

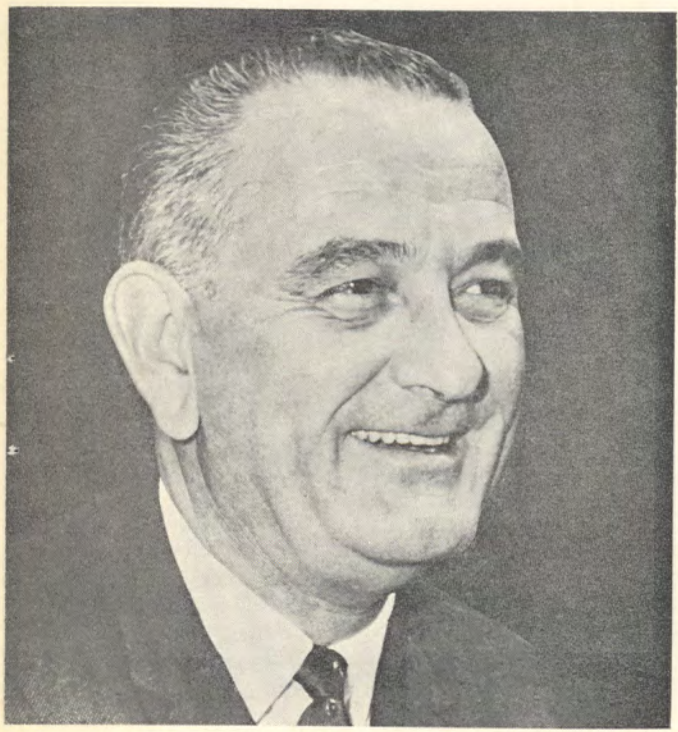
TITLE NEWS

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OFFICIAL PUBLICATION

American Land Title Association



VOLUME XLIII

MARCH, 1964

NUMBER 3



A MESSAGE FROM THE CHAIRMAN OF THE ABSTRACTERS' SECTION

March, 1964

Especially to the Abstracters:

Which of the three Regional Meetings for members of the Abstracters Section will you attend? Wednesday, April 1st., at Writers Manor Motel, Denver, Colorado; Thursday, April 2nd, at Hilton Motor Inn, Kansas City, Missouri; or Friday, April 3rd, at Drake Oakbrook, Chicago, Illinois? Take your pick but be sure to be there for one of the three.

Format for each of the meetings, to be held from 9:30 a.m. to 4:30 p.m. will be similar. The morning will be devoted to prepared talks to include: Public Relations, Employee Training, How Modern Methods Can Help the Small Abstracter do a Better Job, and Trade Associations. The luncheon, cost of which is included in the modest \$6.00 registration, will be at noon with a talk on Abstracters License Laws. The afternoon will be completely open forum on whatever you and your Regional want discussed—possibly including: Owner-Manager Problems, Forms We Use, Cost Cutting Ideas, and Problems at the Court House.

ALTA President, Clem Silvers, Executive Vice President Joe Smith, and Secretary and Director of Public Relations, Jim Robinson will all participate in each of the three Regional Meetings.

Your attendance at these meetings is as earnestly sought by me as your vote is in the national elections by the Presidential candidates. I look forward to meeting you at one of them.

Yours truly,

Don B. Nichols, Chairman
Abstracters Section ALTA



TITLE NEWS

Official publication of American Land Title Association

EDITORIAL OFFICE

Premier Building
1725 Eye Street N.W.
Washington, D.C. 20006
Telephone Federal 8-1460

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EDITOR: JAMES W. ROBINSON

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What Is a Title Plant . . . And Is It Necessary for Title Insurance Purposes?

By **EARL J. SACHS**, Vice President,
Title Insurance and Trust Company

The other day an out-of-state builder called to inquire whether or not it would be possible for our company to secure the name of the owner of a certain parcel of land as of June 30, 1930. We informed him it was possible and when he was given the information within the hour, he asked how we were able to service his request so quickly. We informed him we were able to secure this information from our Title Plant. His next question was what is a Title Plant and what does it contain.

A Title Plant, we explained, is a complete record indexed by description of land of everything that in any way affects real property in Los Angeles County. We further explained, in addition to the property index, there is what is known as a Central Index which contains a reference to instruments that may affect the person buying or selling real property such as judgments, divorces, insanities, bankruptcies and many other instruments too numerous to mention.

Our builder's next question was how complete is our Title Plant, is it up-to-date and how many instruments are filed each day in Los Angeles County which affect real property and how does our plant differ from the indices in the County Recorder's office.

In answer to his questions, I explained that our plant dates back to 1850, the time Los Angeles County was established, that it contains 4800 books (known as lot books) affecting real property and 2400 general index books affecting people. In the lot

books, accounts are carried for 1,800,000 parcels of land covering every square inch of land in Los Angeles County. These accounts come under the sub-heading of 11,000 named tracts and 27,500 numbered tracts. The postings to these accounts average about 9,000 postings per day and it is the duty of the Plant Manager to see that all instruments are properly posted by approximately 11:00 p.m. each evening which makes the plant completely up-to-date each evening. As to the difference between our plant records and the County Recorder's records, we informed him the Recorder indexes by name only where our plant indexes by property and names affecting persons who might buy property.



EARL J. SACHS

His next question was could he run a title search by running the Recorder's records, how would he pursue the job and how long would it take him. We informed him this could be done if he knew the name of a person who owned a particular piece of property on a given date. You would then run the Recorder's indices backward and pick up all instruments affecting the land in question until you reached the original owner who would either be the United States of America or the King of Spain or the Mexican government, the original owners of all land in Los Angeles County. He would also run all names to the present date and search for each sale and encumbrance that might affect his particular piece of property. If the name of the person he was running was "John Smith," I would not venture to say how long it would take to complete a title search.

The next question asked by our builder friend was, in view of what you have told me, how could a California State official handling real estate, state what was printed in a national publication that a so-called title

search in California was a soft deal because some title companies can often run a full title search in minutes and collect a tidy sum. I informed him, it is true some searches can be run more quickly than others; however, it is necessary to keep accurate accounts on all the 1,800,000 parcels of land regardless of the fact that we may never receive an order for a policy of title insurance on many of these parcels. I further informed him that regardless of this fact, customers and non-customers have come to expect that this company can furnish up-to-date title information services at any time.

To answer the last question. Is a Title Plant necessary for title insurance, it is obvious that a title insurance company can operate without a title plant at a very low service cost, but if a title insurance company expects to be of service to the public and expects to give its customers accurate, efficient, fast and above all, dependable service, a title plant is a necessity regardless of the costly maintenance factors involved.

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ON THE COVER

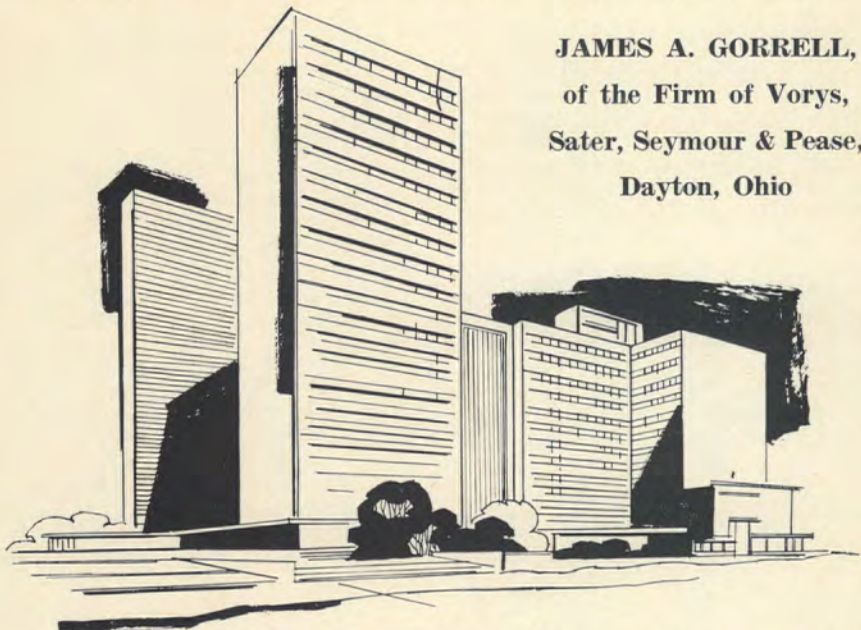
There is an awesome responsibility inherent in the office of the President of the United States. Every right-thinking American citizen prays to the God of his choice that the President (whatever his political party might be) will be endowed with wisdom and good judgment as he leads the Nation through the frightening perils of the 20th Century.

We have heard much about the weakness of our Democratic System with its checks and balances; its debate and confusion; its pressures and politics, but the miraculous, uninterrupted transition of Executive authority following the tragic assassination of President Kennedy has proven the soundness of our institution of free government. It is doubtful if any other nation in the history of civilization would have accomplished, in spite of the deep sense of personal loss, shock and outrage, experienced by everyone, a similar equilibrium in the affairs of its government.

In this election year President Johnson will be both Chief Executive and candidate. His position will be challenged by noble men of both parties. Each of us has an obligation and a privilege to support the Presidential aspirant whose views most nearly represent our own. Only in that manner can we keep America strong.

On the cover of this month's issue of **TITLE NEWS** we salute not only President Johnson, but the majesty of the office he holds and the dedicated men who seek to serve their country as its President.

Ohio Condominium Law



JAMES A. GORRELL,
of the Firm of Vorys,
Sater, Seymour & Pease,
Dayton, Ohio

The December, 1962 issue of TITLE NEWS contained a complete bibliography and a wide range of articles on the subject of condominiums. At that time principal conjecture about the efficacy of condominium type dwellings revolved around the need for specific State Legislation.

Since that time many of the States have enacted condominium laws. The article which follows is an excellent statement outlining the Ohio Legislation.

I. General

Although the dictionary definition of "condominium" is "joint ownership," a distinguishing principle of condominium ownership of real estate, particularly as contrasted with cooperative ownership, is that of **individual ownership** of a physical part or segment of the whole property coupled with ownership of an undivided fractional interest in certain other parts or segments of the property designed for the use and benefit of all owners.

The condominium concept in real estate is certainly not new, apparently having its origin centuries ago in the civil and Roman law. It is a con-

cept utilized most extensively in more recent years in the Spanish-speaking countries and probably comes to us from Puerto Rico, whose Horizontal Property Act of 1958 replaced an earlier statute which went back to the early part of the century.

Condominium has been variously described as a horizontal subdivision of property, a system of ownership in fee of individual units in multiple-unit buildings, and the sum total of the finest features of private home ownership plus the most desirable qualities of a cooperative. However, the condominium principle is not restricted to fee simple ownership and is equally adaptable to row as well

as high-rise structures, to the more traditional vertical as well as horizontal subdivision and to commercial as well as residential purposes.

