TITLE NEWS

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THE OFFICIAL PUBLICATION OF THE
AMERICAN LAND TITLE ASSOCIATION ®

AUGUST, 1965

A MESSAGE FROM THE CHAIRMAN OF THE ABSTRACTERS SECTION

August, 1965

Our National President has graciously relinquished his space in this issue of *Title News*, so that I might report to you on some of our recent activities, and also preview some of our plans for the Abstracters Section portion of our forthcoming Annual Convention in Chicago.

In April the Abstracters Section conducted three regional meetings on successive days, in Oklahoma City, Denver and Des Moines. Each meeting was attended by approximately 60 title men. Although a portion of the Conference was represented by a planned program covering such subjects as public relations, management problems and plant systems, there was also much informal open forum discussion on subjects of current interest. For me this was a very rewarding experience, and I am sure it was equally beneficial to all who attended. It is difficult to attend a session of this kind without benefiting from the free expression and exchange of views by others who share common problems. By this measure, I am sure our regional meetings were successful, and I am equally confident that all who attended will agree.

With the help of our Section officers and Executive Committee, the Abstracters Section portion of our Annual Convention program is being organized. Our part will be varied, and we hope interesting and enlightening. In addition to the regular Convention schedule, the Abstracters Section will conduct three workshops. One will be on the subject of Abstracters

(continued on page 8)

TITLE NEWS

THE OFFICIAL PUBLICATION OF THE
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EDITORIAL OFFICE: Premier Bldg., 1725 Eye St., N.W., Washington, D.C. 20006 296-3671

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VOLUME XLIV

NUMBER 8

1965

TITLE NEWS, AUGUST, 1965

ON THE COVER: An outstanding Convention results from the successful synchronization of a great many details—guest speakers and Ladies' Luncheon; room reservations and Banquet entertainment; committee appointments and lunch menus. Alvin W. Long, Senior Vice President, Chicago Title Insurance Company, is the man chosen to coordinate all the efforts of the Staff, the State Associations and the local ALTA members in conducting the finest Annual Convention in the history of the Association.

Mrs. Long (Kit) will serve as Chairman of the Ladies Hospitality. Watch for the September issue of Title News for advice from her for what to wear in Chicago.

We welcome this hard working man to the cover of Title News.

JAMES W. ROBINSON, *Editor*
Frank H. Ebersole, *Assistant Editor and Manager of Advertising*

"The Revised ALTA Policies"

WILLIAM H. BAKER, JR.

BY
William H. Baker, Jr., Senior Vice President and Chief Counsel, Lawyers Title Insurance Corporation, Richmond, Virginia

It might be helpful to all of us to note some of the more important provisions of the revised ALTA policy forms. Time does not permit me to note the decisions relating to earlier policy forms that might affect construction of the provisions of the present forms and, unfortunately, I cannot at the moment point to any reported decision construing these new policies. I will not attempt, therefore, to discuss resulting liabilities. It would be presumptuous and ill-advised to do so.

I think the most important development resulting from these revised policies is that the industry now, for the first time, has a standard form of owner's coverage and has a mortgagee policy the Conditions and Stipulations of which are conformed, to the extent practicable, to those of the owner's form. This should make for future standardization of interpretation and for understandable interpretation. You are all aware that heretofore there have been almost as many forms of owner's policies as there are title insurers and state title associations, and the failure of the courts to quote the policy language being construed or to identify the form of policy involved has sometimes

made the reported decision less than helpful. We have on appeal in the 8th Circuit at the present time a District Court decision in which the court relied heavily upon a New York decision that failed to quote policy language. On investigation it appears that the New York policy failed to contain the exculpatory language shown in our policy and asserted by us as excluding coverage.

This same deficiency in the reported decisions affects, I think, the value of some of the annotations on Title Insurance to be found in A.L.R. Indeed, in the annotation on the "Measure, extent or amount of recovery on a policy of title insurance" in 60 ALR 2d 972, published in 1958, the annotator commented "there appears to be no standard or uniform policy of title insurance".

That comment is probably destined to be short-lived for litigation is inevitable and, inevitably, in the future, much of it will relate to these ALTA policies. Also, it is interesting to note that cases involving our industry are becoming the subject of annotated report more frequently. 98 ALR 2d carried two annotations, one concerned with the policy exclusion of liability for "defects, liens, or encumbrances created, suffered, assumed or agreed to by the Insured" and the other with whether the owner of a buried pipe line, of which there was no surface indication, was included in policy exception to "rights of parties in possession". Neither of these, however, involved the ALTA Revised Policy forms.

