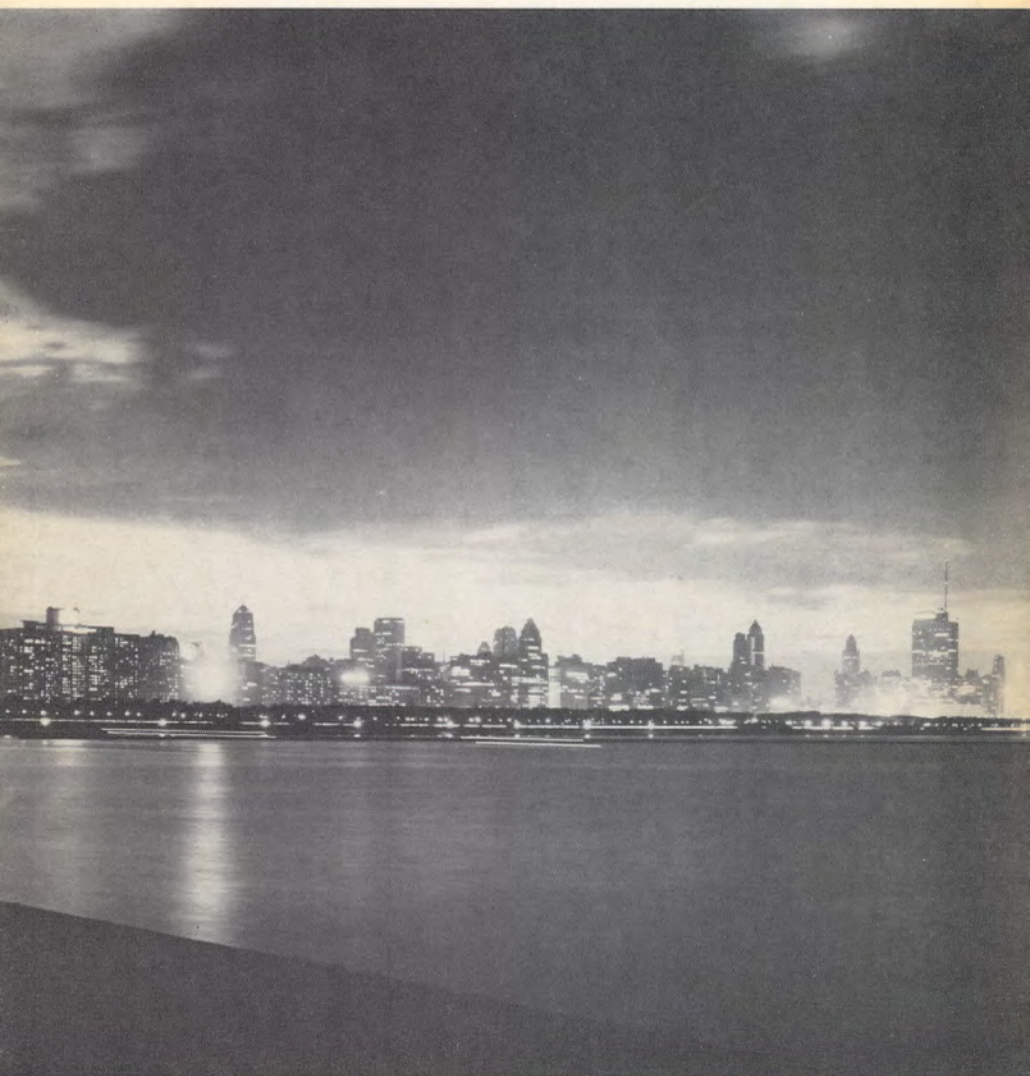


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TITLE NEWS

THE OFFICIAL PUBLICATION OF THE
AMERICAN LAND TITLE ASSOCIATION®



JUNE, 1965



PRESIDENT'S MESSAGE

June, 1965

Dear Friends in the Title Profession:

It was reported at the Mid-Winter meeting in Washington, D. C. and in the April issue of Title News that Joe Smith was leaving the ALTA as Executive Vice President. The Board of Governors at the Mid-Winter meeting authorized and directed the Executive Committee to select a replacement for this position.

Many persons of outstanding qualifications were considered and interviewed for this important position. On behalf of the Executive Committee, I am pleased to announce the appointment of William J. McAuliffe, Jr., as Executive Vice President of this Association.

Bill McAuliffe is a graduate of Harvard University, A.B.; Boston College Law School, LL.B.; and Georgetown Graduate Law School, LL.M. He is 42 years old and will be moving to Washington with his wife, Catherine, and their six children. The McAuliffes now live in Skokie, Illinois.

The new ALTA executive brings with him a fruitful background of experience in law and trade association work, having served in the Department of Justice and the Civil Aeronautics Board, and as Director of the Department of Medical Ethics for the American Medical Association, the position he is leaving to join the ALTA staff. Bill will report for duty to the National Office on July 1.

Special notice was taken by each member of the Executive Committee of the contribution which has been and is being made by Jim Robinson to the vitality and effectiveness of ALTA.

Jim will continue as Secretary and Director of Public Relations. Our thanks are extended to him for his spirit of cooperation during this difficult transition period.

Sincerely,

TITLE NEWS

THE OFFICIAL PUBLICATION OF THE
AMERICAN LAND TITLE ASSOCIATION

EDITORIAL OFFICE: Premier Bldg., 1725 Eye St., N.W., Washington, D.C. 20006 Federal 8-1460

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VOLUME XLIV ON THE COVER

NUMBER 5

1965

A sprawling giant, center of the Nation's transportation, steel, manufacturing, and financial businesses, Chicago is many things to many people.

To members of the American Land Title Association, it is the site of the 59th Annual Convention which opens at the Sheraton-Chicago Hotel with an ice-breaker reception Sunday evening, October 3.

See page six for details about this great city and advance information about some of the outstanding speakers who will be participating in the 1965 Convention.

JAMES W. ROBINSON, *Editor*

EGYPTIAN DEEDS



by McCUNE GILL, Title Insurance Corporation of St. Louis

An English association called "The Egypt Exploration Fund" has in recent years been making excavations at the site of the ancient Oxyrhynchus, which was a city located about a hundred miles up the River Nile from Cairo. Great numbers of business documents have been discovered, for Oxyrhynchus was an important commercial metropolis for several centuries before and after the beginning of our era. Here lived not only many Egyptians but also Persians, Greeks, and Romans. The language used by the businessmen was usually Greek.

These documents have been published in some twenty volumes under the name of The Oxyrhynchus Papyri. This name is not as formidable as it seems. "Papyri" is, of course, simply our modern "papers". "Oxy" in Greek means sharp, and "rhynchus" nose. So oxyrhynchus was the descriptive name applied to a sharp nosed fish of the pike family, that swam,

(and still swims, no doubt) in the Nile. The early inhabitants of the place worshipped this particular fish according to the Egyptian custom, and it became the tutelary deity of the town, and gave it its name. But the inhabitants seem to have been very careful and expert in conveyancing, (even if they did worship a fish), as the following examples of their deeds, placed as waste paper in mummy cases, will show.

Warranty Deed, A.D. 193. "Papon-tos, son of Bithys and mother Tsenpachous to Didymus son of Appollonius and mother Helen, a settler from Heliopolus, Greeting: I agree that I have sold and ceded to you for all time my property in Ision Tryphonis in the southern part of the village, a half interest in a house, owned jointly be me and my brother Paous, the boundaries of which are, on the south an entrance and exit, on the north the property of the heirs of Diogas, on the east that of the

heirs of Horus, on the west a public road, at the price of 2000 drachmae of the imperial silver coinage, which sum I have received from hand to hand. And I warrant the house free from public and private debts. This agreement is valid (that is, authenticated before a notary). The first year of Gaius Pescennius Niger Justus Augustus, (the month) Pauni 20." Such deeds were filed in the "kata-logeiou" (catalogue) of the local Recorder's Office. ("bibliotheca") and a written copy ("antigraphon") was delivered to the grantee.