Understanding of the condominium concept can best be accomplished by keeping in mind that condominium ownership is individual ownership of part of the whole, together with fractional undivided ownership of other parts of the property in common with other owners. Distinguishing condominium ownership from cooperative ownership is also helpful. In a cooperative, an individual may not enjoy separate ownership of any part of the property, but has partial ownership of the whole, either through stock ownership of the cooperative corporation or by deed, with the exclusive right of occupancy of a portion of the premises. The estate of the owner of a condominium unit, unlike the interest of a cooperative owner, may be separately mortgaged and is a separate parcel for purposes of taxation. To be sure, the condominium unit owner has certain common responsibilities and liabilities with respect to the common areas and facilities, but, in comparison to the cooperative owner, the condominium owner is financially independent, is not responsible for other owners' obligations and may not lose his property through default and foreclosure of a mortgage on the whole property.

The impetus to condominium development in the United States has been provided, undoubtedly, by the Housing Act of 1961 which added Section 234 to the National Housing Act. This section authorizes federal mortgage insurance on individual units of multi-family structures.

After passage of the Housing Act of 1961, the Federal Housing Administration prepared and distributed a model condominium statute called the "Apartment Ownership Act" which is restricted, as the name implies, to residential properties. Since then, state legislatures from coast to coast have busily been engaged in studying and adopting enabling condominium legislation. Many state condominium

laws are likewise applicable only to residential condominiums.

The real push for condominium legislation in Ohio was provided by the Ohio Savings and Loan League which commissioned our firm to draft condominium legislation and sponsored Amended Senate Bill No. 18 of the 105th General Assembly, which became law on August 19, 1963. The drafting of the Ohio Legislation encompassed a period of many months and involved study of the Federal Housing Administration's model statute and statutes and proposed statutes of other states, as well as several discussion sessions attended by representatives of various groups interested in real estate from all over Ohio, such as representatives of the county recorders, county auditors, professional surveyors and engineers, the tax commissioner, the Ohio State Bar Association and title insurance companies, among others.

II. WHY LEGISLATION

Many persons may ask why enabling legislation has been necessary in order to make use of the condominium concept in Ohio. I believe that it is certainly possible that a condominium development could have been established without enabling legislation, but it certainly would have been a much more complex and cumbersome job and would have taken, certainly, the cooperation of many public officials. What is claimed to be the first federally insured condominium apartment project in the United States was put together in Florida without the benefit of enabling legislation. However, hundreds of pages of documents were required, the cooperation of many public officials was solicited and received, and, when the whole project was complete, the need for legislation was realized and, significantly, enabling condominium legislation was introduced in the Florida legislature. Legislation, I believe, was required in order to secure to the individual condominium unit owners the very foundations of the condominium principle by prohibiting, in general, partition of the common areas

and facilities which are owned in common by all unit owners, preventing the separation of ownership of an individual unit from ownership of its undivided interest in the common areas and facilities and providing for separate taxation of the individual units and their respective undivided interests in the common area and facilities. In addition, legislation was required to establish certain minimum safeguards, and legislation certainly facilitates the establishment of condominium ownership, particularly conveyancing.

III. THE OHIO ACT

The Ohio Act, which amended Sections 317.08 and 317.18 to provide for the recording and indexing of condominium documents and enacted new Chapter 5311 of the Revised Code, is not restricted to any particular type of land use or construction, but applies equally to commercial, industrial and residential condominiums and to row and high-rise structures. The Ohio Act does not contain all the requirements established by the Federal Housing Administration but permits those requirements to be set forth in the various documents so that Ohio condominiums may qualify for FHA-insured as well as conventional financing. It was our intention to make the Ohio Act extremely flexible, and, except for certain minimum safeguards for protection of purchasers, the Ohio Act establishes standards and guide lines, but permits variations to be made. In many places, the Ohio Act, similar to the Ohio General Corporation Act, contains phrases such as "Unless otherwise provided in the declaration or drawings . . ."

The Ohio statutory provisions are applicable only to real property which is specifically submitted to those provisions by the execution and filing for record of a declaration to that effect. The real estate so submitted must be either a fee simple estate or a 99-year leasehold, renewable forever.

Following the scheme of the Revised Code, Section 5311.01 sets forth the definitions applicable to the other provisions of the chapter. "Condom-

inium property" means and includes the land, together with all buildings, improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property which have been submitted to the provisions of the chapter. The "condominium property," of course, consists of units and the common areas and facilities, and a "unit" is defined as a part of the condominium property consisting of one or more rooms on one or more floors of a building or buildings and designated as a unit in the declaration and delineated on the drawings required to be filed with the Recorder at the time the declaration is filed. The "common areas and facilities" consist of all parts of the condominium property other than the units themselves and are defined to include the land and a number of specific items such as the foundation, columns, supporting walls, roofs, basements, service installations, etc. The Unit Owners Association, of which all unit owners are members, is the organization charged with the administration of the condominium property.

The law provides that each unit shall for all purposes constitute real property and shall be deemed real estate within the meaning of all provisions of the Revised Code. A unit owner is entitled to exclusive ownership and possession of his unit and to ownership of an undivided interest in the common areas and facilities in such percentage as is expressed in the declaration. The boundaries of a unit, unless otherwise provided in the declaration or drawings, are the interior surfaces of its perimeter walls, floors and ceilings. Windows and doors in the perimeter walls are part of a unit, but supporting walls, fixtures and other parts of the building which are necessary for the existence, support, maintenance, safety or comfort of any other part of the condominium property are not part of a unit even though situated within its physical boundaries. Each unit is subject to the right of access for the purpose of maintenance, repair or service of

any common area and facility located within its boundaries and of the unit itself under some conditions.

As stated before, the common areas and facilities are owned by the unit owners as tenants in common, and the percentage of interest of each unit therein shall be the percentage set forth in the declaration. The law requires that percentage to be the proportion that the fair value of the unit at the date the declaration is filed for record bears to the aggregate fair value of all the units. Generally speaking, no action may be brought for partition of any of the common areas and facilities, and the respective percentages of interest of the various units in the common areas and facilities shall not be altered without the approval of all unit owners affected. The law provides that the undivided interest of each unit in the common areas and facilities shall be deemed conveyed and encumbered with the unit even though such interest is not expressly mentioned or described in the deed, mortgage, lease or other instrument of conveyance or encumbrance. All costs relating to the common areas and facilities are common expenses.

All common expenses and all common profits, to the extent that the condominium property produces any income, shall be shared by all unit owners in proportion to their respective percentages of interest in the common areas and facilities. On any questions for which the vote of unit owners is permitted or required, each unit owner is entitled to exercise that percentage of the total voting power of all unit owners equivalent to the percentage of interest of his unit in the common areas and facilities.

As stated before, property is submitted to the provisions of the Act by the execution and filing for record of a document known as a declaration. The declaration must be executed by the owner or owners of the real estate involved and witnessed and acknowledged in the same manner as deeds, mortgages and other instruments conveying or encumbering interests in land. The law requires

that the declaration set forth a description of the land, the name of the condominium property and its purpose or purposes, a general description of the buildings and units and common areas and facilities, the percentages of interest in the common areas and facilities appertaining to the respective units, a statement that each unit owner shall be a member of the Unit Owners Association, the name and address of the person to receive service of process for the Unit Owners Association, and the method by which the declaration may be amended. The law requires that an amendment to the declaration be made by the vote of unit owners exercising not less than 75 per cent of the total voting power. The declaration must be filed for record with the Recorder of the county in which the land is situated and shall be accompanied by a set of drawings and a true copy of the bylaws of the Unit Owners Association. The declaration and drawings must also be filed with the County Auditor, and the Recorder is directed not to accept for recording any declaration until this is done. The drawings, which are to be recorded in the plat books, must show graphically all particulars of the building or buildings and bear the certified statement of a registered surveyor and registered architect or licensed professional engineer that they accurately show the building or buildings as constructed.

The law requires that the bylaws of the Unit Owners Association, which are to be recorded in the deed records with the declaration, contain certain mandatory provisions, among which is the election from among the unit owners of a Board of Managers of the Unit Owners Association which shall exercise all its power and authority. The bylaws must also set forth the persons by whom and the procedure by which administrative rules and regulations governing the operation and use of the condominium property may be adopted.

Other provisions of the law require that the Unit Owners Association keep correct and complete books and

records of account, minutes of the proceedings of the unit owners and Board of Managers, and other data; provide that each unit and its percentage of interest in the common areas and facilities shall be a separate parcel for purposes of taxation and assessment; and require blanket mortgages on the entire condominium property to be paid or a unit to be released therefrom before any unit can be conveyed.

The Act also makes it clear that liens and encumbrances shall affect units and their respective percentages of interest in the common areas and facilities in the same manner as any other real estate. It makes it possible for a mechanics' lien to be obtained on a unit without the consent or authorization of the owner if the work upon which the lien is based were authorized by the Board of Managers of the Unit Owners Association in the interest of public safety or to prevent damage to or destruction of any other portion of the condominium property. The Act also permits a lien to be obtained on the fee simple estates in all units and their respective percentages of interest in the common areas and facilities for work done on the common areas and facilities pursuant to authorization given by the Board of Managers, but also permits a unit owner to obtain a release of his unit from the operation of such a lien by payment of his unit's proportionate share of the obligation due.

The law requires the Board of Managers to obtain for the benefit of all unit owners, their tenants and all persons lawfully in possession or control of any part of the condominium property insurance against liability for injury or damage arising from or relating to the common areas and facilities and fire and extended coverage insurance on all buildings and structures of the condominium property in an amount not less than eighty per cent of the fair value thereof. The law does not prohibit, however, a unit owner from obtaining his own additional insurance coverage.

Provision is made for enforcement of a unit owner's obligation to pay his share of the common expenses by authorizing the obtaining of a lien therefor by the Unit Owners Association and foreclosure of the same. A unit owner may bring suit to obtain a discharge of any such lien wrongfully obtained.

Additional provisions of the new law permit simplified descriptions of units in instruments of conveyance or encumbrance and set forth the procedure by which the condominium property may be repaired or rehabilitated in the event of damage, destruction or obsolescence, as well as setting forth a procedure for removal of the total property from condominium ownership in the event that all of the unit owners so desire.

IV. EXCEPTIONS IN TITLE INSURANCE POLICIES

The very nature of the beast certainly requires that exceptions peculiar to condominiums be set forth in any policy of title insurance issued to a unit owner. Section 5311.19 specifically provides that unit owners are required to comply with all covenants, conditions and restrictions set forth in a deed to which they are subject or in the declaration, bylaws of the Unit Owners Association or administrative rules and regulations adopted pursuant to the provisions thereof. Therefore, ownership of a unit shall certainly be subject to the provisions of Sections 5311.01 to 5311.22, inclusive, of the Revised Code; to all covenants, conditions and restrictions set forth in a conveyance in the chain of title or in the declaration, the bylaws of the Unit Owners Association or rules and regulations adopted pursuant to the provisions of the declaration or bylaws.

* * *

Oscar Teller, Philadelphia Enquirer; John Woerpel, Detroit Free Press; and John Willmann, Washington Post are President, Vice President and Treasurer respectively for 1964 of the National Association of Real Estate Editors.