1959 was the year in which ALTA adopted its first standard form of owner's policy. Little, if any, use was made of it, for it was followed immediately in 1960 by a revised edition. This form did receive some use but experience indicated the need for further revision which was accomplished in 1962 and this is the edition currently most often in use. Because of time factors only a few changes in the mortgagee form, last revised in 1946, were made in 1959. 1960 saw a substantial revision to accomplish the conformance of the Conditions and Stipulations, and 1962 brought a few additional changes dictated by experience and the changes made in the owner's policy.

These forms and the experience with them are under continuing study by the ALTA Standard Title Insurance Forms Committee. This study will undoubtedly bring forth future recommendations for changes, but I am confident that no such recommendations will be made soon; and I am equally confident that when made there will be good and sound reasons therefor.

You will remember that the owner's policy appears in two versions: Standard Form A and Standard Form B, with the only difference being the exclusion in Standard Form A of liability for unmarketability, and that the mortgage policy also appears in two versions: the Revised Coverage which is in general use and the Additional Coverage which provides an assessment coverage of limited availability. With your permission, my comments will relate to Standard Form B of the owner's coverage, the so-called marketable form, and to the Revised Cover-

age form of the mortgage policy.

It is my understanding that one or the other or both of these forms are now available and in use to some degree in all of the States other than Texas and New York, in the District of Columbia, the Commonwealth of Puerto Rico, the Bahama Islands, two provinces of Canada, and possibly the Virgin Islands. Standard Form B and the Revised Coverage are the only forms permitted in Louisiana. New York and Texas prescribe different forms.

But what are some of the more interesting provisions of these policy forms distinguishing them from earlier or different forms?

First might be the introduction of insurance of access. I believe few, if any, prior policy forms ever used the word access until introduced into these revisions, first as a limitation on an exclusion in the Conditions and Stipulations and finally as a positive insuring provision against loss or damage by reason of "lack of a right of access to and from the land" in order to assure the Insured that the property is not land-locked. This resulted from the urging of life insurance counsel who worked with ALTA in the compilation of the policy forms after one life representative polled the title insurance industry and received a multitude of conflicting responses as to whether such coverage was afforded by existing policies and whether existing examining procedures would reflect the property to be land-locked when such was the case.

Second would be the introduction into the insuring provisions of the mortgagee policy of coverage against loss or damage by reason of the "unenforceability" of the lien of the mortgage being described at Schedule A-2 or the "unenforceability" of any assignment thereof set forth in the policy. This addition had a similar genesis of confusion and uncertainty but its inclusion immediately required an exclusion from coverage now shown at item 3(e) of the Conditions and Stipulations. This exclusion relates to loss or damage resulting from unenforceability of the lien because of the failure of the Insured at the date of the policy or of a subsequent owner of the indebtedness to comply with the "doing business" laws of the State. While we need not be concerned with the status of the Insured itself at the date of the policy, if the date is extended for the benefit of a subsequent assignee attention would have to be given to whether infirmities in this area affecting the original mortgagee or intervening assignees would survive to plague the insured assignee.

Except as I have indicated the insuring provisions of the policies are the same as those with which we have all been familiar in the past. I should note, however, that there has been much discussion in the last several years relating to the meaning of that insuring provision in the mortgagee policy that protects the mortgagee against loss or damage by reason of "any defect in or lien or encumbrance on the title at the date hereof not shown or referred to in Schedule B or excluded from coverage in the Conditions and Stipulations". In other words, is the policy a "lien" policy or does it require that all

matters affecting title, even though subordinate to the lien of the mortgage, be reflected in the policy? Practices in handling this question have varied widely throughout the country. The problem was brought to the attention of ALTA in the Report of the Standard Title Insurance Forms Committee at the annual convention in October, 1962. At the anual meeting in October, 1963, this Committee reported "It is the opinion of the Committee that all matters affecting the title to the estate or interest subject to the insured mortgage should be set forth in Schedule B. However, the insured lender should be afforded affirmative coverage as to priority". Recommendations were then made as to the manner in which this might be accomplished. I concur in this opinion of the Committee. I think the conclusion is inescapable from a reading of the contract. Additionally, however, there is an important practical consideration supporting this conclusion. The title insurer is in the business of selling title insurance, and it would be less than helpful if he was compelled to say to the mortgagee that my contract gives you less information with respect to the title than an abstract and when you foreclose or take a deed in lieu of foreclosure you must have the title reexamined.

Very substantial changes have been made in the Conditions and stipulations of the policy forms.

For the first time they now incorporate a definition of terms with each policy defining, not always perfectly, the terms "land", "public records", "knowledge" and "date". "Public records" are defined as those records which impart constructive notice of matters relating to land, but it is not always easy to determine just what records within a particular state would be so classified. It is important to note that the word "knowledge" appearing in the Conditions and Stipulations is defined to be "actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records. Also, because of the nature of the policy and its characteristic of following the ownership of the debt, the mortgage policy defines the terms "mortgage" and "insured" and then by separate item provides that the insured acquires the estate in satisfaction of the indebtedness "this policy shall continue in force in favor of such Insured, subject to all of the conditions and stipulations hereof". A study of this single provision could be the subject of a separate paper.

