that the previous owner while the house was up for sale and vacant, had failed to pay his water bill. He was billed, but was told by the broker this matter would resolve itself in settlement. Due cut-off notices were sent him; he paid no heed. Escrow was held at settlement and a check was on its way, but, one hand of the government does not know what the other is doing. The law says cut-off the water. After several frantic calls to the broker and the bank, our be-lathered homeowner finally is put in touch with the claimsman. Our claimsman, after explaining that nine dollars and fifty cents for unpaid water was a lien on the property by the same law, with the cut-off as added protection to the government, calls the water company and assures them that their payment is in the mail. Soon, all is once again blissful on the home front.

PLAYGROUND RIGHTS?

Surveys oftentimes are unwary culprits, especially when the Civil Engineer pretends to use his imagination to the shifting meanderings of a roadway. Sometimes, too, the course of an existing dirt road will be changed for convenience and the old course is obliterated by time and underbrush. Adjoining property deeds often begin to show the new location of the roadway, and the obscure monuments of the old road are discounted as mere miscalculations and errors of antiquated instruments; but that does not change the ownership of the land. Neighbors relish litigation for principal; but most times the spelling of this word is doubtful.

Adverse claims and users surreptitiously present knotty problems especially where there is little or no tangible evidence thereof. There is a case now pending in the local Circuit Court on a motion for a new trial wherein the jury returned a judgment for a claimant of an adverse right. This man was armed with a faulty survey which extended his land across a roadway by a triangle, five feet at the base and extending 200 feet to an apex. The most potent evidence presented by the claimant was testimony, corroborated by his wife, that since their little girl was five years old she was daily sent to play on this plot of ground. Can you imagine confining the antics of a five year old to the restriction of such a small parcel of land? In Maryland, the jury passed not only on the facts but also the law. And, they must have weighed the fact that the defendant was builder who bought this property and constructed four houses thereon. Whereas, the plaintiff was a meager farmer just trying to raise some corn for his table. Amazement abounds that the trial jurist allowed the case to the jury. In any event the sale of

the houses has now been postponed for two years and they had to be rented to mitigate the admeasurement of damages in claim.

An overlooked mortgage results in an encumbered title to the purchaser. Little notice of such impediment is given, for it is only when foreclosure proceedings are pending does this fact come to light. There is so little time for deliberation and study in these cases; the claim must be processed expeditiously.

It is conclusive therefore that any claims or presentment in the nature of a claim must of necessity be treated with due dispatch. Any dilatory handling, or time consumed in lengthy study will of certainty compound the loss. The motto of a claimsman is "the difficult we do right away—the impossible takes a little longer." The production of the claims department of any insurer truly reflects the dignity and reputation of the company represented—for, "by their fruits you shall know them."

We all get them. The lady whose garbage can was smashed by a village truck, the man next door who picks apples from "my tree," the poor confused widow who doesn't like airplanes flying over her home. Here is one we thought would interest our readers. How would you have answered?

March 30, 1960

Dear Sir,

I am writing to let you know that my house mortgage number is 12345-Lot ABC, Acme Developing Corporation, had damage of gas burner since we move in 1957, however my wife and I have never touch gas or reading meter or thermostat. Because three years to now every months it cost me around $55 to $60 in winter but in summer around 28 to 30 months.

However let me explain to you. I pay every months on my house is $64.70 plus gas and electric $60 with total amount is $124.70. My gas burner still make noise as my baby can't sleep on every night. On every house of neighbors don't have the same price as I got more money. On each neighbors pay electric and gas around $35 in winter but in summer around $10. I don't have the same. Every time I call CEDAR HOLLOW LIGHTING COMPANY, each time they come to my house and have check my gas burner everything is okay. But we still have complain against gas burner. I demand you to come to my house on Saturday because I want to show you one of my gas burner and explain each thing to you. Will heard from us and our neighbors had proof.

Do come on Saturday and I will be glad to wait for you. Because insurance on my house have right for damage of gas burner. Do something so I can clean up my bills.

In five to six months is almost $300 and each one were it will cost me about $500 for electric and gas. Whatgood for us to pay more. I will wait for you to come Saturday.

From
Mr. and Mrs. X.

March 31, 1960

Title No. 12345-Lot ABC
Mr. and Mrs. X.
4240 W. Overshoe Dr.
Cedar Hollow, Indiana
Dear Sir and Madame,

We acknowledge receipt of your letter of March 30, 1960.