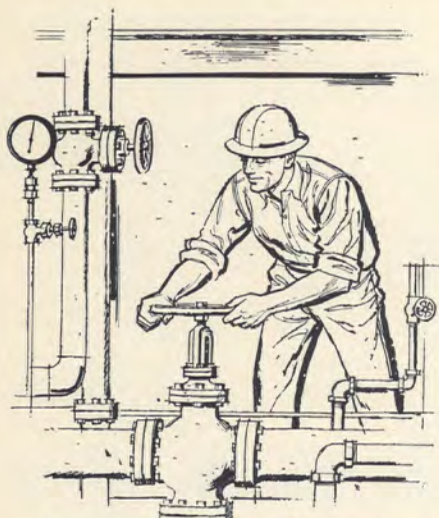
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Animal, Vegetable or Mineral?



or Please Don't Mine My Steam

By

A. J. GILBERT,

Associate Counsel,

Title Insurance & Trust

Company, Los Angeles, California

"Animal, vegetable or mineral, A. J.?" asked Attorney George P. in his most recent visit to my windowless quarters. I demurred demurely as I fastened my seatbelt and waited for him to favor me with an explanation of his perplexing question. It seems that George has a most enterprising client who has devised a profitable mode of capturing the boiling steam from the very viscera of the earth. This news did not shake me too severely for, as anyone who watches TV knows, the process of harnessing natural steam to run generators is presently used with great success in Northern Italy, New Zealand, Holland, et al. George's client, however, plans to go two steps further: (1) he will drill for steam right here in California and, (2) when the steam has served its function as a source of electrical power he will then extract certain valuable metal from the vapors or whatever remains. "And here is where you come in, A. J." said George. "My client is about to negotiate a long term 'geo-thermo' lease on land not far from here under which he will be accorded the right to drill for and remove all of the spewing hot steam beneath the soil. The trouble is that we don't know with whom he ought to deal. The fee

is owned by B subject to a reservation in favor of his grantor, A, of 'all the oil, gas and other minerals on or in the land conveyed.' If you are asked to insure such a leasehold estate, with whom ought my client deal?"

This query left me dumbstruck but, not wanting to alarm George, I courageously fixed a meditative smile on my face as I fought for an answer. "What's wrong, A. J.?" cried George, "You look dumbstruck! Shall I get you a drink of steam—I mean water?" And right then I got the answer! "George," I said in a contrived querulous tone, "do you agree with me that steam finds its genesis in 'water'?" "Agreed," quickly replied George as he fell unwittingly into my well-laid trap. "In that case, George, we could not insure at all!" The rule of title practice is succinctly stated in Ogden's California Real Property Law in section 1.10 page 6 as follows: "Title to water and water rights is not insured. Standard coverage policies contain a printed exception (Schedule B) against loss by reason of 'water rights, claims or title to water,' and such exception is inserted in extended coverage policies (e.g. ATA loan policy) unless such rights are not a risk factor (e.g. sub-

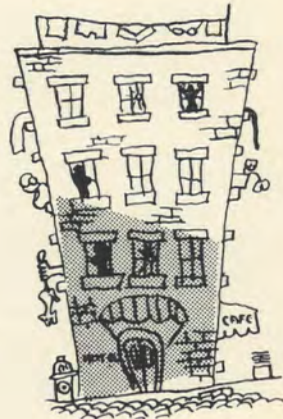
divided city lots). This rule is founded upon the limited nature of the ownership of water rights and the impossibility of making an accurate determination of ownership of water rights from an examination of public records."

With this thorny issue removed from our discourse, George and I explored other fascinating problems raised by his set of facts and in need of solution before the identity of the proposed lessor could be determined. The primary question was whether steam with metallic substances held in suspension (or solution) in its gaseous state was a mineral at all. I suggested that the steam must be considered a mineral under the general classification of all matter into the kingdoms of animal, vegetable and mineral—steam not being either animal or vegetable. George thought this conclusion stupid and cited the recently decided **Bambauer v. Menjoulet** case (Apr. 1963—214 A.C.A. 937) in which the court declared at page 939 that: "Resort to the generic classification of matter into the categories of animal, vegetable and mineral leads to the absurd conclusion that the soil itself would be reserved, and the conveyance nullified." "Gosh, George," I said sympathetically, "if we only had a frame of reference to properly define a 'mineral', right?" "Oh, there are many tests applied by the courts," said George and cited the "scientific, geological and practical meaning" test of **New Mexico and Arizona Land Co. v. Elkins** (137 F. Supp. 767), the "intention of the parties" test of **Highland v. Commonwealth** (Pa. 161 Atl. 2d 390), the "question of fact" test of **Fleming Foundation v. Texaco, Inc.** (Tex.-337 S.W. 2d 846), the "not limited to metallic substance" test of **U.S. ex rel T.V.A. v. Harris** (115 F. 2d 343), the "parts of the earth which are capable of being got from underneath the surface for the purpose of profit" test of **Williams v. So. Penn. Oil Co.** (W. Va.-43 S.E. 214), the "custom of the country" test of **Beury v. Shelton** (Va.-144 S.E. 629), the "natural resources versus mineral" test of **Holloway Gravel Co. v. McKowen** (La.-9

So. 2d 228) and the "special or intrinsic value" test of **Watkins v. Certain-Teed Products Corp.** (Tex.-231 S.W. 2d 981).

"The trouble is," continued George, "that I'm not certain that the extraction of the metals would be profitable without the generation-of-power use of the steam under the 'special or intrinsic value' test, and the other tests do not apply. The grantor simply reserved all the oil, gas and other minerals—nothing in the terms of the deed or the circumstances of the case to help. No intent manifested. No custom established." "Gosh, George," I said, "if we could only find a good old-fashioned Minnesota cranberry case holding water to be a mineral!" "Oh, there are lots of cases holding water to be a mineral," said George, citing among others, **Westmoreland v. De Witt** (Pa.-18 Atl. 724), **Gulf v. Continental Oil** (Tex.-132 S.W. 2d 553) and California's own **Cornwell v. Buck & Stoddard, Inc.**, (28 C.A. 2d 333). "Well, that does it, George—deal with the grantor A!" I shouted jubilantly. "No," said George, "I fear the language of the cases are mainly obiter. Besides the doctrine of 'ejusdem generis' might be applied against us by a court should we deal with the grantor A. In the **Fleming v. Texaco** case, the Texas court held that 'water is not a thing of a like kind to gas and oil and therefore where the deed reserves gas, oil and other minerals, the rule that where specific things are followed by a general term, the general term must refer to things of the same kind precludes inclusion of water in the reservation.' Ergo with steam." "Then deal with the fee owner B," I pleaded. "What?" asked George, "and foreclose my client's rights to a depletion deduction in computing his income tax? Never!" "Then deal with both of them," I begged. George seemed pleased with my suggestion and my many contributions to the discussion and thanked me. Pshaw! I'm always delighted to share my knowledge. "Viva la Geo-Thermo!" George shouted as he left, and I whispered softly, "Viva la 'Schedule B'!"

Ingenuity vs. Blight And Decay



THEO V. BRUMFIELD, Land Title Insurance Company of St. Louis.

In the nineteen fifties the battle cry of "Progress or Decay" went up in the City of St. Louis. Responsible citizens looked about and did not like what they saw. St. Louis, like many old cities was in a state of retrogression. Urban blight and decay were taking over and drastic steps had to be taken immediately.

The formation of the Urban Redevelopment Corporation of St. Louis, which undertook the Plaza Square Project, and the St. Louis Land Clearance For Redevelopment Authority which is presently undertaking the redevelopment of the Mill Creek Valley and Kosciusko areas, were two of the major weapons used in this war against deterioration. However, I would like to report on a neighborhood group which also recognized the dangers of the encroachment of blight and decay and desired to preserve the exclusive residential character of their neighborhood.

In 1953 this group entered into a

general restriction agreement which among other things provided that a board of trustees be elected as soon as possible and that the Trustees be given power and authority to act for the welfare of the neighborhood. This in itself is not unusual, but it is necessary to relate to give clarity to later steps.

In 1955 these citizens hit upon the plan to have vacated the public street upon which their lots fronted, which would have the effect of vesting title to the street in them, the abutting property owners, and allowing them to create a private way in its place. The advantage of a private way of course is the ability to prevent through traffic by means of chains or gates. (I do not think that I have to elucidate on the degenerating effect of through traffic in a residential neighborhood.) However, before this could be done the proper authorities of the City of St. Louis had to be petitioned for the vacation of the

street and required waivers of damages and consents to the vacation be prepared and executed by all the property owners to be affected and filed with the Board of Public Service of the City of St. Louis.

While the preparation for the vacation of the street was going on, the property owners executed a supplemental trust and restriction agreement in which they recited the previous restriction agreement of 1953, the election of trustees pursuant to the 1953 agreement and the pending action for the vacation of the street.

By this supplemental agreement the owners conveyed to the trustees the title to all the land comprising the street to be vacated, in trust, for the mutual benefit of the owners, but stipulated that legal title to the center of the street in front of each abutting parcel of real estate should vest and continue to vest in respective owners of each parcel of abutting property. The proposed vacated strip was made subject to a permanent easement for the mutual and respective benefit only of all the owners for ingress and egress and subjected to the ordinary and usual uses and burdens of a private way or street.

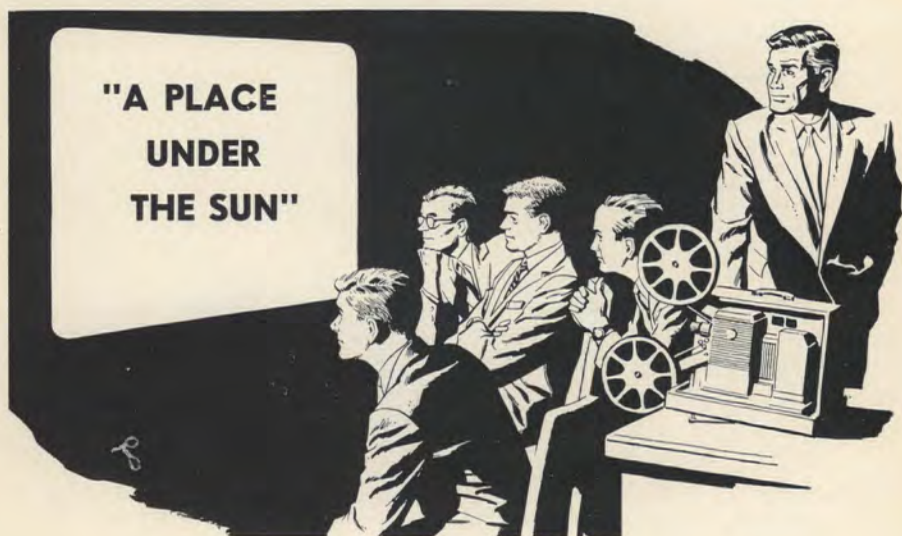
The vacating ordinance was sub-

sequently passed but with certain conditions by the City of St. Louis.

Rights were reserved by the city for the Metropolitan St. Louis Sewer District to maintain the sewers existing in the highway and for the utility companies to maintain their facilities therein.

The ordinance also provided for the owners to purchase the water main existing in the vacated highway, but stated that the main should be maintained and repaired by the water division of the city at the cost and expense of the property owners. Likewise, the ordinance required the owners to purchase the existing street lighting facilities existing in the highway and similarly stipulated that the facilities should be maintained and operated by the lighting division of the city at the cost and expense of the owners.