Mortgage, A.D. 143. "The 7th year of the Autocrat Caesar Titus Aelius Hadrianus Antoninus Augustus Pius. Sarapion son of Herodes mother Caecilia of Oxyrhynchus has lent to Thatres and Teteorion both daughters of Appollonius and to their mother Demas, all three Persians from the village of Pela, each with her guardian, before a notary (literally, in the street), the sum of 1000 drachmae at the interest of 3 obola per mina per month payable annually. If they fail to pay, the lender shall have possession and ownership forever of the land near said Pela (describing it), guaranteed free from obligations or taxes". As this is a copy of the deed there are no signatures. Notice that women could take title but only through a guardian.

Chattel Mortgage, A.D. 169. "Harmiusis to Diogenes ex judge at Oxyrhynchus, Greeting: I agree that I have received from you 260 drachmae at interest of 1 drachma upon a mina for each month. The afore-said 260 drachmae I have employed in buying hay which is to be stored

in the camel shed of Similis at Oxyrhynchus which I have on lease and it shall not be lawful for me to remove or sell or pledge this hay until I repay you principal and interest because it is mortgaged to you. And if any accident should happen to the hay, no damage shall accrue to you. The 9th year of the Autocrat" (etc.).

Release of Mortgage, A.D. 101. "Artemidorus acknowledges receipt from Dionysis and wife, before a notary, of the sum of 472 silver drachmae lent by him to them in accordance with a mortgage in the Recorder's Office at Oxyrhynchus on the security of property of Dionysis in Psobthis consisting of a half share of some open plots of ground (describing them). Artemidorus in release of the mortgage has delivered the mortgage and the mortgage tax receipts to be canceled and agrees that neither he himself nor any other person in his behalf will make any claim against the other parties." The word used for mortgage is "hypotheca"; and for agree is "homologeï"; the receipts for the taxes are called "symbola", all rather good English words. "Mortgage tax" also sounds very modern.

Foreclosure of Mortgage, A.D. 178. (Petition). "To Antoninus, judge of the chrematistae and other courts, from Serenus freedman of Appollonius of the City of Oxyrhynchus, I lent in accordance with an instrument of record in the Recorder's Office at Oxyrhynchus on August 11th in the 18th year, to Sarapais daughter of Podon the capital sum of 900 drachmae with the proviso that if she did not repay the money I and my assigns

were guaranteed the possession and ownership of her slave Sarapais aged 25 years. Repayment not having been made, I request you to give instructions to the strategus of Oxyrhynchus County to present a copy of this petition to Sarapais that I shall proceed to enter on the possession. In the year of our Lord Antoninus, the 19th.

(Summons). Antoninus to Theon, strategus. Let a copy of the petition be served. Farewell.

(Acceptance of Service of Summons). I, Sarapais, daughter of Podon received a copy of this petition, and I, Musaeus, her guardian, also—”

The rest of the files are missing, as sometimes will happen (especially after seventeen centuries). The chrematist court seems to have had jurisdiction of civil or business cases; but Antoninus was also judge of other courts “allon kriterion”, (whence comes our word criterion). Here also we have the full names of the City, “Oxyrhynchopolis”, like Indianapolis). Capital sum is “kephalaion” that is “cephalic amount”. The strategus seems to have been the principal sheriff.

Will, A.D. 117. “The 20th year of the Autocrat Caesar Nerva Trajanus (five other titles) August 27. This is the will, made before a notary by me Dionysius, son of Hapocration, being sane and in my right mind. I devise to my wife Diogenis, daughter of Ptolemaeus for life time the stone house in the North Quay quarter. After her death all my property shall belong to our children who shall not have the power to alienate except only to their families.

The person who contests this will shall forfeit 1000 drachmae and to the Treasury an equal sum. This will is valid.” Here follows the signatures of the testator and six witnesses and the certificate of the recorder. Life estates, estates tail, powers of appointment and anti-contest clauses are evidently not an invention of our own age.

Report of Attorney's Argument, A.D. 136. “Sarapion attorney for Plutarchus said: My client Plutarchus subleased from Philinus who leased from Demetria upon an agreement to build the walls and a new wheel of baked brick. He did not finish the wheel nor build the walls.” The rest of the speech is unfortunately lost, nor is there any explanation as to what a “wheel of brick” is. A Greek attorney was called a “rhetor”, hence our rhetoric. The way in which these speeches were reported is made plain by the following document.

Contract for Course in Shorthand, A.D. 155. “Panechotes, decorator, to Appollonius shorthand writer, greeting: I have placed with you my slave, Chaerammon to be taught the signs which your son Dionysius knows at a tuition of 120 drachmae when the boy writes fluently and reads faultlessly”, which indicates that even in that remote period they knew what a good stenographer must have. The word for decorator is “kosmetikos”, from which is derived (most appropriately) our “cosmetics”. Our word stenography comes from the Greek word “steno” small, and “graphy” writing. But this is evidently of our own coining, for the Greeks themselves called their shorthand (more

accurately) "simiography", sign writing.

Letters from Property Owners, B.C. 2 and B.C. 1. May we conclude these selections from the Oxyrhynchus Papyri by quoting from two letters from property owners, indicating that the problems of ownership, in those ancient days, were much the same as our own.

"Antas to Faustus, many greetings: Take over from Pothus the reeds (calamus) and send me word as to how many bundles you receive. Put them in a safe place that we may take them on the journey up the river. Don't forget. Goodbye. The 28th year of Caesar, Pauni 1."

The other letter reads thus: "I am quite upset at Helenos' loss of the money. I wish you to know this that I had given Epaphroditus orders to go to Takona for the rents and now I have despatched him again to collect them. Take care of yourself so that you may remain in good health. Goodbye. The 29th year of Caesar, Phaophi 6."

Will, 1800 B.C. In F. L. Griffith's "Hieratic Papyri" there is shown a photograph of a will to be found in the Museum of the London University.

It is written in Egyptian hieratic which was the cursive form of hieroglyphic and is dated about 1800 B.C. It reads in part as follows: "I, Uah, devise to my wife, Sheftu, all property given to me by my brother Ankh-ren. She shall give it to whomsoever she may see fit, of her issue born to me. As to the house my wife shall dwell therein and shall not be evicted by any person. The

deputy Sebu shall act as guardian of my son. Done in the presence of these witnesses (three)". Shifting executory devises, cutting down a fee simple, and precatory powers of appointment to a class, that worry us so much now, seem to have appeared early in the world's history. Likewise the idea of a life estate in the homestead and a testamentary guardian.

Marriage Contract, 400 B.C. In the Toledo Museum of Art there is a papyrus discovered by E. D. Libbey and translated by W. Spiegelberg. It is from about 400 B.C. and is an ante nuptial contract not unlike some we see today but with a more pronounced feminine emphasis. "In the month Athyr of the Year One of King Khabbash, Settyr-benne, daughter of (etc.) has said to Teos son of (etc.). Thou makest me thy wife giving me two and a half silver staters as a wedding portion. If I shall love another and divorce thee, I shall restore to thee one half of this portion. I grant thee one third of all my property acquired during our marriage. This contract in duplicate is hereby acknowledged before sixteen witnesses, and shall not be changed without (the husband's) consent. Peteharpokrates, Notary."

Those who may be further interested in these and other ancient forms of conveyancing may obtain Professor John Henry Wigmore's "Panorama of the World's Legal Systems", where this lore is set forth in a most charming and interesting manner. Also it may be mentioned that the "Classical Library" at Washington University is filled with books on the subject.

See page 9 for exciting news about the distinguished speakers who will take part in the Annual Convention, October 3-6, 1965, in Chicago.



**BUILDINGS LINE THE RIVER
LIKE OPPOSING WARRIORS**



THE CITY AT NIGHT

ALL ROADS LEAD TO CHICAGO

There are certain spots on the globe that were meant by destiny to occupy key positions no matter what the change in civilization or the new twists in man's developments with their attendant results on his habits. One of them is Chicago.