We regret to hear the trouble you are having with your gas and electric consumption. However your complaint is addressed to the wrong party.

The policies issued by this company insure title to real property and in the performance of gas and electric equipment we suggest you address your complaint to your local utility company.

Yours very truly,
Mr. Y.

meeting timetable

AUGUST 12, 13, 1960

Minnesota Title Association
Hotel Duluth
Duluth, Minnesota

SEPTEMBER 8, 9, 1960

North Dakota Title Association
Bismarck, North Dakota

SEPTEMBER 15, 16, 17, 1960

Kansas Title Association
Warren Hotel
Garden City, Kansas

SEPTEMBER 22, 23, 24, 25, 1960

Washington Land Title Association
Olympic Hotel
Seattle, Washington

SEPTEMBER 23-24, 1960

Utah Land Title Association
Cotton Wood Country Club
Salt Lake City, Utah

SEPTEMBER 25, 26, 27, 1960

Missouri Title Association
Statler Hotel, St. Louis, Missouri

SEPTEMBER 25, 26, 27, 1960

Nebraska Title Association
Clarke Hotel
Hastings, Nebraska

OCTOBER 3-6, 1960

Mortgage Bankers Assn. of America
Conrad Hilton Hotel
Chicago, Illinois

OCTOBER 9-13, 1960

American Title Association Annual Convention
Statler Hilton Hotel
Dallas, Texas

OCTOBER 20, 21, 22, 1960

Wisconsin Title Association
Liggetts Holiday Inn
Burlington, Wisconsin

OCTOBER 30, 31 and NOVEMBER 1

Ohio Title Association
Netherlands-Plaza
Cincinnati, Ohio

NOVEMBER 14, 15, 1960

Indiana Title Association
Sheraton-Lincoln Hotel
Indianapolis, Indiana

NOVEMBER 17, 18, 19, 1960

Florida Land Title Association
Everglades Hotel
Miami, Florida

Yreka Office Opens

The Northern California Title Company's Siskiyou County office is now open at 210 Butte Street, Yreka, California.

The new firm will offer complete escrow and title service, issuing joint title insurance policies of California Pacific Title Insurance Company and Title Insurance and Trust Company. The combined underwriters being Americas largest title company with assets in excess of $70,000,000.00.

A. W. (Al) Samuelson, Vice President of the Company, will be in charge of the Yreka office, according to Jack D. Fritz, President of the Company. Samuelson is a former Title Officer of Title Insurance and Trust Company with fifteen years experience in all phases of title business.

The Company also operates branch offices in Calaveras, Glenn and Tehama Counties and offers title and escrow service in twenty-seven other California counties through affiliate companies.

Fritz said that Northern California Title Company chose Yreka for a branch office after extensive study of the area's economic conditions. "We hope to be of service to the residents of Siskiyou County immediately and for many years," he remarked.

Acquires Third Branch

Lloyd Hughes, A. T. A. President and President of Record Abstract & Title Insurance Company, Denver, by his company of the Aurora Business & Escrow Service in Aurora, Colorado.

Purchase of the building and the business gives Record Abstract its third branch. The others are in Brighton, Colorado, and Littleton, Colorado. Hughes said that there will be no personnel changes at the Aurora office. Mrs. Foley will be the branch manager.

And Still We Build

Construction of a three-story, 30,000—square-foot building, to house the Bkaersfield branch of Title Insurance and Trust Company was jointly announced by Paul B. Filson and Emmett E. Wilson, manager of Title Insurance Trust Company facilities in Bakersfield, California.

The new office building will be located at the northwest corner of 17th and Chester Avenue and is expected to be ready for occupancy sometime in January, 1961. At this time, this new facility will consolidate both offices and personnel of the present Title Insurance and Trust Company located at 17th and "I" Street and the Bakersfield Abstract Division of the company now located at 1331 Chester Avenue. Title Insurance and Trust Company will occupy the corner section of the building which will include a main floor, and an "expandable" mezzanine floor. The new structure will be fully air-conditioned with an automatic elevator and will feature full fluorescent lighting and acoustical ceilings throughout. The latest type parking facilities will be located at the rear of the building which will provide three levels—the ground floor and two upper levels. The parking feature will be "direct drive-in parking" which will bring all the facilities of the building into step-in parking range.

All of the title industry is proud as Ernest J. Loebbecke, President of Title Insurance and Trust Company, Los Angeles, and immediate past president of American Title Association, receives the distinguished Service Award of the Kiwanis Club of Los Angeles "in recognition of and appreciation for distinguished public service."