These people now enjoy the fruits of their labors. The job was big, but not insurmountable and I do believe this exemplifies the spirit of independence which still prevails among us. This neighborhood group did not wait for governmental action, but instead seeing a disturbing situation got together and did something about it. This is American ingenuity at its best.



Oklahoma Land Title Association Uniform Certificate

STATE OF OKLAHOMA }
COUNTY OF } SS:

The undersigned hereby certifies that:

1. There is shown herein a true and correct abstract of all instruments filed for record or recorded in the Office of the County Clerk of said County during the period covered by this certificate (except instruments filed only under the Uniform Commercial Code), affecting the title to the following described real estate in said County and State:

The acknowledgments of all such instruments filed or recorded for a period of less than ten years are statutory, except as is otherwise shown in this abstract.

There are no unreleased Notices of Federal Tax Liens filed in the office of the County Clerk of said County against any of the parties named under paragraph 2 below, except as shown in this abstract.

2. The records of the Office of the Court Clerk of said County disclose that there are no foreign executions, court proceedings, suits pending, nor liens of any kind affecting the title to said real estate in any of the courts of record in said County and there are no judgments or transcripts of judgments, indexed and docketed on the judgment docket against any of the following named parties affecting the title to said real estate, except as shown in this abstract.

3. The records of the Office of the County Treasurer of said County disclose:

That said real estate has been assessed for ad valorem taxes for each year covered by this certificate for which ad valorem taxes could be a lien against said real estate; and during said period of time there are no ad valorem taxes which are a lien on said property, due and unpaid, nor tax sales thereof unredeemed, nor tax deeds given thereon, except as shown in this abstract.

There are no unpaid special assessments certified to the office of the County Treasurer due and unpaid, nor tax sales thereof unredeemed, nor tax deeds given thereon, except as shown in this abstract.

Personal Taxes:

4. The undersigned is a duly qualified and lawfully bonded abstractor, a member in good standing of the Oklahoma Land Title Association and of the American Land Title Association, whose bond is in force at date of this certificate. The undersigned has a complete set of indexes to the records of said county, compiled from the records and not copied from the indexes in the office of the County Clerk, and the searches covered by this certificate reflect the records of said County and are not restricted to the indexes in the office of the County Clerk.

This certificate covers sheet No. to, both inclusive, and covers the period from to

(OLTA EMBLEM)

In connection with the new uniform certificate, in paragraph one (1) following the parenthesis the following wording should be used in the

Counties where it is needed), including the records from the office of the Clerk of the United States Court for any recording district in which said land was located, * * * *

Under paragraph 1—Description.

If the description is long, you can say: "See the caption sheet which has been designated as page 1 of this abstract." This is usually used only when there is a lengthy metes and bounds description, or one too lengthy for the space provided.

Under paragraph 1—Notices of Federal Tax Liens.

If there are notices of tax liens found against the named parties checked, then a page should be placed in the abstract immediately prior to the certificate, and the page numbered. On this page should be shown the information developed.

Numerical paragraph 2 has to do with the results of the search of the Court Clerk's Office. It is couched in such language as to require the names of the parties checked to be listed, or to use some term such as, "The within named parties"—"The within named fee owners," etc. In this space **should be** written the names of the parties checked. This space should not be used to show the results of the search if there is positive information found. If positive information is found, then it should be set out on a page immediately prior to the certificate and the page should be numbered.

The word "none" should not be used in this space, as the use of the word "none" means to the examiners that no names have been checked. If your supplemental contains no entries which reveal names to be checked then the use of the word "none" would be justified, since you actually checked no names, and the use of the word "none" then warns the examiner that no names have been checked.

Numerical paragraph 3 has to do with the County Treasurer's Office only. The language of the first two paragraphs of this numerical paragraph does not require any information to be shown unless there are un-

paid taxes. However, it is thought that examiners will think that a check of the taxes has been omitted unless a statement is typed in such as "1962 and prior years paid." This statement is no longer necessary and the only time anything needs to be typed in this space is when taxes are found to be unpaid. Then the years unpaid and amounts should be shown. If you leave this space blank, and do not insert a page in the abstract showing delinquent taxes, or tax sales unredeemed, or the fact of a tax deed issued, but not recorded, it means you found no information which needs to be conveyed to the examiner.

Under paragraph 3—Special Assessments.

This has to do specially with special assessments and the same treatment should be given this space as pertains to paragraph 3 County Treasurer.

Under paragraph 3—Personal Taxes:

Personal taxes are dealt with in various ways in various counties. For this reason, each abstracter is left to his own resources. If you will forgive a personal reference, the writer intends to insert the following: No Alias Tax Warrants have been issued which could be used as the basis of levy against the hereinbefore described real estate, except as shown in this abstract.

Under paragraph 4—This certificate Covers:

If this certificate is issued at a time subsequent to the period covered by the abstract, then there should be inserted above the signature a statement reflecting the date, but not the hour, of the certificate.

**ORDER EXTRA COPIES
OF THE
1964 DIRECTORY
TODAY**



A cardinal objective of a title insurance policy is to keep the insured in possession of his real property. Toward this end a most careful search of the public records is made.

However, losses can and do occur. This is another in a series of case histories involving actual experience arising from title defects.

The forged deed continues to be one of the most costly and serious risks against which title insurance offers protection. In fact, it can be said to hold "top priority" in the long list of "hidden risks."

Following is the report of one of the most recent forgery cases in which a title insurance company (member of American Land Title Association) protected the interests of the owners, a real estate broker and a savings and loan association. It is a dramatic illustration of the value and wisdom of having a title insurance policy.

Miss Sarah Gaba, a 75-year-old spinster, and her bachelor brother, Meyer G. Gaba, 78 years old, were the owners of a two-flat building on Chicago's North Side. A retired college professor, Meyer Gaba lived in Nebraska while his sister occupied the first floor of their two-flat. The second floor was occupied by a tenant who paid rent to Sarah Gaba.

On October 20, 1959, a quitclaim deed was recorded, supposedly signed by Sarah and Meyer Gaba, conveying the two-flat building to one Melvin Gaba and Sandra, his wife. The deed supposedly was acknowledged before a notary public.

In November of that same year, a man representing himself to be Melvin Gaba, the now owner of the two-flat building, applied for a \$9,000 mortgage on the property.

After inspecting the property, the

mortgage company agreed to make the loan if the title insurance company would insure the title and issue a mortgage policy, feeling that the two-flat structure was adequate security for a loan of this amount.

"Melvin" stated that he was a brother of Meyer and Sarah Gaba and had bought out their interest in the property. When he signed the mortgage papers he introduced the woman with him as his wife, Sandra, who also signed.

Subsequently the title company issued a mortgage policy for \$9,000 finding title in Melvin and Sandra Gaba.

Before issuing the policy, one of the title company's inspectors had visited the property for the purpose of checking the rights of parties in possession. Although no one answered the bell for the first floor apartment, which was the apartment occupied by Sarah Gaba, the tenant upstairs did answer her bell.

She told the inspector that she was a tenant of the Gabas and paid her rent to the Gabas. This did not arouse any suspicion or even question on the part of the inspector because, according to his records, people by the name of "Gaba" were the ones holding title to the property.

Upon the issuance of a mortgage policy, the loan was closed and a check was issued representing the proceeds of the mortgage.

Thereafter, in April, 1960, the man

representing himself as "Melvin Gaba" called at the office of a real estate broker and asked him if he would be interested in purchasing this two-flat building for \$22,000.

The broker indicated an interest and said he would like to look at the property so he and "Melvin" made an inspection. Sarah Gaba, the real owner, showed them through the various rooms of the apartment occupied by her.

The reason the elderly lady had no suspicions was that, previous to this inspection, "Melvin" had made her acquaintance by calling at her apartment on a few occasions to ask if she would be interested in selling her home. These visits had been followed by others when he brought her candy and other favors. He had even gained her complete confidence and trust to the point of being invited to dinner on one of these numerous visits.

It was on one of these visits that "Melvin" told Sarah that a "city inspector" was coming out to inspect her property because neighbors were complaining about noxious odors coming from the premises and he forewarned her, as a friend, not to ask too many questions. It was necessary for him to lay this preliminary groundwork to forestall the elderly Sarah from engaging in any kind of conversation with the realtor. Otherwise, the fraud might have been revealed to the realtor as well as to Sarah.

Consequently, when the realtor and "Melvin" came to inspect the property, Sarah naturally assumed that the stranger was the city inspector.

The realtor agreed to purchase the property if the title insurance company would insure the title and the company issued an owners policy to him for \$22,000. The company also issued a mortgage policy for \$16,500, covering a mortgage from a savings and loan association.

Part of the \$22,000 purchase price was used to retire the first mortgage for \$9,000 and the balance was paid to the man calling himself "Melvin Gaba."

Following the transaction, the new owner immediately wrote to Sarah

Gaba and the second floor tenant, asking them to commence paying their rent to him since he was the new owner of the property.

This, of course, alarmed Sarah, who contacted her brother, Meyer Gaba, in Nebraska. The brother flew to Chicago, hired a lawyer and went to the office of the title insurance company. It was at that time that the forgery was revealed and "Melvin" was indicted for forgery.

At the time of the discovery of the forgery and indictment, the man representing himself to be "Melvin Gaba" was in a federal prison in Los Angeles for committing a federal crime of an entirely different nature.

This situation necessitated a representative of the State's Attorney's Office of Cook County and a title-man's going to Washington, D.C. There they procured an agreement from the head of the Criminal Division of the Justice Department and the Superintendent of Prisons to produce the forger, on a writ of habeas corpus, for trial in Cook County.

The forger was produced by the U.S. Marshal's Office for trial and pleaded guilty. He then was returned to Los Angeles. At the termination of his sentence there, he was transported to Cook County to serve a term for perpetrating the forgery.

Including expenses, this forgery of a deed cost the title company approximately \$25,000 to protect the interests of parties covered by the title insurance policies.

**PLAN TO ATTEND
REGIONAL MEETINGS
FOR ABSTRACTERS
Denver, April 1
Kansas City, April 2
Chicago, April 3**

AN OBJECTIVE APPROACH TO PUBLIC AFFAIRS

ALTA OFFICERS PARTICIPATE IN U.S. CHAMBER

The Third Annual Association Public Affairs Conference, sponsored by the Chamber of Commerce of the United States, was attended by National President Clem Silvers and Executive Vice President, Joseph H. Smith.

Senator Barry Goldwater, leading Conservative candidate for the Republican Presidential nomination, was the luncheon speaker on Wednesday, February 5. He challenged the so-called Liberals to prove that any of their proposals are new or different.

The following day Governor Nelson Rockefeller appealed to the more than 1,000 businessmen attending the Conference to support his candidacy based upon business-like administration of

As proof of their bipartisan frame of mind, ALTA Officers are pictured with the Democratic Donkey looking over their shoulder.

progressive policies designed to meet present day needs.

Edwin P. Neilan, President of the U.S. Chamber was the keynote speaker. He denounced the encroachment of the Federal Government into the affairs of private citizens as the road to a government-controlled, socialistic state.