Both policies then contain a grouping of "Exclusions from Coverage", formerly more or less scattered. The first is laws, ordinances or governmental regulations limiting use, occupancy, etc. of the land. The Association is on record for the proposition that coverage as to these matters is not a proper subject for a standard form of title insurance coverage. Prior policy forms excluded the "consequences of" such laws, etc., but this exclusion goes more directly to the heart of the matter. The second relates to "governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof". Prior to the 1962 revisions the exer-

cise referred to was characterized as "Judicial exercise" and it remains to be seen whether the industry is wise in deleting the word "judicial." Next are exclusions relating to rights in any property beyond the bounds of the described premises and exclusions of various classifications of defects, liens and encumbrances. These latter include matters "created, suffered, assumed or agreed to" by the Insured, or to the Insured but not to the Company and not shown by the public records, or resulting in no loss, or attaching or created subsequent to the date of the policy. This last, as shown in the mortgage policy, contains a proviso that must be read in connection with the mortgage policy insuring provision as to priority over mechanics' liens. A literal reading of the insuring provision would obligate the insurer in a number of States for mechanics' liens which might arise out of construction years later but which under State law would prime existing mortgages. Obviously this was never intended and the proviso is designed to limit this aspect of the insuring provision.

The exclusions in the owner's policy then conclude with loss or damage which would not have been sustained if the Insured had been a purchaser for value without knowledge.

The exclusions in the mortgage policy continue with that relating to unenforceability because of failure to comply with "doing business" laws to which I have referred and conclude with provision excluding liability for usury or claims of usury not shown of record. Prior Mortgagee policy forms made no reference to usury and even though they related only to the title to land and to the validity and priority of a mortgage lien on that title, there was some confusion as to the insurer's liability in this area. As we all know, usury is a penalty imposed for the charging of a greater than legal rate of interest for the lending of money. It has nothing to do with the title. Generally, the penalty is dollars measured in some percentage of the interest. A few statutes, however, also proscribe the lien. For example, in Tennessee any usury apparent on the face of the mortgage or the face of the note will invalidate the lien. In New York, any usury whatsoever, under the table or wherever it might be, will void the lien. This exclusion was in the nature of a compromise approach to the situation.

Most of the other Conditions and stipulations relate to the Insurer's obligations to defend, the methods of determining and settling losses and the Insurer's rights of subrogation and options. I recommend them to your study but I would like to specifically mention the following:

1. In item 7 of the Conditions and Stipulations of the mortgage policy there is an interesting provision to the effect that "all payments under this policy which reduce the amount of the indebtedness secured by the mortgage shall reduce the amount of insurance pro tanto". Assume a mortgagee policy carrying a face amount of liability of $10,000.00—then assume a prior judgment lien of $5,000.00 which must be

discharged, mechanics' liens of $2,000.00, attorney's fees of $1,500.00—all together totalling $8,500.00 but neither payment has reduced the indebtedness and the mortgagee still has a policy for $10,000.00 available for protection against any further trouble.

2. Item 8 of the Conditions and Stipulations of the mortgage policy secures to the Insurer, on payment of loss, rights of subrogation to the mortgagee's rights against others unaffected by any act of the mortgagee except that the mortgagee, so long as his act does not result in loss of priority of lien, may, without the Company's consent, release or substitute personal liability, extend or modify the terms of payment, release a portion of the insured estate or release any collateral security. It is further provided that such rights of subrogation as may be left to the Insurer shall be in subordination to the lien of the Insured and the Insured's rights to receive and be fully paid all sums secured by the mortgage.

3. The Owner's policy—and this is the only thing my Company has found that mitigates against its wholehearted acceptance—contains at paragraph 8(a) of the Conditions and Stipulations a coinsurance clause. This is nothing new either to the insurance industry generally or to the title insurance industry. The New York form of owner's policy has contained a coinsurance clause for 50 years. The Texas form has also had one for many years. Some national investors recognize the reasonableness of such provision and require the ALTA form of owner's policy because of its overall superiority. Some other national investors will object to the added cost of being 80% insured and on that basis insist upon a different and less satisfactory and less inclusive form of coverage. Briefly, the Insured becomes a coinsurer if he improves the premises in dollar amount by more than 20% of the face of the policy and fails to purchase insurance to cover this added investment. But it is important to note that, as it appears in the 1962 policy, the coinsurance clause does not become operative unless

(a) A partial loss is involved—not a total loss.

(b) The insured (not a tenant of the insured) has made an improvement subsequent to the date of the policy without purchasing additional insurance.