Come what may, Chicago will always remain the transportation hub of the continent. Just as in the

days of the primitive Indian when it was the fabled stopping-off place for red-skinned war parties traveling the Great Lakes, or later, when it became the camping ground for the early explorers and missionaries. So, today it is familiar to travelers everywhere.

In great measure, Chicago can thank its long held pre-eminence as convention and trade show center of



BUCKINGHAM FOUNTAIN

the country to the fact that it can be reached by more persons from more sections of the United States and at lower per capita cost or less average time in travel than any other community. This holds true no matter what form of transportation is used.

Situated at the bottom of Lake Michigan in the richest section of the Mississippi Valley and within a few hundred miles of both the nation's center of population as well as its geographical center, Chicago occupies a strategic location unparalleled anywhere. Other thriving focal cities on other sectors of the earth may claim to be the spots around which all else revolves; like Paris with its radii reaching out to all parts of Europe, Shanghai or Singapore with their important positions in the Asiatic network, or Cairo with its influence on Northern Africa. But Chicago overshadows them all. At the very heart of the richest, most progressive and fastest producing nation of all time, it has no peers.

While all roads lead to Chicago, some also leave Chicago. They lead to the many surrounding historical attractions which are located along the Hiawatha Pioneer Trail and the Lincoln Heritage Trail. These spectacular and significant historical tourist attractions are spread across the six states of Illinois, Indiana, Iowa, Kentucky, Wisconsin and



SWANKY NEAR NORTH SHORE

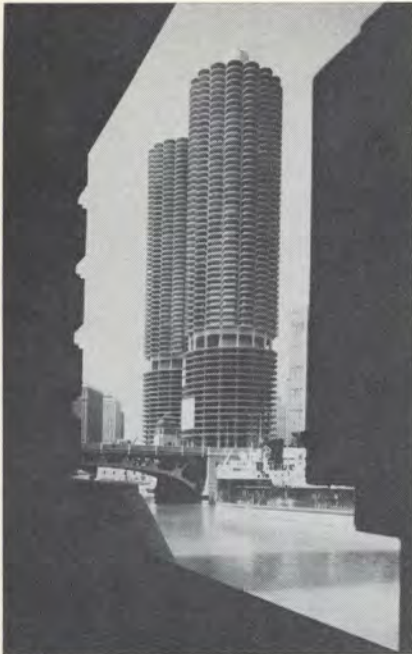
Minnesota. All of these sights can be reached in a comfortable one day drive, at the most. . . . A rented car and the convention visitor and his family are in another world for a week-end of adventure. These adventures cover the vista from pages of flaming history to colorful and educational community festivals.

The Hiawatha Pioneer Trail extends nearly 2,000 miles from Chicago through LaSalle, Rock Island, Des Moines, Iowa and north to Minneapolis, Minnesota, then east into Wisconsin and south to Chicago.

The Lincoln Heritage Trail covers an area from Springfield, Illinois through southern Illinois, Indiana and Kentucky.

The most famous historical locations along these trails are at Springfield, New Salem and Galena.

The vacation attractions of Wisconsin and Minnesota will also provide a convention visitor and his family with pleasant week-end



**TWIN TOWERS SYMBOLIZE
CHICAGO'S MODERN APPROACH
TO ARCHITECTURE**

adventures. . . . And there are more ways of going than just by car. Some others are

More great railroads start or terminate in Chicago than any other one point. In fact one of the Convention Bureau's boasts is that while 19 leading trunk lines run famous "name" trains into or out of Chicago, none of them run through Chicago. It is the great transfer point for travelers in all directions. Though their ultimate destinations may be elsewhere, travelers in their stopping-off periods in Chicago usually take enough time out to see the city for itself.

Every 51 seconds a railroad train arrives in or departs from Chicago, a total of 1,700 trains a day.

In aviation it's the same. The heaviest volume of passengers of

any spot on the aviation map clears through the three major Chicago airports — Midway, O'Hare and Meigs. Seventeen passenger air lines, including six transoceanic systems and the heavily traveled lines serving Latin America and Canada operate hundreds of heavy volume flights into Chicago daily, many by direct non-stop routes.

Arrivals in Chicago by private automobile or public interstate bus lines also account for millions of out-of-towners monthly. It has been estimated that more than half of the delegates participating in the many conventions held in Chicago come in their own cars, usually accompanied by members of their families. This condition is well substantiated by the sizable number of out-of-state cars that can be seen everyday in Chicago's many downtown parking lots, and its immense new network of municipal operated garages and parking lots.

Bus users reach Chicago over 30 regional or national lines. The largest bus terminal in the country has been erected in the Chicago Loop to care for this heavy traffic.

And just as it thrives on the business brought to it by land or through the air, so Chicago also receives some of its transients by water. While smallest in importance and limited to summer months because of weather conditions on the Great Lakes, maritime travel to Chicago via steamers, operating from such points as Buffalo, Cleveland and Detroit, is something that cannot be discounted.

When Chicagoans insist that all roads lead to their Windy City they can back it up with facts. About the only way you can miss Chicago is to stay at home.

WILLIS H. EDMUND

On Wednesday, October 6, ALTA members attending the 1965 Convention in Chicago will have the opportunity to hear one of the nation's outstanding speakers. He is Willis H. Edmund, Executive Consultant for The Goodyear Tire & Rubber Company.

A veteran in human relations with a background of education, recreation, music, dramatics, athletics, travel and industrial relations, Mr. Edmund is now on special assignment by Goodyear, traveling an average of 70,000 miles each year. He makes over 150 personal appearances annually on the speaker's platform and television in the United States and Canada.

Prior to joining the Goodyear organization, April 1, 1942, Edmund held positions in the municipal and educational administrations of cities in Virginia, New Jersey, and Ohio.

A native of Thornville, Ohio, Edmund attended public school there. He received a Bachelor of Science degree from Ohio University and a Master of Arts degree

from New York University. He has completed additional graduate study in education and industrial research at Temple University.

Edmund currently is a member of the National Rules Committee of the All American Soap Box Derby. He is a past president of the National Industrial Recreation Association and a past governor of the Ohio District of Kiwanis International. He also is a member of Delta Tau Delta, social fraternity; Phi Mu Alpha, honorary music fraternity; and Phi Delta Kappa, honorary education fraternity.

Edmund resides with his wife, Annette, at Silver Lake Village, Cuyahoga Falls, Ohio. They are the parents of three children.

LEON VOLKOV

An astute commentator and fluent speaker on relations with the Soviet Union and Red China, Mr. Volkov is in the unique position of having seen both the Soviet and American systems at work. Russian-born, he served in the Red Air Force during World War Two, ending the war as a Lt. Colonel. It was in August 1945, while assigned to

EDMUND



VOLKOV



a Soviet military mission in Germany, that Volkov parachuted to safety in the French zone from a plane that crashed and left few survivors. He immediately requested asylum with the Americans, and the French authorities told the Russians that all of the plane's occupants had been killed. His escape served as a basis for William L. White's popular book, "Land of Milk and Honey."

Until the change of Russia's political atmosphere following Stalin's death in 1953, Volkov lived in the U. S. under a pseudonym. He served as a consultant on Soviet affairs to several agencies of our Government, including the State Department and the Department of Defense, receiving the Freedom House Award in 1951. He also served as an advisor to *Newsweek* for several years before joining its staff as Soviet Affairs Editor in 1953. Leon Volkov became a U. S. citizen when Congress passed a special bill in September, 1954, legalizing his entry.

After coming to this country, Mr. Volkov married the former Galina Tzvetcova, a professional Broadway actress until her marriage. They have three children and live in Bethesda, Maryland. Although he holds a graduate engineering degree from Moscow's Technical Institute and a diploma in history and literature from Moscow University, it is as a writer that Leon Volkov has made his mark in this country and the world.