One highlight of the Conference was the panel discussion of "Election Issues — 1964" moderated by Arthur H. Motley. ALTA members will remember "Red" Motley for his dynamic speech to the 1960 Annual Convention in Dallas, Texas.

President Silvers was particularly impressed by the Thursday afternoon session devoted to "Federal Regulation of Business" a panel discussion that saw Senator Philip A. Hart of Michigan, Chairman of the Senate Anti-Trust Subcommittee pitted against Senator Roman L. Hruska, also a member of the Anti-Trust Subcommittee and an outspoken critic of Government interference in business. Paul Dixon, Chairman of the Federal Trade Commission and Edward Howrey, a former Chairman of the Commission, also took part in the panel discussion.

Of interest to titlemen was the rundown on current legislation affecting the housing industry. More than 8 billion dollars in Federal Funds would be committed to urban renewal and public housing under provisions of legislation



PROACH FAIRS ANNUAL CONFERENCE

(S. 2468 and H.R. 9751) currently pending in Congress. Hearings on these Bills are being held before the House Banking Subcommittee and the Senate Banking Subcommittee.

Various Governmental Bureaus and Agencies involved in housing and community affairs would be incorporated into a cabinet level Department of Housing and Community Development under provisions of a Bill (S. 2475) introduced early in February. Although sponsored by Senator Clarke of Pennsylvania and Senator Humphrey of Minnesota, the legislation is regarded as an Administration measure. It replaces the "Department of Urban Affairs" sought by the previous Administration but turned down by Congress. Hearings on this legislation will be conducted by the House and Senate Committees on Government Operations.

A highly controversial issue and one which affects the coun-

try's mortgage lenders is the so-called Truth in Lending legislation proposed by Senator Douglas of Illinois. (S. 750). It would require lenders to tell home-buyers the simple annual interest rate they would be paying on their outstanding unpaid balance.



President Clem Silvers and ALTA's Executive Vice President seal their agreement to encourage membership participation in government affairs under the statue of the Republican Elephant.

The Senate Finance Committee is expected to hold hearings in March to determine if current Internal Revenue Service regulations on expense accounts should

Two Kansans meet in Washington as Clem Silvers encounters a neighbor, Tom Bashaw, Owner of Radio Station KFH Wichita.



be changed. Senator Long of Louisiana offered an amendment to the Tax Bill now before Congress to repeal the present IRS ruling which requires that a "substantial" business discussion must precede or follow any deductible entertaining of business clients.

ALTA members will be affected by the "double pay for overtime work" legislation (H.R. 9802 and S. 2486), introduced by representative O'Hara of Michigan and Senator McNamara of Michigan. Opponents of this legislation point out that most overtime is unavoidable and that a higher overtime premium will mean greater labor costs but does not necessarily mean employers will hire those now unemployed to avoid a penalty overtime rate.

President Silvers regarded his

attendance at the Public Affairs Conference as time well spent. He urged all ALTA members to take an active part in the affairs of Government.

OPPOSITE PAGE

Arch N. Booth, Executive Director of the Chamber of Commerce of the United States visits with ALTA's President Clem Silvers at the Annual Congressional Reception to which more than 200 Senators and Representatives were invited.

Clem Silvers discusses the Conference with Fred Mewhinney, Washington Representative for the Millers National Federation.

Congressman Hale Boggs, a lifelong friend of the Trade Association Movement, has some serious words for National President Silvers and Executive Vice President, Joseph H. Smith.

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EACH







IN THE
ASSOCIATION
SPOTLIGHT

CERINI STEPS UP

Floyd B. Cerini, San Marino, California, Vice President with Title Insurance and Trust Company, has been transferred from his position as District Counsel of the firm's Southern Division of District II to the position of District Counsel for District I of that Company.



Mr. Cerini is a Past President of the California Land Title Association, and is currently chairman of the legislative committee of the California Mortgage Bankers Association; vice chairman of the legislative committee of the California Land Title Association; legislative consultant to the Home Builders Council of California; member of the board of directors of the Home Builders Association of Los Angeles, Orange County and Ventura County and vice president, treasurer and member of the board of directors of the Hospital Charities Foundation.

He holds memberships in the Los Angeles Bar Association and the American Bar Association.

3 INDIANA FIRMS MERGE

Merger of three major abstract and title insurance companies of Lake, Porter and LaPorte counties with an Indianapolis firm went into effect January 2, when their assets and op-

erations were taken over by Union Title Co. of Indianapolis, Indiana.

The firms involved are Calumet Title Co., Inc., Porter County Abstract Co., Inc., and LaPorte County Abstract Corp.

The three companies will be known as the Northern Indiana Division of Union Title Co., and will maintain their offices in Gary, Crown Point, Hammond, Valparaiso, Michigan City and LaPorte.

Approval of the merger by stockholders was given December 16 when 10,720 shares of the outstanding 10,800 shares of Calumet were voted favorably.

Union Title Co. became a wholly-owned subsidiary of Title Insurance and Trust Co., of Los Angeles last September.

All Union Title policies are being reinsured with Washington Title Co., of Seattle, another wholly-owned subsidiary.

There are no changes in personnel or customer policies anticipated in the Northern Indiana division.

High Level Changes In Washington

Warren J. Pease, President of Washington Title Insurance Company, Seattle, has announced several staff promotions, which were effective January 28.

H. Eugene Tully, Senior Vice President and Secretary, is promoted to Manager of Operations. Carl J. Ronning, Treasurer, is promoted to Manager of Administrative Services.



O'CONNELL



ANNIBAL



DAVENPORT

Richard J. Annibal, formerly Assistant Vice President and Manager of the Plant Department, is promoted to Vice President and Manager of King County Operations. Thomas P. O'Connell, formerly Assistant Vice President, is promoted to a Vice President and will continue as Manager of the Public Relations and Personnel Departments. Robert H. Davenport, Assistant Vice President, is promoted to Manager, Plant and Engineering Departments.

H. Eugene Tully joined W.T.I. in 1950 shortly after graduating from Creighton University of Omaha, Nebraska with a LL.B. Degree. Here he worked in various capacities until he was named Assistant Vice President in 1955. In 1959 he was elected a Vice President and became Senior

Vice President and Secretary in February, 1963. He is a member of the Seattle King County Bar Association, Washington State Bar Association, American Bar Association, Seattle Chamber of Commerce and the World Affairs Council.

Carl J. Ronning, received his B.A. Degree from Washington State College in 1942. He joined W.T.I. in 1954 and held the positions of controller and assistant to Treasurer before being elected Treasurer in January, 1956. His many affiliations include the Washington Society of Certified Public Accountants; Association of Washington Industries; Seattle Chamber of Commerce and the Ryther Child Center.

Richard J. Annibal joined W.T.I. in 1927 on a part-time basis while he

RONNING

PEASE

TULLY



was still in high school, worked his way through 2½ years at the University of Washington and started full-time employment with the company in 1935 as a poster, progressed to Supervisor of Posting, Assistant Manager of the Plant Department and Plant Manager. He is active in the U.G.N., Seattle Chamber of Commerce, Seattle Area Industrial Council and the Seattle Mortgage Bankers Association.

Thomas P. O'Connell transferred to W.T.I. from Title Insurance and Trust Company, Los Angeles, in July of 1962 where he was elected an Assistant Vice President and Manager of Public Relations and Personnel. He joined Title Insurance and Trust in 1939 and served in many capacities until 1956 when he was appointed Director of Advertising and Publications. He holds a teachers credential in journalism, public relations, industrial supervision and speech. He is active in the Seattle Chamber of Commerce, Seattle Advertising Club, Public Relations Society of America and is a faculty member of the American Savings & Loan Institute.

Robert H. Davenport graduated from the University of Washington in 1938 with a B.S.F. Degree. Before joining Washington Title in 1946, he served as a surveyor with the U.S. Bureau of Land Management. He was named Manager of the Engineering Division in April of 1956 and was elected an Assistant Vice President in 1958. He is a member of the Artic Club, Engineer's Club, Land Surveyors Association of Washington and the American Right of Way Association.

Washington Title Insurance Company is a wholly owned subsidiary of Title Insurance and Trust Company, Los Angeles, California.

4th Edition for Kratovil

The latest edition of the most successful book published on the subject—over 125,000 copies sold—REAL ESTATE LAW cites court decisions and legal articles in cases decided as recently as 1963, and presents contemporary material on such subjects as

condominiums and shopping centers.

By reducing legal terminology to the language of the layman, it places the basic principles of real estate law at the command of any individual. Its comprehensive treatment of the **entire** field makes it a manual in which the businessman will find most of his real estate law problems answered at a glance.

The author, Robert Kratovil, LL.B., is General Counsel for the Chicago Title Insurance Company. An author of numerous articles in the field of real estate law, and formerly lecturer in the De Paul University College of Law, Mr. Kratovil is an instructor in the training programs of the Mortgage Bankers of America and the American Savings and Loan Association.

Published by Prentice Hall, **Real Estate Law** may be purchased for \$1.95.

POTTER NAMED DIRECTOR

Charles S. Potter, Vice-President of Broward County Title Company, Fort Lauderdale, Florida, was elected a Director of the corporation on January 21, 1964 at the Annual Stockholders Meeting.

Mr. Potter joined the company in May of 1955 as Assistant Manager of the Abstract Department working under the late I. N. Colclough. In October 1962 he was elected Vice-President and Manager of the Abstract Department.



He served with the Navy in World War II and was discharged from the Naval Aviation Service in 1946 after action in the European Theatre.

Working with the Photographic Engineering Corporation of Denver, Colorado, in 1946, Mr. Potter helped in the development of an automated "tabulating card" index of land title records in Denver County resulting

in one of the first such systems in the nation.

He helped build abstract plants in Colorado Springs, Durango and Golden, Colorado, in addition to the Denver plant.

Afterwards Mr. Potter was Manager of the Abstract Department of the Denver Abstract Company until 1950 when he returned to his native city of Sterling, Illinois. From 1950 to 1955 he was active in the preparation of an index of the public land records in Whiteside County, Illinois.

Charles S. and Helen Chingos Potter live at 314 S.W. 12th Street, Fort Lauderdale, Florida. They have two daughters.

Mendenhall Declares War On Slums

Redoubling of the war on slums and blight by municipalities with the support of Realtors was set forth as a major 1964 goal of the National Association of Real Estate Boards by Ed Mendenhall, High Point, N.C., as he was installed as President on February 4.

He urged a step-up in the exercise of a power that the federal government lacks to combat "miserable residential environment" — the enforcement of municipal ordinances specifying minimum health and safety standards for housing.

Mr. Mendenhall, who succeeds Daniel F. Sheehan, Sr., St. Louis, took office at a banquet in the Sheraton-Park Hotel, Washington, climaxing the annual midwinter meeting of NAREB.

Mr. Mendenhall lauded the recent urban renewal report that 736 American cities now have such ordinances on their books, "in contrast to the pitifully small number that had taken this step prior to 1954" when the pro-

gram started. But he added, "We should give our special attention in 1964 to the cold fact that enactment of a housing code does not improve housing. It takes enforcement to do that."