Titleman Elected

Robert E. Blau, Vice President and Assistant Manager of Security Title Insurance Company, is the newly elected president of the Riverside, California, Chamber of Commerce for 1960-61.

He was elected this week by the new board of directors of the chamber and will take office July 1.

Blau came to Riverside in 1956 from the El Centro office of the title company. He has been a vice president of the chamber this year and was chairman of the land use and zoning committee for two years.

He has been a director and vice president of the American Red Cross, treasurer of the DeAnza Council of Girl Scouts, a vice president of the Downtown Riverside Association and directors of Riverside Community Hospital.

He is active in the Palm School and Sierra Junior High School Parent Teacher Associations and a director of the Kiwanis Club.

Monumental Works

The cumulative supplement prepared by Professor Harold E. MacIntosh of the University of San Francisco to the two volume work, "Abstracts and Titles to Real Property," brings to mind for those of us who know the author Logan B. Fitch, Vice-President of the Chicago Title and Trust Company, the years of painstaking research that went into this thorough and scholarly text.

Mr. Fitch, who joined the CT&T staff in 1925, is in charge of all the firm's title division operations for Cook County in addition to being manager of Title Division Production.

A graduate of the University of Wisconsin with a B.A. Degree in Economics and a L.L.B. Degree, Mr. Fitch is the author of several other professional publications. They are "Abstracters' Manual" and "Real Estate Titles in Illinois."

He is a member of the Chicago and Illinois State Bar Associations, Chicago Real Estate Board, Home Builders Association of Chicago Land, and Chicago Association of Commerce and Chicago Association of Commerce and Industry. He is also a member of the Chicago Council on Foreign Relations.

LOGAN D. FITCH

Cal-Pac Opens Branch

California Pacific Title Insurance Company of San Francisco, California, celebrated the opening of its San Leandro office at 105 Parrott Street, San Leandro, California, with ribbon cutting ceremonies and an open house recently.

M. C. Mosher, Vice-President and Manager of Alameda County Operations for the company stated that the opening of this office is a further step in the program of the company for providing a modern and efficient escrow and title insurance service for its clients in the San Leandro area.

The office will be staffed by five people at the outset under the management of William F. Fergus, Assistant Secretary, who is an experienced escrow officer with over fourteen years of service with the company. Robert Sandholdt who has been representing the company in the Leandro area will assist Fergus.

Stine First

H. Stanley "Dutch" Stine, Chairman of the Relocation Committee, was not only instrumental in setting up American Title Association's new Washington headquarters, but blessed the association by being its first official visitor.

New York Elections

Mr. John A. Albert, Vice-President and Secretary of Inter-County Title Guaranty & Mortgage Company, was elected President of the New York State Title Association at its Annual Convention. The New York State Title Association, of over 600 members,—Title Insurance Companies, abstracters and real estate attorneys, held its Annual Convention at Saranac Inn this year.

Mr. Jerome Berger, Treasurer of Guaranteed Title and Mortgage Company, was elected Vice President for the Southern Section of the State; Howard N. Francis, an attorney of Syracuse, was elected Vice President of the Central Section and Leo Sullivan, Executive Vice President of Monroe Abstract & Title Corporation, was elected Vice President for the Western Section.

Mr. Arthur J. Seltzer, Secretary of Metropolitan Title Guaranty Company, was elected Treasurer. Mr. Seymour Fischman, President of Security Title and Guaranty Company, was elected Chairman of the Title Insurance Section and Francis W. Clinton, President of Kings County Capital Corp., was re-elected Chairman of the Abstracters Section.

JOHN A. ALBERT

Returns From Europe

Morton McDonald, President, Deland Abstract Company and past President of the American Title Association, has just returned from an extended tour of Europe. Although he is happy to be back in his homeland, he expressed a great interest in foreign economic recovery, especially that of Germany. Undoubtedly we will hear a full report at the annual convention.

Mr. McDonald will meet Joseph Smith, American Title Association executive V.P. and Joseph Snyder of the Chicago Title and Trust Company in August, for a meeting of the trustees of the American Title Association Group Insurance Plan.

Executive Posts

M. Leon Sullivan has been elected manager and R. Niven Stall, title officer, of the Indianapolis, Indiana branch of Lawyers Title Insurance Corporation.

Sullivan and Stall formerly were president and title officer respectively of the L. M. Brown Title Company Incorporated which was acquired by Lawyers Title on July 1.