In his journalistic work for *Newsweek*, he has reported many exclusive stories. For example, he was the first observer in the American press to detect the first stages

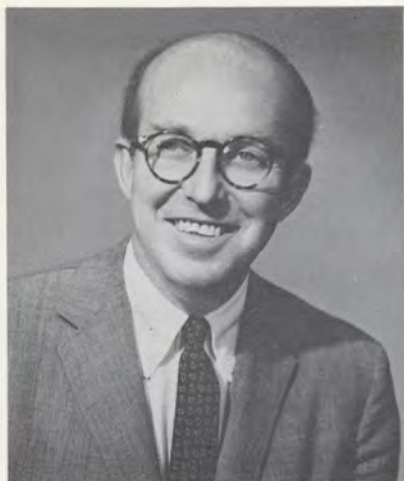
of the Sino-Soviet rift in 1958; and it was he who accurately predicted that Premier Khrushchev would seek a partial test-ban agreement. Besides his regular meetings with diplomats and officials dealing with Soviet affairs, he also covers all U. S. - USSR cultural exchange events, meeting performing artists, writers and scientists traveling under the program. He follows Soviet dignitaries on their tours of the U. S. and traveled with Khrushchev on his trip around the country in 1959.

Besides his distinguished journalism, he is also a playwright of note. Before the war, two of his plays were produced on Moscow's professional stage; and since coming to this country, he has had three plays produced off-Broadway with subsequent productions at Harvard, in England and in Denmark.

In 1948 under a pseudonym, Mr. Volkov wrote a series of articles for *The Saturday Evening Post* entitled "Stalin Thinks I'm Dead." His latest article for that magazine is called "The Intellectual Ferment Behind the Iron Curtain." He has also been published in *The Reader's Digest*, *Look*, *True*, *Pageant*, *Commentary* and the British literary magazine, *Encounter*.

JAMES W. ROUSE

Nestled between the cities of Washington, D. C., and Baltimore, Maryland, there is rising the fulfillment of one man's dream—a complete community which will soon accommodate 110,000 persons. Columbia City is new; it is different. James W. Rouse, the nationally prominent mortgage banker, urban renewal expert and



ROUSE



CUNNINGHAM

community developer, calls it "a garden for people to grow in."

It is with pride and pleasure that we announce that James W. Rouse has accepted the invitation of George B. Garber, Chairman of the Title Insurance Section, to speak to Association members attending the 59th Annual Convention in Chicago. Mr. Rouse will appear on the program Tuesday morning, October 5.

Mr. Rouse is president of Community Research and Development, Inc., and of James W. Rouse & Company, Inc.

He was formerly a member of President Eisenhower's Advisory Committee on Housing and Chairman of its subcommittee on Urban Development, Rehabilitation and Conservation. One of the original committee whose recommendations resulted in the formation of ACTION, Mr. Rouse has been its President, the Chairman of its Board of Directors, and is now a member of its Executive Committee.

Mr. Rouse, one of the founders of the Fight Blight Fund and of the Greater Baltimore Committee, is Chairman of the Greater Baltimore Committee and a member of its Planning Council.

He is on the Board of Directors of The Title Guarantee Company, the Citizens Planning and Housing Association, and the Peale Museum, all in Baltimore. He is a trustee of Union Memorial Hospital, Baltimore, and Chairman of its Planning Committee and a trustee of the Federal City Council in Washington, D. C.

An Elder in Brown Memorial Presbyterian Church in Baltimore, Mr. Rouse received his Law Degree from the University of Maryland.

WILLIAM P. CUNNINGHAM

In the spirit of the practice initiated at the 1964 Convention in Philadelphia, the ALTA National President, Joseph S. Knapp, Jr., will present a \$1,000 scholarship fund award to one of the nation's law schools.

The award this year will be

made to the University of Maryland School of Law. On hand to accept the award on behalf of the University will be William P. Cunningham, Dean of the Law School.

Dean Cunningham is a personal acquaintance of President Knapp. He was graduated from Harvard University in 1944 with an LL.B. degree, admitted to the Massachusetts Bar in 1948, and the Maryland Bar in 1954. For a time he was associated with the firm of Brown, Field & McCarthy in Boston and later with Haussermann, Davison and Shattuck.

Dean Cunningham was on the faculty of the Harvard Law School, 1953 and 1954; a member of the faculty of University of Maryland Law School; a professor of law and has served as Dean since 1962.

Dean Cunningham served with the Air Force during the Second World War. He is active in many civic organizations.

JENKIN LLOYD JONES

A real treat is in store for members of the American Land Title Association who attend the Annual Convention in Chicago. An outstanding speaker, Jenkin Lloyd Jones, has accepted President Knapp's invitation to address the Convention delegates, Wednesday morning, October 6, at the Chicago-Sheraton Hotel in Chicago.

Mr. Jones has flown on two occasions above the Arctic Circle; he has been to the South Pole; has traveled twice around the world and has visited seventy-three foreign countries. He is the author of a book, "The Changing World," and his syndicated column appears

in approximately 100 newspapers throughout the country.

Mr. Jones has been a reporter and columnist, Managing Editor, Associate Editor, and Vice President of a newspaper publishing company and in 1964 was elected Editor and Publisher of the Tulsa Tribune Company.

Mr. Jones took part in the Iwo Jima and Okinawa campaigns during the Second World War as Communications Officer aboard a Navy destroyer. He is the recipient of the William Allen White Award and holds memberships in a variety of civic and fraternal organizations.

This recitation of facts about Jenkin Lloyd Jones fails to indicate his keen insight into human nature and his deep understanding of the problems afflicting a distressed world. His capacity for holding and inspiring an audience has made him a much sought-after speaker. Members of the American Land Title Association will not wish to miss the opportunity to hear Mr. Jones.

JONES



FLORIDA PIONEER TELLS ALL



J. A. Ormond (center) a past president of the Kiwanis Club is the active Chairman of the Support of Churches Committee.

Almost any morning in Marianna, Florida, you might see J. A. Ormond, President of the Florida Land Title & Trust Company, park his automobile several blocks from the office, walk to the post office, collect the mail, and continue on foot through the city to his office. Nothing particularly remarkable about this, except that Mr. Ormond is 82 years old, has been actively engaged in the title business since 1906 and was extremely active in helping to create the American Association of Titlemen, parent organization of the ALTA. Mr. Ormond is the only living member of the group from Florida who participated in the formation of our national association.

Mr. Ormond was President of the Florida Land Title Association and has been active in both the state and national associations. He proudly displays the first abstract he made in 1906 for which he received a total payment of \$3.50. He shudders to think of the one month during the depression when his cash receipts amounted to one silver dollar.



Poring over an ancient copy book, J. A. Ormond reviews some hectic details of a life as an abstracter.

Times have changed, and the Florida Land Title & Trust Company now boasts of microfilm cameras, reader-printers, and all the other modern equipment.

A long and fruitful career it has been and his many friends throughout the association wish him continuing good health and success.

I'LL INSURE THE PEWSE HUNTING HORN, BUT NEVER A WEATHERVANE



by A. J. Gilbert, Associate Counsel Title Insurance & Trust Company,
Los Angeles, Calif.—Reprinted from Metropolitan News Issue of March 17, 1964

“I’d rather insure the Pewse Hunting Horn,” I said rather sharply to Atty. George P. in response to his demand, “but wall-to-wall carpets, never!” Here is the story:

George’s client is a rather cautious lender who is about to make a substantial loan to be secured by a deed of trust on an apartment house. In assessing the value of the security, the lender has carefully calculated the worth of certain items attached to the apartments in varying degrees of permanency. Included among these articles are the wall-to-wall carpets mentioned supra, many portable fireplaces and a most valuable antique weathervane which rests by gravity alone upon a pole bolted to the roof. The

lender harbors great fears of a chattel mortgage given as collateral security for the loan but yet yearns for some more adequate guarantee that the aforementioned articles are part and parcel of the real property covered by the deed of trust. George requested that we oblige his client by describing the estate or interest in the land covered by the policy as including specifically the wall-to-wall carpets, the fireplaces and the weathervane. I’d rather insure the Pewse Hunting Horn! And that is exactly what I told George.