Urging resistance to "impractical proposals that would constantly thrust the government further and further into our business with the consequent increase in controls," he charged Realtors to stand ready to offer solutions to problems based upon the private enterprise philosophy. "In other words," he explained, "let's come up with practical answers to such problems as adequately housing the growing group of the elderly, revitalizing our city centers, and helping the needy with shelter. Private enterprise is already solving these problems to various degrees in some areas, so perhaps part of our emphasis should be upon spreading the word so that others may emulate and build upon these successful ventures."

Turing to the civil rights situation, Mr. Mendenhall pointed out that NAREB espouses the principle of equal opportunity in housing for all Americans. At the same time, he added, "Realtors are firmly opposed to the forced housing laws adopted or proposed by a number of states and cities in which the traditional right to own, rent, and dispose of real property as the owner sees fit is destroyed under the guise of providing a new so-called right for individuals of minority groups.

"The point which unfortunately is so often overlooked in the whole situation is that social acceptance, which is so bound up with human emotions, cannot be legislated," he explained. "As much as we may deplore snobbery, class consciousness, racial bias, or whatever you want to call it, we still must admit its existence and that it can be cured only by education which brings tolerance, understanding, and acceptance. The achievement of social consent will automatically solve any housing problem which may exist.

"This fact points up that Realtors have a responsibility to exercise understanding and patience and—even



more than that—to work actively at the community level to foster acceptance and to prevent any attempts at generating panic for exploitation.”

FLORIDA CONSOLIDATION

Lawyers Title Insurance Corporation, Richmond, purchased the abstract and title plant facilities of Title Guarantee Company of Florida. A joint announcement has been made by Robert C. Dawson, Winter Haven, Florida, State Manager for Lawyers Title, and G. B. MacKenzie, Pensacola, Secretary of Title Guarantee.

Dawson said the local operation will be known as Title Guarantee Division, Lawyers Title Insurance Corp., and will continue in its present location at 232 Brent Building. MacKenzie will be Office Manager.

Staff Changes at Title Guarantee

Donald G. Young has joined the White Plains, New York sales and service staff of The Title Guarantee Company, in the capacity of Assistant Vice President, it was announced by William H. Dealty, President.

Mr. Young was formerly branch manager of the Westchester office of the Home Title Division of the Chicago Title Insurance Company, and was previously associated with the Abstract & Title Insurance Corporation of Buffalo.

Mr. Dealty also announced that Mr. Anthony Sabato, Manager of the Staten Island office of The Title Guarantee Company, has been elected an Assistant Secretary.

FHA Applications Increase

Total FHA applications in 1963 for mortgage insurance on 928,800 units were 9 percent above the number received in 1962, Commissioner P. N. Brownstein of the Federal Housing Administration has announced, and were the second highest number for any year, exceeded only in 1958.

The 668,200 units represented by applications on existing construction

in 1963 broke all previous records, the Commissioner added. Applications on existing homes at 658,400 units were 15 percent above 1962, the next highest year.

Total new-construction applications in 1963 dropped 5 percent below 1962 to 270,600 units. Applications on new homes were down by 14 percent to 190,200 units. Applications on proposed projects, however, were up 26 percent from the year before to 80,400 units.

Nearly a quarter of a million units in homes and projects were started in 1963 under FHA inspection.

In December, 1963, the annual rate of applications on new homes, adjusted for seasonal factors, dropped slightly, while the existing-home rate rose to a level second only to the record high of April, 1963. The adjusted annual rate of home starts rose slightly in December.

Total home applications decreased 10 percent in December to 50,200 units. Project applications increased by 6 percent to 5,400 units (exclusive of nursing homes with 1,100 beds).

New-home applications dropped 10 percent to 10,300 units, and the seasonally adjusted annual rate was down by 4 percent to 183,000 units.

Existing-home applications dropped 10 percent to 39,900 units, but the seasonally adjusted annual rate rose 5 percent to 739,000 units.

The 10,400 home units started in December under FHA inspection were 7 percent below the November number, but the seasonally adjusted annual rate was up 3 percent to 157,000 units.

Commonwealth Advances Eight

John B. Waltz, President of the Commonwealth Land Title Insurance Company, with home office located in Philadelphia, Pennsylvania, has announced the following promotions: William C. Neil advanced to Vice President; James H. White to Vice President and Assistant Secretary; Raymond A. Buckman and Joseph D. Burke to Assistant Vice Presidents; Charles A. Oesterle, Jr. to Title Offi-



WHITE



SMITH



BUCKMAN



NEIL

cer and Laura C. Knobel, Elizabeth M. Stewart and Eugene W. Smith were promoted to Assistant Title Officers.

William C. Neil, Vice President, received his LL.B. degree in 1927 from Dickinson Law School and began his title career with a predecessor company in 1928. He presently is Resident State Manager of the company's title activities in Florida. Mr. Neil is active in the Home Builders Association of South Florida, the Mortgage Bankers Association of Greater Miami, the Key Biscayne Lions Club and is the Rear Commodore of the Key Biscayne Yacht Club. He is a boating, sailing and fishing enthusiast.

James H. White, Vice President and Assistant Secretary, is a graduate of the University of Miami Law School. He is the former President of a Miami title company and joined Commonwealth Land Title Insurance Company in December, 1961. Mr. White is the Chairman of the Unauthorized Practice of Law Committee of the Federal Bar Association and is a member of the Florida Bar Association. He is the Parliamentary and Chairman of the By-laws Committee of the Mortgage Bankers Association of Greater Miami and a

member of the International Legal Fraternity of Phi Delta Phi.

Raymond A. Buckman, Assistant Vice President, attended the Wharton School of the University of Pennsylvania and joined the Company in June, 1939. He has worked in many principal departments such as Plant, Settlement, Title Search and National Title. Currently, he is engaged in new systems and plant operating procedures. Mr. Buckman was an Artillery Combat Officer in the U.S. Army during World War II in a unit serving as an arrow head for the invasion of France.

Joseph D. Burke, Assistant Vice President, joined the Company January 1, 1960 and was assigned to the National Title Division. He is currently responsible for title activities in states of Maryland, North and South Carolina and Tennessee. Mr. Burke received his Law degree from the Georgetown University in 1951 and is a member of the District of Columbia Bar and the Maryland State Bar. He has been active in the title insurance field since 1955. During World War II, he served in the European and Asiatic Theatres with the U.S. Navy.

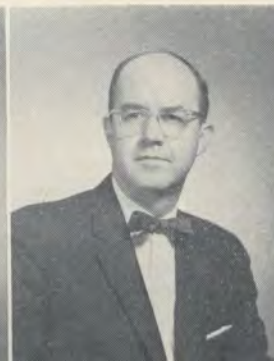
Charles A. Oesterle, Jr., Title Offi-

OESTERLE

STEWART

BURKE

KNOBEL



cer, began his title career twenty-five years ago and brings wide experience of title plant operation, title searching and branch office management. He is currently engaged in National Title activities as a specialist in title examination and approvals. Mr. Oesterle is married, has three children and is President of the Fathers Association of the Cardinal Dougherty High School, Philadelphia. He served in the European Theatre with the U.S. Army Signal Corps during World War II.

Laura C. Knobel, Assistant Title Officer, is the officer in charge of the Name Search and Judgment Department of the Company's Philadelphia Title Plant having been supervisor for many years. She has been President of the Womens Division of the Philadelphia Board of Realtors for three years, is President of Womens Division of Philadelphia Invest in America Committee and is Second Vice President of the Greater Northeast Business and Professional Womens Association.

Elizabeth M. Stewart, Assistant Title Officer, has devoted her entire business career to title insurance. She brings broad experience and knowl-

edge of Plant Operation to her position as Officer-in-charge of the Locality Division of the Philadelphia Title Plant. Miss Stewart's outside interests include travel and collecting rare china.

Eugene W. Smith, Assistant Title Officer, recently transferred to the National Title Department, joined the company in 1940. He has worked extensively in the Philadelphia five county area as a Title Search specialist. Mr. Smith served in the South Pacific with the U.S. Marine Corps during World War II. Off duty he's an avid fisherman.

Mr. Waltz also announced that Joseph F. Bradway has been elected to the Board of Directors of the Company.

Mr. Bradway is a major stockholder in South Jersey Title Insurance Company. He is a former member of the Atlantic City Board of Education, and is now President of the Port Norris Oyster Company, the Flexatallie Company of Camden, and the New Jersey Society of Certified Public Accountants. He is also a partner in the accounting firm of Bradway, Capaldi and Schalick. Mr. Bradway is Chairman of the Board of Directors of the Guarantee Bank and Trust Company of Atlantic City.



Bradway



From the REAL ESTATE NEWS, Chicago, Illinois

COLORADO COMPANY EXPANDS

Security Title Guaranty Company began active business in the city of Aurora, Colorado on February 1, 1964. Ronald T. Grice heads the new branch office as branch manager. Security Title is located in Suite 245 of the new Aurora Building at 1470 Emporia Street. The branch handles title insurance, abstracting, real estate closings, and escrow services.

Security Title was started in 1946 by its present President, Paul F. Hauptman.

Security is reinsured by the Stew-

art Title Guaranty Company of Houston, Texas.

CHANGES NAME

On January 1, 1964, the Swann & Searce Abstract & Loan Company, became the Clinton County Abstract Company—and in the change one of the oldest names associated with the business life of Plattsburg, Missouri passed out of existence.

The Swann & Searce Abstract & Loan Co. was organized by the late T. H. Swann and R. E. Searce, July 11, 1913, and though the firm has twice changed hands in later years, the name was retained.

The change of name was made in order to identify the firm with the county in which it operates. It is the oldest abstract firm in Clinton County.

Officers of the Clinton County Abstract Company are: Robert H. Frost, President; Borden D. Stoll, Vice-President; and Betty F. Walters, Secretary.

CAMPAIGN AGAINST BUSINESS

Government and business should be partners, not antagonists, but the campaign "against business is moving subtly, but surely, toward ultimate victory," Calvin K. Snyder, Executive Vice-President of the American Retail Federation, Washington, D. C., warned the nation's realtors.

He spoke at a session of the Executive Officers Council of the National Association of Real Estate Boards which held its midwinter meeting at the Sheraton-Park Hotel in Washington.

Pointing out that one of every six employed persons in the United States is on the government payroll, he said that "there is a very basic reason why Realtors should be active in the affairs of government . . . and that is survival."

Quoting Sen. Wallace F. Bennett (R-Utah), Mr. Snyder recalled that when the business community went into a depression "instead of helping it to rebuild, the leaders of our government . . . saw this failure as an opportunity to intervene in many vital functions of business . . . Men

without experience in business, nor faith in it, have too often been successful in acquiring the power of government so that they, in turn, could control business."

Mr. Snyder was guest speaker at the meeting at which Frank E. McKeown, Executive Vice-President of the Real Estate Board of New York, was installed as 1964 President of the Executive Officers Council. He succeeds Robert H. Schott, Executive Director of the San Jose (Calif.) Real Estate Board.