The branch operation will be known as the L. M. Brown Title Division of Lawyers Title. This is the first branch that the firm has had in Indiana and makes a total of 41 branches throughout the country.

Wisdom—knowing what to do next.
Skill—knowing how to do it.
Virtue—not doing it.

Mr. Hugh A. Binyon, President Elect
Florida Society of Professional
Land Surveyors
Post Office Box No. 25
St. Petersburg, Florida

Dear Mr. Binyon:

Your article in the Title News entitled "Where on Earth—?" is important and very constructive. I appreciate your complimentary remark that my article on Standards for Surveyors was found of "great interest" to you. You are, of course, entirely free to use it for the FSPLS. If this is done I would appreciate a few copies for my files.

At the request of Victor H. Ghent, Secretary of the Property Surveys Division-ACSM, I am sending him copies of our Standards, Surveyor Questionnaires and Directory of Surveyors. The American Congress on Surveying and Mapping is apparently very much interested in the subject.

Sincerely yours,
/s/ Palmer W. Everts
Executive Secretary
New York State Title Association

Col. Palmer W. Everts,
Executive Secretary,
New York State Title Association
95 Liberty Street
New York, N. Y.

Dear Sir:

As survey examiner for the West Coast Title Company of St. Petersburg, and as President-Elect of the Florida Society of Professional Land Surveyors it was with great interest that I read your article "Standards for Surveyors." I hope to reproduce it, with your permission, for FSPLS.

This article definitely backs up the line of thought that I have been trying to drive home to the Florida Land Surveyors for the past eight years—if the Land Surveyors do not clean their own house, someone will do it for them. Possibly you have read my article "Where on Earth—?" in the April Title News.

Would you please send me a copy (4 if possible) of the questionnaire that you sent to the N. Y. Land Surveyors. I would like to reproduce it along with your article.

In Florida we are slowly succeeding in having people differentiate between "Surveyors", "Engineers" and Land Surveyors. Possibly you could conduct an inconspicuous campaign to that end in your State. Our State Registration Board now recognizes the difference and their examinations have taken on more of a "Land Title" flavor.

Very truly yours,
Hugh A. Binyon,
President Elect
c/o West Coast Title Company
P.O. Box 25
St. Petersburg, Florida

Down and Up

Most men need two women in their lives—a secretary to take everything down, and a wife to pick everything up.

Watch for September issue of TITLE NEWS for exciting stories of the Abstracters' Schools sponsored by the Kansas Title Association and the Indiana Title Association.

In July we were off to a good start with stories and pictures of the Oklahoma and Texas State Title Association Conventions. The response has been most gratifying. Many of the state association secretaries have volunteered their help in making this feature of TITLE NEWS a valuable one for our readers. We are particularly indebted to Clem Silvers of the Kansas Title Association, Palmer Evert, of the New York State Title Association, and Virgil Miller, of the Indiana State Title Association. Be sure to watch the September issue for pictures and stories about their activities.

In the meantime it seems appropriate to pay tribute now to the state officers who have been elected since the 54th Annual Convention.

ARIZONA

President ..... J. C. Padilla
Tucson Title Insurance Co., Tucson

Sec.-Treas. ..... Vern Fetterman
Lane Title & Trust Co., Phoenix

ARKANSAS

President ..... Edward Maddox
Poinsett County Abst. Co., Harrisburg

Secretary ..... Mrs. Lois Howard
National Abst. Co., Hot Springs

CALIFORNIA

President ..... Donald P. Kennedy
First American Title Insurance and Trust Co., Santa Ana

Secretary ..... Mrs. Hazel Parker
Los Angeles

COLORADO

President ..... R. William Bates
Security Abst. and Title Co.,, Colorado Springs

Secretary ..... J. G. Wagner
The Title Guaranty Co., Denver

CONNECTICUT

President ..... Prentice T. Chase
Clark, Hall & Peck, New Haven

Secretary ..... Edward Traurig
Traurig & Traurig, Waterbury

FLORIDA

President ..... George Balfour
Fidellity Title & Gty. Co., Orlando

Exec. Sec. ..... M. R. McRae
1661 Loma Linda, Sarasota

IDAHO

President ..... William MacFarlane
Idaho Title & Trust Co., Idaho Falls

Secretary ..... Jeanette Pauli
The Title Insurance Company, Boise

ILLINOIS

President ..... Robert C. Moehle
The Ogle County Abst. Co., Oregon, Ill.