Now this seemingly silly illustration of the wall-to-wall carpets raises interesting and fundamental points concerning land title insurance. It is basic, of course, that

evidences of title insurance may be issued covering interests or estates in land—and only land—never personally. That is why house-boats permanently tied to a slip or a house-trailer cannot qualify. It is true that most policies of title insurance somewhere in the “Conditions and Stipulations” will define “land” as “the land described specifically or by reference in” the policy (generally Schedule C) “and improvements affixed thereto which by law constitute real property.” But it should be noted that the “improvements” must be “affixed thereto.” (The notable exception to this “land-plus” concept is the present insurability of airspace as authorized by recent legislative enactments concerning condominium projects.) That is why title insurers cannot insure separate titles in, let us say, the owner of a railroad or a merry-go-round and the owner of the land in fee upon which the heavy structure rests and where the owner of the rolling stock or the merry-go-round has no right in the land other than a license to remove the equipment. This is true despite an agreement between the parties that the structure, or trailer or boat or merry-go-round is real property. Some portion at least of the property described in the policy must be an interest or estate in “land,” forever immovable and forever fused to known points of geography.

George then wanted to know, and rightfully so, what all this had to do with his wall-to-wall carpets or even that stupid Pewse Hunting Horn, for that matter. Were not the carpets “affixed”? I explained that while the policy covered “improvements affixed to the land” no title insurer can feasibly undertake

the burden of determining the nature or character of the attachment of each so-called improvement or fixture “which by law constitute real property.” This must be left to the parties to resolve through appropriate judicial proceedings should a controversy arise. “And that rotten Pewse Horn,” cried George, “what makes it so special?” Ah—at last! Well, as the editors of a delightful case book on real property put it (Casner and Leach, *Cases and Text on Property*, 1951, Little Brown and Company, pages 247-9): “In 1016, the Saxons were encamped at Cherbury. It is told that William Pusey (also known as Pewsey, Pewse, Peisi), a supporter of Canute, went through the Saxon lines in disguise, brought back information which enabled his master to carry the day, and received from Canute the gift of the horn and all the lands over which he could make the horn heard from the battlefield. Until well into the twentieth century the Pusey land remained in the family. The Pusey horn was extant and acted as the title deed to the property. In 1684 an issue arose as to whether, upon the death of a Pusey, it passed as personally to his executor as realty to his heir. Lord Guilford came to the conclusion that it remained with the land. *Pusey v. Pusey*, 1 Vern. 273.”

“And that is why you would rather insure the Pewse Hunting Horn?” laughed George. “Absolutely,” said I. “We don’t know whether your carpets or fireplaces or weathervane are real property, but we do know that the Pewse Horn is—you agree?” “Oh, go blow your horn,” chided George cheerfully.



VICE PRESIDENT, DON NICHOLS,
WAS THE LUNCHEON SPEAKER
AT ALL THREE MEETINGS



ABSTRACTERS WORKED UP GOOD APPETITES

TRI-CITY MARATHON AS ALTA ABSTRACTERS MEET

There were tornadoes in Oklahoma City, overcast skies in Denver and the worst flood in the state's history in Des Moines, Iowa, as the Abstracter members of the American Land Title Association met in those three cities on three succes-

sive days during the first week in April. Nature's display of power didn't keep Al Robin, Chairman of the Abstracters Section, from conducting three successful meetings in the tradition established last year by Don Nichols who also partici-



ABSTRACTERS CROWD INTO THE MEETING HALL IN DENVER



AL ROBIN PRESIDED

pated in the 1965 meetings.

On Monday, April 5, the series opened with a talk on basic public relations followed by a most enlightening panel on title plants conducted by Ollie Askins, President of the Caddo County Abstract Company, Inc., Anadarko, Oklahoma.

Chairman Robin achieved remarkable audience participation with his comprehensive and objective discussion of the "Growth and Developments of Title Insuring Entities Owned and Operated by the Organized Bar".

ALTA Vice President, Don B.

Nichols, Owner of the Montgomery County Abstract Company, Hillsboro, Illinois, was the luncheon speaker. His topic, "From The Beginning", was a model of educational persuasion, providing ALTA members with still another public relations tool. His talk, in fact, was reproduced and made available to those in attendance for their use in fulfilling speaking obligations before civic and fraternal organizations in their own communities.

The afternoon session began with a splendid presentation on the subject of "Office Management" by R. Joe Cantrell of Tahlequah Abstract Company, Tahlequah, Oklahoma.

During the balance of the afternoon, the Abstracters in attendance were free to initiate discussions on any subject of interest and importance to titlemen.

The meetings at Denver and Des Moines followed the same pattern with Betty Lynde, President and Manager of Lawyers Title of Pueblo, Inc., Pueblo, Colorado, presiding over the panel discussion of title plants at the Denver meeting and Gerald W. Cunningham, President, Black Hawk County Abstract Co., Waterloo, Iowa, assuming that responsibility at the Des Moines meeting.

Unfortunately, Denver Wiggins, President of the Security Abstract

Company of Weld County, Greeley, Colorado, who was scheduled to speak on the subject of Office Management, was forced because of illness to cancel the assignment.

In Des Moines, ALTA Past President George Harbert presented an entertaining and instructive outline of the problems of office manage-

ment.

Although attendance was slightly less at the three 1965 meetings compared with the meetings last year, those in attendance were extremely interested in the material presented and voted overwhelmingly in favor of holding similar meetings next year.

MARK YOUR CALENDARS

OCTOBER 3, 4, 5, 6, 1965

59TH

ANNUAL CONVENTION

American Land Title Association

Chicago-Sheraton Hotel

CHICAGO, ILLINOIS

DEEDS—COVENANTS AGAINST THE ACT OF THE GRANTOR



BY MAURICE A. SILVER, NEW JERSEY
REALTY TITLE INSURANCE COMPANY, NEWARK, NEW JERSEY
REPRINTED FROM "TITLE COMMENTS"

Topics discussed in *Title Comments* are often those suggested by our readers; or are problems that actually arise in the examination of titles; or are presented with the hope that the Bar will take steps to initiate legislation to remove uncertainties in the law pertaining to real property. Our readers in appraising these efforts must keep in

mind the limitations that confront us—limitation of space, of time, of objective, and limitation of the writer.

The topic in this issue, the covenant against the acts of the grantor, was suggested by several of our readers. In checking the sources we find few cases in New Jersey deal-

ing with this subject. We gather that this covenant was unknown to the common law, and is more or less a modern concept.

A covenant in a deed against the acts of the grantor comes under the heading of "A Covenant of Special Warranty," *Burton v. Price*, 105 Fla. 544, 141 So. 728, and is phrased sometimes in broad, sometimes in narrow language. Basically this covenant limits the obligation of the grantor toward his grantee, protecting him against the grantor's acts which may have impaired the title, and the claims of others tracing their rights under or through the grantor. *Campbell v. Heller*, 36 N.J. Super. 361, 115A.2 644. The acts of the grantor must have a bearing on the title. It imposes no obligation on the grantor for defects of title which may have been created or suffered by the acts of his predecessor in title or because of a paramount title. *Dick v. McPherson*, 72 N.J.L. 332, 62 A. 383.

Many states have a statutory definition of a special warranty. In New Jersey the use of the term "Special Warranty" is given the following significance, R.S. 46:4-8:

"A covenant by the grantor in a deed 'that he will warrant specially the property hereby conveyed,' shall have the same effect as if the grantor had covenanted that he, his heirs and personal representatives will forever warrant and defend the said property unto the grantee, his heirs, personal representatives and assigns, against the claims and demands of the grantor and all persons claiming or to claim by, through or under him."

The New Jersey statute is broad in its inclusion of the term "by,

through or under him." In *Dotham National Bank v. Hollis*, (Alabama) 103 So. 589, the court remarked that "'holding through' the grantor implies a claim or incumbrance created by the grantor, 'holding under' the grantor has some wider meaning." The court does not pursue this thought to disclose the difference.

It is suggested that in a deed where the grantor is required to covenant against his acts that the statutory shorthand be used, "That he will warrant specially the property hereby conveyed" because its meaning is specifically defined.