In his address on "Your Stake in Public Affairs," Mr. Snyder said a recent survey of 35 agencies of the federal government revealed the agencies had 103 activities directly "protecting" consumers and 15 activities "advancing" consumer interests. These activities, Mr. Snyder stated, "required 65,000 employees and the expenditure of roughly one billion dollars a year." We are the most "protected" people in the world, he added.

From politicians and businessmen, Mr. Snyder continued, representing both parties come the pleas, the warnings, for business to become educated and active in the field of politics.

How can we hope, Mr. Snyder asked, to maintain the strength of this great nation if the able, competent men and women of the American business community choose to sit on the sidelines, denying our political system the benefit of their support and leadership?

"Your stake in public affairs," he told the gathering of real estate board executives, "requires that first you must have full knowledge of the issues; second you must be able to impart it intelligently to your members encouraging their action."

PARTNERSHIP FORMED

E. W. (Jack) Johnson, manager of the American Abstract Company, 407 Flynn Building, Des Moines, Iowa, has announced that Jay D. Stewart has become a partner in the company. Other partners are Mrs. Johnson and Bruce E. Longstreet. Stewart has been an abstracter with the company eight years.

BURKHARDT CHANGES HANDS

John W. Hartwig, B. W. Kent and J. H. Stiles, have purchased from the heirs of Geo. M. Burkhardt and A. S. Reaves, all of their interest in Geo. M. Burkhardt & Company, Bonded Abstracters, Frederick, Tillman County, Oklahoma, and have changed the name of the company to "Tillman County Abstract Company."

There will be no change in the operation of the company except in name. J. H. Stiles and John W. Hartwig will continue to operate the business and B. W. Kent will be inactive in the operation of the business.

Geo. M. Burkhardt organized the business in March, 1909, and the company has been operating under the name of Geo. M. Burkhardt & Company since that time. Mr. Reaves entered into a 50-50 partnership with Mr. Burkhardt in 1919 and their partnership continued until January 1952, when Jess Stiles joined the firm as a partner.

Realtors Support FNMA Changes

A bill (S. 2130) empowering the Federal National Mortgage Association to buy and sell conventional mortgages under the agency's present secondary market operations was endorsed by the National Association of Real Estate Boards in testimony before Congress.

Other legislation (S. 810) authorizing the federal chartering of privately-owned and financed mortgage insuring companies and mortgage marketing corporations was given qualified approval. While approving the establishment of insuring companies, NAREB disagreed with a provision setting up additional mortgage marketing corporations in light of its endorsement of the FNMA proposal.

Richard C. Farrer, Castro Valley, California, Vice-Chairman of the Realtors' Washington Committee, NAREB's legislative liaison arm, told the Senate Housing Subcommittee that an "effective secondary market for conventional loans is an essential prerequisite to the organization of this market.

"The seller of a conventional loan today seeking a secondary market must find his own buyer. Methods of selling these loans today are not only cumbersome but very time-consuming and, as such, increase the costs of mortgage credit."

Mr. Farrer said there were additional reasons why FNMA should handle conventional mortgages. Other bills (S. 810, S.811), if passed, he noted, would result in a total of three different facilities working with these types of mortgages.

"Instead of having three different secondary market facilities, we would have one (under FNMA), and this one would be the facility which has had years of experience in operating a secondary market on a sound business-like basis—a facility over \$90 million of whose common stock is today owned by private individuals," Mr. Farrer said.

Giving FNMA the authority to handle conventional mortgages "would have the impressive advantage that inures to any organization which has earned in the financial world the enviable reputation of the Federal National Mortgage Association. Thus, . . . FNMA could do within a relatively short period what it would take years for a new secondary market facility to accomplish," Mr. Farrer stated.

The Association, in giving qualified approval to S. 810 authorizing the federal chartering and supervision of mortgage insuring companies, said a provision allowing for these corporations to insure 100 per cent of the principal and interest on mortgages for 1-to-4 family houses should be changed to strengthen their financial integrity. NAREB recommended the insuring companies be allowed to insure less than 100 per cent.

"We believe the federal chartering of these corporations is vital to their success because of the archaic state laws which have compartmentalized the residential mortgage market. The conventional mortgage needs a degree of uniformity in order to achieve necessary mobility of funds from capital abundant areas to capital scarce areas.

"This can be accomplished more readily by a federal charter. A mortgage market facility, whether it provides for mortgage insurance or a secondary market, needs the sponsorship of the federal government in the form of a charter to overcome the statutory restrictions in a majority of states," Mr. Farrer said.

QUINN HEADS UNDERWRITERS

The New York Board of Title Underwriters has elected Thomas H. Quinn as President. Mr. Quinn, President of Inter-County Title Guaranty and Mortgage Company, succeeds William H. Deatly, President of The Title Guaranty Company. The Board of Title Underwriters is composed of nine title companies doing business in the State.

Thomas Pearson, Executive Vice President of Security Title & Guaranty Company, was named Vice President. The title group renamed Edward T. Brown of Watters & Donovan, as Secretary-Treasurer.

L. E. Truman to Manage Firm

Lester E. Truman has been named Manager of the Pueblo Title Guaranty Co., Pueblo, Colorado. He succeeds Leonard S. Lamb, who is being transferred to Littleton.

Lamb, who also is President of the Pueblo Title Guaranty Co., has been associated with The Title Guaranty Co. for eight years. He was in the firm's Denver headquarters before being transferred to Pueblo. He will be Manager and Vice President of the Littleton branch. Mrs. Lamb, Abstractor and Assistant Secretary-Treasurer for the Pueblo branch, will work in The Title Guaranty Co.'s legal office in Denver.

Truman has been associated with the Pueblo Title Guaranty Co. for nearly 18 years. He will continue as Secretary-Treasurer in addition to his new duties as Manager. Truman is President of the Land Title Association of Colorado. Active in the Pueblo Kiwanis Club, Truman has served as the club's secretary for 12 years.

THANKS, HERB

Mr. Frank Cotton, Owner
The Boone County Abstract Co.
P. O. Box 126
Harrison, Arkansas
Dear Mr. Cotton:

Because you are a member of the American Land Title Association it was very easy for me to give your name and address to Austin attorney Morgan Pearce when he called our Association headquarters for "the name of an abstract company in Boone County, Arkansas."

Within ten seconds my ALTA Directory of Members was open and I was giving him the information as to how to contact you.

Whether you will receive a \$10.00 order for a supplement, or a \$1,000.00 order for a base abstract, I do not know, but I do know that yours is the 18th such referral to states outside of my own I have made in the past 26 months — sure does make ALTA membership worth while, doesn't it?

Sincerely,
HERBERT P. BECKER, JR.
Executive Secretary
Texas Land Title Association

Improved Investment Opportunities

Commissioner P. N. Brownstein of the Federal Housing Administration suggested to a group of savings and loan association officials recently that, at a time when association assets are at an all-time high and when housing demand and supply are relatively balanced, the various programs of the FHA could provide opportunities for investment of funds without undue risk.

Addressing a mortgage lending topical forum at the annual convention of the U.S. Savings and Loan League in San Francisco, Mr. Brownstein called the attention of the group to the investment possibilities of multifamily housing, for which savings and loan investment authority was recently broadened; urban re-

newal housing; relocation housing; and low-cost housing in general. He also stressed the growing importance of rehabilitation of older properties.

"All the fields I have mentioned," the Commissioner said, "offer outlets for your funds and in some cases offer you valuable opportunities to contribute to the needs of special population segments of your communities or to participate in community redevelopment."

Mr. Brownstein described FHA's role in the present balanced housing market as a supplementary and stabilizing influence. He said FHA was intended to supplement conventional financing methods to the extent that this is necessary to help improve housing conditions and keep the home building and home financing industries vigorous and efficient. He pointed out that the basic framework of FHA, with its realistic approach to home financing, its unique underwriting system, and payment of claims by means of long-term debentures, enables the agency to foster general market stability while exploring new frontiers of mortgage financing.

Times like the present, he said, call for the exercise of caution in addition to sound judgment. The outlook for the future is good, he continued, for savings and loan associations and for the housing industry in general; and he called for cooperation between associations and the FHA in solving problems of industry expansion in the years ahead.

SBA LOANS

More than \$30 million in loans were approved by the Small Business Administration during September, Administrator Eugene P. Foley has announced.

Approvals for the month included 377 business loans for \$21.9 million and 195 disaster loans for \$2.6 million. In addition, during September SBA approved 11 loans for \$2.1 million to local development companies; 12 purchases of debentures totaling \$1.6 million to assist small business investment companies in getting started or to expand their operations, and 9 loans for \$2.1 million to help provide SBIC's with additional operating funds.

During September, 7 applications totaling \$898,000 were received from local development companies and 753 applications for \$48.1 million were received from small businesses.

The small businesses receiving SBA loans reported that they have approximately 5,750 employees at present, and many expect to increase employment as a result of the loans. Fourteen of the business loans went to new enterprises. SBA loans to local development companies created an additional 480 new jobs.

Personalities in the News

Promotion of JACK M. OWENS to Senior Vice President of Stewart Title and Trust has been announced by Victor W. Gillett, President.

* * *

An "Honorable Discharge" from membership in both the Illinois Title Association and American Land Title Association has been granted to MRS. E. H. McANULTY of the Hancock County Abstract Company, Carthage, Illinois. Mrs. McNulty reached the age of 83 on December 14, 1963, after an abstracting career of more than 50 years. She wishes to be remembered to all her friends in the title industry.

* * *

A. W. Suelzer, President of the Kuhne & Company, Inc., Fort Wayne,

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Indiana and Past President of American Land Title Association, has announced the appointment of his firm as Issuing Agent in Allen County, Indiana for Chicago Title Insurance Company.

* * *

JOHN E. McCARTHY has been

appointed Vice President in charge of title operations for the Marin Title Company, San Rafael, California.

* * *

LAURENCE GRANDT is the new Manager of the Modesto Office of the Security Title Insurance Company, Modesto, California.

"THE HISTORY OF LAND"

The first deed to the State of New Jersey may be hanging in a frame on the wall of a Title Insurance Company in Atlantic City.

The impressive 2½-by-3½-foot document could be the instrument through which King Charles II granted land in the New World to his brother, James, the Duke of York, in 1664.

The land area later was called New Jersey.

In large letters, the name "King Charles II" appears but otherwise the document is untranslated as it decorates the office of Paul C. Burgess, President of the Chelsea Title and Guaranty Company.

"This document was part of the Wakefield collection," Burgess said, "and when we negotiated for the purchase of one-third of the collection, we specified that we wanted this particular item in our third." The others were divided between the Library of Congress and Northwestern University, he said.

History experts and language professors have studied the deed since it came into the possession of its present owners 10 years ago, but to date no one has been able to decipher the handwriting.

The language does not appear to be Latin, French or Old English, and Burgess is still seeking to have it translated.

"Should this document prove to be of historical importance to New Jersey, we will be most pleased to offer it to State historical authorities for display in the historymobile or in any

other manner in connection with the Tercentenary next year," he said.

In addition to the items from the Wakefield collection, Burgess is "curator" for deeds dating from Atlantic county's early days, including the deed of John Somers that covered all of what is now Somers Point and is dated 1702.