Secretary ..... Don B. Nichols
Montgomery County Abst. Co., Hillsboro

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L. M. Brown Title Co., Inc., Indianapolis

Secretary ..... Vergil M. Miller
Union Title Company, Indianapolis

IOWA

President ..... Virgil E. Shepard
Butler Cty. Abstract Co., Allison

Sec-Treas. ..... Lowell J. Burger
Peoples Abst. Co., Des Moines

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Carrier's, Cottonwood Falls

Secretary ..... Clem H. Silvers
F. S. Allen Abstract Co., El Dorado

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Standard Mtg. Corp., New Orleans

Secretary ..... Lloyd Adams
Lawyers Title of Louisiana, Inc. New Orleans

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St. Clair County Abst. Co., Detroit

Secretary ..... Earle Graves, Jr.
Guaranty Title & Mtg. Co., Flint

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Sec.-Treas. ..... A. L. Winczewski
Winona County Abst. Co., Winona

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Jefferson Cty. Abst. Co., Hillsboro

Sec.-Treas. ..... Hugh B. Robinson
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Broadwater County Abst. Co., Townsend

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Chouteau County Abst. Co., Fort Benton

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c/o R. A. Byrkit & Son, Clay Center

Secretary ..... Carroll J. Reid
Weitzel Abstract Co., Albion

NEW JERSEY
(Title Abstracters Association)

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56 Lexington Avenue, Passaic

Secretary ..... Elizabeth Potts
P.O. Box 584, Freehold

NEW JERSEY
(Title Insurance Association)

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New Jersey Title & Gty. Co., Camden

Secretary ..... Col. Wm. A. Lord, Jr. (Exec.)
15 Highland Place, Maplewood

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Luna Cty. Abst. & Title Ins. Co., Deming

Exec. Sec. ..... Robert Ryan
Allen Title Company, Albuquerque

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95 Liberty Street, New York

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Southwest Title & Trust Co., Oklahoma City

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Milligan-Reynolds Gty. Title Agency, Inc., Chattanooga

Sec.-Treas. ..... Shade P. Hale
Milligan-Reynolds Gty. Title Agency, Inc., Chattanooga

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Dalhart Abst. Co., Dalhart

Exec. Sec. ..... Mike Powell
Austin (205 West Seventh Street)

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Backman Abst. & Title Co., Salt Lake City

Exec. Sec. ..... R. C. McAuliffe
Security Title Co., Salt Lake City

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Sec.-Treas. ..... Wharton T. Funk
Lawyers Title Ins. Corp., Seattle

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President ..... Robert E. Kniskern
Oneida County Land & Abst. Co., Rhinelander

Sec.-Treas. ..... Clyde DeVillier
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WYOMING

President ..... Wm. D. O'Brien
The Title Service Co., Inc., Casper

Sec.-Treas. ..... Mrs. Frances Rossman
Weston County Abst. Co., Newcastle

From the desk of . . .

JOSEPH H. SMITH

Members of the American Title Association:

It has been my pleasure to observe the many changes taking place in our industry throughout the country. It is evident to me there is a growing spirit—a refreshing vitality—within our membership.

In my opinion this spirit and vitality is not new, it is just showing up more. In the large cities, in the smaller communities, one can see the new title plant facilities, the modern offices and the expanding services as indications of our growing awareness of our importance to the economic life of our nation. Everywhere there is keener concentration on the necessity of providing greater and more dependable services to those who invest in and purchase real estate.

It seems to follow, then, that this spirit and growth is reflected in your Association. You have heard me on many occasions employ the quote of Oliver Wendell Holmes: "The great thing in this world is not so much where we stand as in the direction we are moving." Today your Association stands in a modern office in the Premier Building, 1725 Eye Street, N.W. in Washington, D.C. New furnishings have been installed. New personnel has been employed and are being trained in their duties to provide the additional services a growing and alert association membership requires. Since July 1st we have been here preparing to serve you in an even more effective manner than has been necessary in the past. The organization is taking shape.

I sincerely hope you will visit your "new home" and share in the feeling we have, that this relocation has resulted in reflecting a symbol of that which is evident throughout our entire membership.

Looking back for a moment on that oft-used quote and the part of it that refers to the direction we are moving, I hope you share our enthusiasm for the prospect of greater accomplishments and significant achievements for all of our members. We are here at the crossroads of the world and the activities of the American Title Association will be an image of you in action. In all humility I say you should be proud of your new office in the nation's capital and I speak for the entire staff when I say we are proud to represent you here in Washington.


AMERICAN TITLE ASSOCIATION
EST. 1907