This covenant binds the grantor to protect his grantee against his positive acts as well as his negative acts, that is, his inactivity where he is duty bound to act, and which affects the title to the land conveyed. Thus it was held that where the grantor, whose duty it was to pay land taxes or assessments failed to do so, and thus suffered the land to be encumbered by the lien for unpaid taxes or assessments, is bound to make his grantee whole.

On the other hand, it was held in Massachusetts, that where the delinquency in the payment of taxes was due to the failure of a prior owner to pay the tax, the grantor cannot be called upon to answer under the covenant. The court said: "Now, supposing the taxes on the estate for 1840 and 1841 did constitute a lien upon the estate, it was not an incumbrance made or suffered by the defendant, nor was the claim on the land, as security for these taxes, a claim by or under the defendant. The incumbrance was suffered by Pickering, a prior holder of the land." *West v. Spaulding*, 11 Met. (Mass.) 556.

In a Texas case, the wife, after her husband sold a parcel of land, successfully recovered 200 acres as her homestead. The purchaser sued his grantors based, among other grounds, on his deed, which the court said could be construed as a warranty "against the claims of a certain class of people therein specified, viz., those claiming 'under' the grantors." But the court held that the interest of the wife is not one under the husband, and therefore not within the meaning of the warranty clause. *Clayton v. Western National Wall Paper Co.*, 146 S.W. 693. The same reasoning would apply to a wife's claim of dower.

An interesting problem under this covenant was presented to us a few years ago. The deed contained this special warranty. After the contract was consummated the grantee learned that a fence encroached over the boundary, erected by the adjoining owner who claimed title to that portion of lands lying between the fence and the deed line, by adverse possession. The grantor was not in actual possession and did not know of the existence of the fence. Nevertheless, the grantee insisted that his special warranty obligated the grantor to save him harmless; that whatever claim the disseizor had was due to the failure of his grantor to act, and by acting, prevent the ripening of the adverse possession into an effective title. Does the disseizor claim by, through or under the grantor? Is it not rather a claim made in opposition to the grantor, adverse to the grantor? So we thought. It was held in a Kentucky case, *Kentucky River Coal Corp. v. Swift Coal & Timber*

Co., 221 Ky. 593, 299 S.W. 201, that the grantee is not protected under this covenant where the claim is made by those who asserted a right against the grantor. And it may be observed that Kentucky has a statute similar to New Jersey Statute R.S. 46:4-8. The facts in the Kentucky case, however, indicate that the adverse claim partakes of a superior title. See also *Central Life Assurance Soc. v. Impelmans*, (Wash.) 126 P.2 757.

The limits within which the covenantor circumscribes his liability is well put by Vice Chancellor Leaming in *Hawthorne v. Odenson*, 94 N.J.E. 588, 120 A. 797. He said: ". . . [T]he negative element of the covenant, which in effect declare that the vendor will not warrant against a title paramount, so forcefully appears as the final contractual measure of the vendor's obligation . . . that nothing short of fraudulent intent on the part of the vendor in representing his title to be good, or concealment where the duty of disclosure exists, can appropriately be made the foundation of relief." As the Court points out, under "ordinary or normal circumstances neither the vendor nor the vendee owes to the other any duty of disclosure." And it may be indicated that where the record reveals the defect, the charge of concealment would be negated.

On occasions this covenant against the acts of the grantor was relied upon to charge the grantor for alleged injuries by reason of misrepresentations as to the physical condition of the property. As stated above the covenant is one that relates to title. This attempt to utilize this covenant for this purpose is a distortion of the function

of the covenant and an enlargement of the contractual undertaking of the covenantor.

WILLS—A DEVISE TO “A. HIS HEIRS AND ASSIGNS”—Does the phrase “heirs and assigns” connote words of limitation or words of purchase? In the absence of any expression in the will to the contrary one would suppose that these are words of limitation—Hornbook law, as it were. One would also suppose that where there is no ambiguity in the devise that no evidence would be admissible to show a contrary intention, and that the intention of a testator must be gathered from the four corners of the will. The reader will supply his own citations.

We call attention, however, to a current Supreme Court case decided January 14, 1965, In the Matter of the Estate of Alma Cook, deceased, interpreting a devise of the residue “to my sister, Anna J. Wagner . . . and my stepson, Raymond W. Cook . . . , their heirs and assigns, share and share alike.” Raymond was unmarried when the will was executed. He predeceased the testatrix and was survived by his wife, Viola. The Court refers to the wife’s friendly relation with the testatrix after Raymond’s death, the friendly relations that prevailed until the death of the testatrix, and to the expression by the testatrix of her sense of obligation toward the wife.

The Court held that the wife took under the will as a substitutionary devisee, as the “probable intent” of the testatrix.

We urge a close reading of this case and an attentive reading of the dissenting opinion of Justice Hall.

This case raises the danger signal in the area of the interpretation

of wills in connection with the reading of a title. Must each case be first submitted to a court for construction?

The impulse is strong to argue this case anew, and hold out for some certainty in the law affecting real property. Justice Hall’s dissenting opinion argues for what has been considered the accepted principles. Is it too late to cite Chancellor Zabriskie in *Slack v. Bird*, 23 N.J.E. 238, who stated: “The argument from the probability that the testator would not intend that the share given to one of a class should be defeated by his death before a life tenant, can have no weight. Few wills would stand as written, if the conjectures or speculation of a judge as to what the testator would have done had a case not provided for been suggested to him, could change the meaning from that expressed. . . . The old established common law doctrine of lapse is founded on the assumption that a testator intended a gift as a personal bounty, and that an intention to extend it to heirs or children will not be presumed, but must be expressed.”

TITLE COMMENTS #61 reports the answer of the Supreme Court of Pennsylvania to a litigant’s contention for a particular construction of a will. “The appellees mistakenly believe that by placing himself in the armchair of the testatrix, a judge can thereafter distribute the testatrix’s estate in accordance with good morals and equity among her relatives and friends as a reasonable man seeking to be fair would do.”

All of which is a word of caution to the title attorney. Let the interpreter beware!

WRITE BY HAND

...or any other way



William _____ & wife
Es.
Robert _____
Know all men by these presents that I William
and Betty, his wife of the town of Poughkeepsie County of New
and State of New York in consideration of the sum of Dollars to me
in hand paid by Robert _____ of the town aforesaid the receipt
whereof is hereby acknowledged have bargained sold and quit claimed
and by these presents do bargain sell and quit claim unto the said
Robert _____ and unto his heirs and assigns forever all my right
title and interest claim and demand in and to all that certain piece
or parcel of land situate in the town of Poughkeepsie (City) fifty
acres of land to be taken off from the south end of the south east cor-
ner of lot number seventeen in said town and bounded on the
East South and West by the lines of said division and on the north
by a line parallel with the south line of said division and so far
distant therefrom as will include fifty acres of land also one other
piece of land a part of south part division of number fifteen in
said town and bounded as follows commencing at the north west
corner of said division and running South by the west line of
said division six rods then east eight rods thence north six rods
thence west six rods to the place of beginning containing fifty
eight rods of land including all Highways if any that be abate-
able and together the boundaries therein belonging in witness
whereof I have hereunto set my hand and seal the day and year
first above written
Sealed and delivered
In presence of Daniel Gibson Jr
on the 14th day of April 1855
Williams _____ Esq.
Betsey _____ Esq.
Monroe Knowlton
On the 14th day of April 1855 personally came before
the above named William _____ and Betty his wife known to me
the said _____ all except the _____

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IN THE NEWS



NAREB ON HOUSING

Creation of a cabinet-rank Department of Housing and Urban Development that would exclude agencies covering three-fourths of federally assisted housing and most of 43 federal programs affecting urban development was called unsound today by a representative of the National Association of Real Estate Boards in testimony before the Executive Reorganization Subcommittee of the Senate.

Speaking for the nation's 1,500 real estate boards comprised of 80,000 Realtors, John C. Williamson, director of NAREB's Department of Governmental Relations, said the bill was a mere rehash of a similar measure rejected by Congress in 1962.