The complete Chelsea Title and Guaranty Co. collection includes documents prepared during the reign of every English monarch from the time of the Magna Carta.

"We are continually on the lookout for new items to add to our collection, and for opportunities to display them to the public," Burgess said.



Burgess displays King Charles Grant

In Memoriam



NEW YORK TITLEMAN

Lorimer Denner, Senior Vice President and General Counsel of Guaranteed Title, Division of American Title Insurance Company, passed away suddenly January 31.

Denner, a real estate attorney for the past 25 years, was a Past President of the New York State Title Association.



He was associated with Guaranteed Title and its predecessor companies almost continually since 1939. He also had been in private practice specializing in the law of real property.

He previously was Chairman of the Title Association's Title Insurance Section. He was a member of the New York County Lawyers Association, the New York State and American Bar Associations, and the American Land Title Association. He also was a trustee of the Barnard School for Girls, in New York City.

Denner was a graduate of the University of Pennsylvania and of Harvard Law School. He was married, had one daughter, and lived in Manhattan.

Andrew C. Marsh

Andrew C. Marsh, 72, President and Manager of the Madison County Abstract and Title Corporation, Anderson, Indiana, died at St. John's Hospital after being in ill health for two years.

Mr. Marsh, who moved to Indiana from Florida in 1933 and organized the Madison County title firm then, resided at 625 Rainbow Drive.

Born in Steelville, Missouri, Janu-

ary 30, 1891, the son of Andrew J. and Emma J. Marsh, he had been in the abstract and title business for 52 years.

He was a member of the First Presbyterian Church, the Anderson Homebuilder Association, the Anderson Lions Club since 1935, and the Fellowship Masonic Lodge.

Mr. Marsh was married to Alma Seiss in 1938, and she survives.

Also surviving are two daughters, Mrs. Martha Tinder, who is with her husband who is in the armed forces in Germany; Miss Mary Marsh, a graduate student at the Yale University School of Music; two sons, Franklyn Marsh, Anderson, and Jackson Marsh, Tipp City, Ohio; two grandsons, William Trent Tinder, in Germany, and Robert C. Marsh, Tipp City, Ohio, and a sister, Mrs. J. H. Clark, Salem, Missouri.

Herbert Ferguson

Herbert N. Ferguson, Vice President of Security Title Insurance Company and Manager of Fresno operations, was killed in an automobile accident on Highway 99, near Fresno, December 5. He had been associated with Security Title since April, 1959.



Active in civic affairs, Ferguson was completing his second term as President of the Fresno Chamber of Commerce at the time of his death. From 1950 until he joined Security Title he was Field Manager of the Kingsburg Cotton Oil Company in Fresno. Prior to that he had been manager of radio stations KFRE in Fresno, KXOB in Stockton, KXOA in Sacramento, and KXOC in Chico.

LEE THOMPSON SMITH

Lee Thompson Smith, one of the best known names in the real estate and title insurance industry died Monday, December 9th, after a brief illness. He was 77 years of age. From 1944 to 1948 Mr. Smith was President and Director of Lawyers Title Corporation of New

York. In 1949 he became Chairman of the Executive Committee and Director of Home Title Guaranty Company. He was named Chairman of the Board of Directors in 1961. Last September when, through a merger, the company became Home Title Division, Chicago Title Insurance Company, he became Chairman of the Executive Committee of the new concern.

FRANK BURTON DIES

Frank Burton, Chairman of the Board and former President of the Burton Abstract and Title Company, Detroit, Michigan, died at his home January 24. He was 77.

Mr. Burton was the last surviving son of Clarence M. Burton, founder of the abstract company and donor of the Burton Historical Collection at the Detroit Public Library.

The collection contains documents, maps and pictures relating to the early history of Detroit and Michigan.

A native Detroiter, he attended Central High School and earned a chemical engineering degree from the University of Michigan in 1907.

From 1913 to 1920 he was chief engineer for the city's Department of Building and Safety Engineering, with two years off for overseas duty in World War I.

Mr. Burton served as a captain in the Army Signal Corps in France during the war and returned to active duty in World War II.

In 1921 he was appointed commissioner of the Building and Safety Engineering Department, and he held that post until 1926. He also served from 1941 to 1955 as a member of the city's Board of Zoning Appeals.

He was elected President of the Burton Abstract and Title Company in 1945 and served in that capacity until 1953, when he was made Chairman of the Board.

He was a Past President of the Engineering Society of Detroit and the Building Officials Conference of America, and a member of the Detroit Historical Society; the Prismatic Club; Ionic Lodge No. 474, F&AM; Tau Beta Pi; Sigma Xi and the American Chemical Society.

Mr. Burton is survived by his wife, Bernice, and two sisters, Mrs. Harriet B. Reed and Mrs. Elizabeth B. Spokes.

INDIANA TITLEMAN

Vern E. Bundridge, Chairman of the Board of Directors, Union Title Company, Indianapolis, Indiana, passed away on November 25th. Mr. Bundridge's long years of experience and thorough knowledge of every phase of the company's operations made him a capable administrator and a leading figure in the title industry in Indiana.

Vern Bundridge was born in Brookfield, Missouri and began his business career there in real estate and building and loan activities. Coming to Indianapolis in 1925, he began his association with Union Title Company the following year and became company manager in 1944. He advanced to the position of Vice-President in 1951 and was elected President in 1954. He served in this capacity until his election as Chairman of the Board in December of 1961.

In 1946 Mr. Bundridge was largely responsible for the planning of re-



modeling and expansion of the company offices which now has resulted in company operations extending from the second through the fifth floors of the Union Title Building(at Market and Delaware, directly across from the new City-County Building.)

Mr. Bundridge was a member of

the Indianapolis Real Estate Board, Marion County Residential Builders, Athenaeum, and Columbia Club. His broad understanding and knowledge of the needs of Union Title's customers and employees, and his friendly spirit of helpfulness to both were important factors in the past growth and success of Union Title Company.

MANAGEMENT COMMENTS

Focal point of the Hall of Free Enterprise at the 1964-65 New York World's Fair will be 10 thought-provoking pillars of economic wisdom, exhibited by the American Economic Foundation in cooperation with other economic groups. They are as follows:

I
Nothing in our material world can come from nowhere or go nowhere, nor can it be free: everything in our economic life has a source, a destination, a cost that must be paid.

II
Government is never a source of goods. Everything produced is produced by the people, and everything that government gives to the people it must first take from the people.

III
The only valuable money that government has to spend is that money taxed or borrowed out of the people's earnings. When government decides to spend more than it has thus received, that extra unearned money is created out of thin air, through the banks, and when spent, takes on value only by reducing the value of all money, savings, and insurance.

IV
In our modern exchange economy, all payroll and employment come from customers, and the only worthwhile job security is customer security; if there are no customers, there can be no payroll and no jobs.

V
Customer security can be achieved by the worker only when the "boss" is allowed, by the worker, to do the things that win and hold customers. Job security, therefore, is a partnership problem that can be solved only in a spirit of mutual understanding.

VI
Because wages are the principal cost of everything, widespread wage increases, without corresponding increases in production, simply increase the cost of everybody's living.

VII
The greatest good for the greatest number means, in its material sense, the greatest goods for the greatest number, which, in turn, means the greater productivity per worker.

VIII
All productivity is based on three factors: 1) natural resources, whose form, place and condition are changed by the expenditure of 2) human energy—both muscular and mental—with the aid of 3) tools.

IX
Tools are the only one these three factors that man can increase, and tools come into being in a free society only when there is a reward for the temporary self-denial that people must practice in order to channel part of their earnings away from purchases that produce immediate comfort and pleasure, and into new tools of production. Proper payment for the use of tools is essential to their creation.

X
The productivity of the tools—that is, the efficiency of the human energy applied in connection with their use—is highest in a competitive society in which the economic decisions are made by millions of progress-seeking individuals, rather than in a state-planned society in which those decisions are made by a handful of all-powerful people, regardless of how well-meaning, unselfish, sincere, and intelligent those people may be.

REGIONAL MEETINGS FOR ABSTRACTERS

April 1, Denver — April 2, Kansas City — April 3, Chicago

PLAN TO ATTEND

Meeting Timetable

MARCH 11-12-13

Mid-Winter Conference
American Land Title Association
Hotel Riviera Las Vegas, Nevada

APRIL 10-11

Wisconsin Title Association
(Abstracters School)
Holiday Inn Wausau, Wisconsin

APRIL 12-13

Wisconsin Title Association
(Spring Meeting)
Holiday Inn Wausau, Wisconsin

APRIL 12-15

California Land Title Association
El Mirador Palm Springs, California

MAY 1-2

Oklahoma Land Title Association
Oklahoma-Sheraton
Oklahoma City, Oklahoma

MAY 3-4-5

Iowa Land Title Association
Hotel Fort Des Moines Des Moines, Iowa

MAY 7-8-9

Texas Land Title Association
Sheraton-Lincoln Houston, Texas

MAY 21-22-23

Washington Land Title Association
Ridpath Hotel and Motor Inn
Spokane, Washington

MAY 22-23

Arkansas Land Title Association
Velda Rose Tower
Hot Springs, Arkansas

MAY 22-23

Tennessee Land Title Association
Holiday Inn of America
Nashville, Tennessee

MAY 28-29

Pennsylvania Land Title Association
Pocono Manor Hotel
Mt. Pocono, Pennsylvania

JUNE 7-8

Wyoming Land Title Association
Gladstone Casper, Wyoming

JUNE 11-12-13-14

Idaho Land Title Association
Ponderosa Inn Burklely, Idaho

JUNE 12-13

Montana Land Title Association
Yogo Inn Lewistown, Montana

JUNE 17-18-19

Illinois Land Title Association
Pere Marquette Peoria, Illinois

JUNE 17-18-19-20

Oregon Land Title Association
Eugene, Oregon

JUNE 25-26-27

Land Title Association of Colorado
Stanley Hotel Estes Park, Colorado

JUNE 28-29-30

Michigan Land Title Association
Shanty Creek Lodge Bellaire, Michigan

JULY 15-16-17-18-19

New York State Title Association
Whiteface Inn
Lake Placid, New York

SEPTEMBER 11-12

Kansas Title Association
Town House Hotel Kansas City, Kansas

SEPTEMBER 11-12

Utah Land Title Association
Ramada Inn Salt Lake City, Utah

SEPTEMBER 17-18-19

North Dakota Title Association
Holiday Inn Motel
Bismarck, North Dakota

SEPTEMBER 20-24

ANNUAL CONVENTION
American Land Title Association
Bellevue Stratford Hotel
Philadelphia, Pennsylvania

SEPTEMBER —

Louisiana Title Association
Roosevelt Hotel New Orleans, Louisiana

OCTOBER 18-19-20

Ohio Title Association
Commodore Perry Hotel Toledo, Ohio

OCTOBER 22-23-24

Wisconsin Title Association
Hilton Inn Milwaukee, Wisconsin

OCTOBER 25-26-27

Indiana Land Title Association
Marott Hotel Indianapolis, Indiana

NOVEMBER 12-13-14

Florida Land Title Association
Lucayan Beach Hotel Freeport, Bahamas