The bill misses its first objective, that of centralized administration of federal housing programs, he said, because two housing agencies excluded from the proposed Department—the Federal Home Loan Bank System and the VA Home Loan Program—provided financing for 1.6 million homes in the first 11 months of 1964. The agencies to be submerged in the new Department

were responsible for only 545,341 units of housing during the same period.

"I want to emphasize that we voice opposition to this measure reluctantly because we hold in high esteem the agencies which would become part of the proposed department and the able public officials who have administered them in the past and who administer them today," said Mr. Williamson.

He also questioned the accuracy of the phrase "Urban Development" in the proposed cabinet post's title when the bill establishing the new Department leaves "most of the 43 programs affecting urban development scattered through five other executive departments and seven independent agencies."

Such omissions bother NAREB, he said, "as they did Vice-President Humphrey, then Senator and a member of this subcommittee, who said during the 1961 hearings on the previous bill, 'I think we ought to get the government witnesses back here and find out just why, when the Administration sent this bill up here, these inclusions were not made.'

"One of the major reasons that the federal government became involved in such state affairs as public welfare, housing, urban renewal, mass transit, etc. was because malapportioned state legislatures were not responsive to the needs of growing urban areas.

"Now the states are reforming their legislatures. In a year or two, all state legislatures will be urban-oriented and urban-dominated. This will have as great an effect on our federal system as

the famous decisions of the Marshall court. Certainly this moment . . . is not the time to consider the creation of a new executive department which presupposes the permanence, if not the expansion, of the federal government's role in local problems.

"The Congress should await the results of general reapportionment to determine whether there will come about a renewal of state governments and increased state responsibility."

Quoting Housing and Home Finance Administrator Robert C. Weaver, Mr. Williamson said, "There is a danger in the federal government attempting to do too much. There is a danger in not having a sense of responsibility in the local community.

"In our considered opinion, the creation of a cabinet-rank Department of Housing and Urban Development would be tantamount to Congressional sanction of such lesser responsibility."

MERGER COMPLETED

Negotiations were completed recently for the merger of Shasta County Title Company of Redding into Title Insurance and Trust Company, according to an announcement by Ernest J. Loebbecke, Chairman of the Board of the parent company.

Located at 1745 Yuba Street in Redding, California, the office will now operate as the Shasta County Office of Title Insurance and Trust Company, Loebbecke stated. George V. Vicari remains as County Manager.

Shasta County Title Company of Redding dates back and is the successor to a company founded in 1885 by Carl R. Briggs in Redding.

JOINS TRANSAMERICA

John R. Beckett, President of Transamerica Corporation, San Francisco, California, announced recently that James F. Kiraly joined the Corporation on May 15 to head a new post of shareholder relations.

Kiraly joined Transamerica from Dean Witter and Co., San Francisco, where he was a senior analyst specializing in finance and insurance securities principally on the West Coast. He is a member of the Security Analysts of San Francisco.

COMMONWEALTH PROMOTIONS

John B. Waltz, President of Commonwealth Land Title Insurance Company, Philadelphia, Pennsylvania, has announced the promotions of Joseph J. Patti, Jr., to Title Officer and Woodrow J. Dandrea to Assistant Title Officer.

Mr. Patti began his service with the company on a part time basis in 1950 while attending high school and became a regular employee upon graduation. He has been assigned to the Camden Branch since 1960 and is well known in that area as a member of the Home Builders League of South Jersey, and the

PATTI



Boards of Realtors of Camden, Gloucester and Burlington Counties.

Mr. Dandrea, recently transferred to the National Title Division, brings a broad experience in plant operation, title searching and examination in the Philadelphia five-county area and was the supervisor of the Chester County Title Clerk Examiners. After graduation from high school, he attended Carnegie Institute of Technology and Virginia Polytechnic Institute. Mr. Dandrea joined the company in May 1946.

ELECTED OFFICERS

Two staff members of American Title Insurance Company, Miami, Florida have been elected to officer status, President Jay R. Schwartz announced.

Don W. Stuart, Chief Title Examiner in the company's home office was elected Assistant Vice President, and named Manager of the Greater Miami Title Department. In the latter capacity, he succeeds the late Thomas J. Bomar.

Mrs. Millicent Brass Pelle also was elected an Assistant Vice President and named Assistant Manager of the same department.

Both new officers are graduates of

the Brooklyn Law School, and were engaged in the private practice of law before joining American Title, Mrs. Pelle in 1961 and Stuart in 1963.

CLTA ADMITS NEW MEMBERS

California Land Title Association admitted four new members by action of the Executive Committee, it was announced by Robert H. Morton, President of CLTA and Executive Vice President and Manager of Western Title Insurance Company, San Francisco.

New companies admitted are: Charter Title Company, Beverly Hills, W. E. Chaiken, President; Continental Title Company, Fresno, Lee R. Neuhaus, President; Redding Title Company, Redding, Frank V. Bartlett, President; and Title Insurance Company of Minnesota, Minneapolis, Minnesota, C. J. McConville, Senior Vice President.

"Because of continuing efforts by the Association to raise and maintain the standards of the insuring of title to real property, we are always pleased," Morton said, "to welcome new members into CLTA that have meet the membership requirements."

DANDREA



STUART



PELLE



MBA ON HOUSING

The Mortgage Bankers Association of America have refused to give either blanket support or blanket opposition to the Administration's Housing and Urban Development Act of 1965. Representing the 2000-member mortgage Association before the Senate Subcommittee on Housing was Philip C. Jackson, Jr., vice president, Jackson Securities and Investment Company, Birmingham, Alabama, who is chairman of the Association's Mortgage Bankers Washington Committee. He also represented the Association before the House Subcommittee on Housing, Friday, April 2.

Mr. Jackson testified that while the Association gives basic support to Section 101 of Title I—rent supplements—the Association does not believe rent supplements should be paid to middle-income groups as the present bill provides, since adequate facilities for housing such families already exist. He urged the subcommittee to approve rent supplements only for those low income groups now eligible for public housing, and that such rent supplements be made available for existing as well as new construction.

In addition, the Association supported Section 105 of Title I, and Sections 202, 203, 204, 206, 207, and 208 of Title II (extensions of FHA insuring authority). The Association also supported Section 102 of Title I; however, with the qualification that FHA Section 221(d)(3) sub-market interest rate program not be included in the authority granted under Section 102 of Title I.

In regard to Section 301, Title III (a redefinition of general neighborhood renewal plans), the Association supports that section if modified to change the provision so as to require initiation of an urban renewal project by a developer within a 5-year period, rather than 10 years as presently proposed.

The Association also supported Section 302 (increased urban renewal authority for capital grants) with a request that serious consideration be given to the effect of converting the grant program to a loan program for commercial and industrial redevelopment. Support was also given to Section 303 under Title III. Section 702 under Title VII (FNMA purchase of mortgage held by Federal instrumentalities) was not opposed by the Association if such purchases are limited to FHA-guaranteed and VA-insured mortgage loans only.

The Association opposed Sections 201, 205, and 209 of Title II. In the case of Section 201 (land development loans), it was pointed out that all types of financial institutions throughout the country are presently engaged in land development activities and that numerous mortgage banking firms that are members of MBA are actively seeking such investment; thus, adequate funds are currently available to finance as many of these types of projects as the market is in a position to absorb.

Opposition to Section 205 was based on the fact that this would give the Urban Renewal Commission authority to include such income-producing property as shop-

ping centers, motels, gasoline stations, etc. in urban renewal projects. It was pointed out that there is presently an adequate amount of money available for financing commercial facilities conventionally without need for Federal assistance. MBA's opposition of Section 209 (optional cash payments of FHA insurance benefits) was based on the belief that by using debentures FHA is able to engage in an orderly disposition of foreclosed properties. There is time to market them without resort to price-cutting, or other devices which would disrupt local real estate markets and trigger other foreclosures. Conversion to cash payment, the Association believes, would inevitably increase the pressures on FHA to liquidate its portfolio of acquired properties.

Because of its endorsement of rent subsidies for low income groups, MBA opposed Sections 402 and 403 of Title IV (extension of public housing programs). Mr. Jackson voiced the Association's belief that Section 101 of Title I—rent supplements—is a better and more economical means for helping this population than is public housing.

The Association expressed opposition to Title V (college housing loans) and Title VI (grants for public works), the former because it is known that private lenders and mortgagees throughout the country are actively seeking this type of investment and are willing to lend mortgage funds at reasonable rates to the nation's colleges and universities. The Association opposed Section 701 (increase in FNMA special assistance authority) of Title VII because of

the burdens such authority would impose on the budget at a time when mortgage funds are abundant. In addition, this section proposes an increase in authorizations for below-market interest rate mortgages for moderate income housing and an increase in government sponsored urban renewal programs, all of which can be presently served by private industry through the facilities of the Federal Housing Administration.

MBA also opposed Title VIII—the president's open-space land and urban beautification and improvements programs—and all sections under Title X, the former because the authority to be granted the Government would be too broad and unlimited, and the latter because it was felt that Congress should maintain appropriation authority in order to provide adequate periodic reviews of all government housing programs.

Strong opposition was given to Title IX, the extension of the Farmers Home Administration program for non-farm, non-farmer home loans. Such loans are readily available from the private market through the facilities of the Federal Housing Administration.

No action was taken by MBA regarding Sections 103 and 104 of Title I; Section 304 of Title III; and Sections 401 and 404 of Title IV.

WILBUR A. BARRETT

Wilbur A. Barrett is presently teaching two state-accredited courses at Rutgers University. The courses consist of Title Abstracting and Real Estate. Barrett has been a coadjutant staff member of the

Camden Extension Center of Rutgers since 1950.

Barrett, who was born and raised in Camden, attended South Jersey Law School and Temple University. He has been in the title business for 35 years. As Assistant Vice President, he now heads the Title Legal Department of Chelsea Title and Guaranty Company, Atlantic City, New Jersey.

RICHARD BURROUGHS PROMOTED

The Board of Directors of The Title Insurance Corporation of Pennsylvania, Bryn Mawr, Pennsylvania announced the election of Richard Burroughs as a Vice President of the Company. Presently in charge of the Norristown office, he will assume the responsibility of the firm's new Philadelphia office at Suite 1805-Pennsylvania Building, 1500 Chestnut Street, to be opened on or about July 1st.

Burroughs started in the title business with Land Title Insurance Company in Philadelphia. He joined his present company as Assistant Title Officer and Manager of the Norristown office in 1961.

APPOINTMENT ANNOUNCED

Mr. Harold A. Lenicheck, President of the Title Guaranty

Company of Wisconsin Division, Milwaukee, Wisconsin, of the Chicago Title Insurance Company, announced the appointment of Roland L. Huber as an Assistant Title Officer. Mr. Huber joined the Title Company's staff upon his graduation from Marquette University Law School, class of 1949.

NEW READER-PRINTER

Universality of both input and output is provided by the new Itek 18.24 Reader-Printer, Model F, recently announced by Itek Business Products. The Model F accommodates microfilm in any form: microfiche, microfilm jackets, rolls or aperture cards. It produces either opaque prints or translucent intermediates for diazo reproduction. With the addition of the Itek Project-A-Lith Processor, it also makes silver-emulsion offset plates.

Developed especially to serve those who store or receive documentation in the form of microfiche or microfilm jackets, the Itek 18.24 Reader-Printer, Model F, accepts these formats in sizes up to 5" x 8". Convenient horizontal-vertical positioning controls enable the operator to bring desired images into the correct

BURROUGHS



HUBER



location for viewing and printing. A masking device permits the operator to "frame off" those images of which prints are desired. The equipment's variable-length print capability allows selection of any size print from 8" to the full 24" depending on the document being reproduced. In addition, paper widths from 8½" to 18" may be employed. This selectivity is ideally suited to the special requirements of microfiche users, the manufacturer points out.

Facilities for viewing or printing from roll film, jackets or aperture cards, provided by the RF Model of the Itek 18.24 Reader-Printer, have been retained. The new model features unique electrically operated glass flats which open automatically when either roll-film spindle is turned or when either positioning control is activated. Film of any type is therefore protected against abrasion during transport. Removal of the operator's hands automatically closes the flats, holding the film in precise focal location.

As is true of other models of the Itek 18.24 Reader-Printer, the new Model F produces high-contrast silver prints from either line or continuous tone film.

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in memoriam



THOMAS J. BOMAR

Thomas J. Bomar, Vice President of American Title Insurance Company, Miami, Florida, and a Past President of Florida Land Title Association, died suddenly in Miami on March 25 at the age of 65.

Mr. Bomar had headed American Title's Greater Miami Title Division for nearly two years, following a long career in the abstract and title insurance fields.

A native of Kansas City, Missouri, and a graduate of the Kansas City School of Law (now the University of Missouri at Kansas City), Mr. Bomar engaged in the practice of law and in the title and abstract business in Kansas City before coming to Miami in 1934.

For 11 years, he was Vice President of National Title Insurance Company, Miami, and from 1945 until joining American Title, he was President of Dade Commonwealth Title Insurance Company.

In addition to his activities with FLTA, he also was a Past President of the Miami Land Title Association.

* * *

A corporation may spread itself over the entire world, may employ a hundred thousand men, but the average person will usually form his judgment of it through his contact with one individual. If this person is rude or inefficient, it will take a lot of kindness and efficiency to overcome the bad impression. Every member of an organization who, in any capacity, comes in contact with the public is a salesman and the impression he makes is an advertisement, good or bad.

—TEXAS LAND TITLE ASSOCIATION



MEETING TIMETABLE



JUNE 2, 3, 4, 5, 1965

Idaho Land Title Association
The Downtowner Motel, Boise

JUNE 4, 5, 1965

South Dakota Title Association
Falcon Cafe, Pierre

JUNE 9, 10, 11, 12, 1965

Oregon Land Title Association
Gearhart Hotel, Gearhart

JUNE 9, 10, 11, 1965

Illinois Land Title Association
Drake Hotel, Chicago

JUNE 10, 11, 12, 1965

Land Title Association of Colorado
Broadmoor Hotel, Colorado Springs

JUNE 11, 12, 13, 1965

Montana Land Title Association and
Wyoming Land Title Association
Jackson Lake Lodge, Wyoming

JUNE 18, 19, 1965

New Jersey Title Insurance Association
Seaview Country Club, Absecon

JUNE 20, 21, 22, 23, 1965

Michigan Land Title Association
Hidden Valley, Gaylord

JULY 11, 12, 13, 14, 1965

New York State Title Association
Otesoga Hotel, Cooperstown

SEPTEMBER 9, 10, 11, 1965

New Mexico Land Title Association
"The Inn," Hobbs

SEPTEMBER 10, 11, 1965

Kansas Title Association
Baker Hotel, Hutchinson

SEPTEMBER 16, 17, 18, 1965

Utah Land Title Association
Prudential Federal Savings Auditorium
Salt Lake City

SEPTEMBER 19, 20, 21, 1965

Missouri Land Title Association
Lampighter Motor Inn, Springfield

OCTOBER 17, 18, 19, 1965

Nebraska Title Association
Prom Town House Motor Inn, Omaha

OCTOBER 21, 22, 23, 1965

Florida Land Title Association
Fort Harrison Hotel, Clearwater

OCTOBER 24, 25, 26, 1965

Ohio Title Association
The Christopher Inn, Columbus

OCTOBER 28, 29, 30, 1965

Wisconsin Title Association
Hotel Sterlingworth, Elkhorn

NOVEMBER 7, 8, 9, 1965

Indiana Land Title Association
Claypool Hotel, Indianapolis



FUTURE ALTA CONVENTIONS

1965 — Chicago

1966 — Miami Beach

1967 — Denver

1968 — Portland, Oregon



FUTURE MID-WINTER CONFERENCES

1966 — Chandler, Arizona

1967 — Washington, D.C.

American Land Title Association