(c) The cost of the improvement exceeds 20% of the face amount of the policy.

Even when operative, it is provided that the coinsurance clause shall not apply to costs and attorneys' fees which the Company is obligated to bear, or to an aggregate of losses not exceeding 10% of the face amount of

the policy, or to losses resulting from liens and encumbrances for liquidated amounts such as mortgages, judgments and taxes existing on the date of the policy, or to losses, in any event if, at the date of the loss, the then value of the improved property does not exceed 120% of the face amount of the policy.

Basically, therefore, the co-insurance clause as now constituted provides a measure of protection to the Insurer only in that situation in which the dollar amount of loss is increased by an act of the Insured subsequent to the policy over which the Insurer has no control—consider the value of an outstanding interest in vacant land at the date of the policy and the value of that same interest in improved land at the time the interest is asserted.

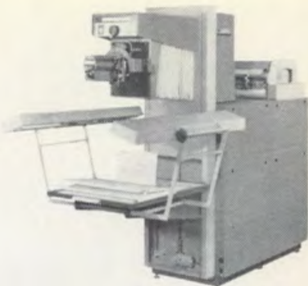
No Insurance Department, so far as I am advised, has considered this provision unfair to the Insured.

4. Finally, it is provided in each policy form that any action or rights of action which the insured may have against the Company respecting the status of title must be based upon the provisions of the policy.

(Continued From Inside Front Cover)

liability errors and omissions policies, which will be presented by our Committee that is currently working on this subject. Another will deal with a subject that has been difficult for medium sized and small companies to fit into their economic programs. This is profit sharing, retirement plans and other fringe benefits. We will take a look at all of these things from a standpoint of what is practically available and economically feasible for medium and small sized companies. Our third workshop will be a professional presentation entitled "What's New in Microfilm and Other Reproduction Equipment." I say professional because it will be presented by representatives of the 3M Company and the Charles Bruning Company, who will bring us up to date on the latest developments in both fields.

As a means of enriching your own knowledge and experience, I urge you all to take the time to attend our Annual Convention in Chicago this fall.



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PROBLEMS IN PROPERTY SURVEYS

BY

Richard R. Mayer, Surveyor

One can appreciate that in an age of specialization the surveyor comes in close working relationship with other disciplines: with the astronomer, on *geodetic surveys;* with the geologist, on *topographic surveys;* with the engineer on *engineering surveys;* and in *property surveying* with the attorney.

As one of man's oldest professions, surveying itself is basically a simple and beautiful operation. Dealing with the geometry of the earth's surface, it has its origin in mathematics and the physical sciences and thus is closely allied with other earth sciences and engineering which also originate in this common core both by birth and training.

Yet there is one exception in this "family"—that of property surveying and the law. While all other disciplines follow the laws of nature, real estate is an artificial creation of man. And, whereas *natural* laws are certain and unvarying, *man's* laws may be conflicting and unpredictable.

A. THE PURPOSE OF A PROPERTY SURVEY

A property survey connects *physical location* with *title identity.* Having its origin in force, *title* passes down through the years to a current deed which, if the chain is proper, satisfies one that the current title will be enforced by the state. The *physical location* of a parcel has its origin in physical marks outlining the boundary. These, by a chain of events, pass down through the years so that today one can see these marked boundaries, or apparent replacements.

The value of a property survey lies in connecting these two, so that one can read his deed on the one hand, view his physical boundaries on the other, and, by aid of the survey (map) satisfy himself that they are one and the same.

This may be compared to a ladder in which one rail represents the title which must be continuous from top to bottom. The other rail represents the physical location which must also be continuous to give strength. And the rungs represent the survey, making a connection which gives the whole a usefulness —depending to some extent on the frequency of the connections.

B. SOME ELEMENTS IN PROPERTY SURVEYS

To his task the property surveyor brings certain *facts, definitions,* and bits of *law,* some of which bear clarification.

Answers in a Survey:

In a general sense any survey implies measurements for the purpose of answering a question. Such answers are quantitative and consist of two parts—the answer itself and an estimate of its uncertainty. As regards such answers, three concepts appear: accuracy, precision, and exactness.

Accuracy has to do with whether an answer is right or wrong. If one inquires as to the time, he may learn that it is "a quarter past three." This is an accurate answer. If *precision* is demanded the answer may be "3 hours, 13 minutes, 23.86 seconds." Either may exist separately, e.g., a sundial gives accurate time only while a stop watch gives precise time only. But both accuracy and precision deal with physical measurements—always imperfect. Accuracy depends on honesty, precision deals with method.

Exactness on the other hand does not deal with physical measurements but is a matter of definition. We define a "yard" as the distance between two arbitrary lines on a certain bar, or the "foot" as one-third of a yard. We are at liberty to change either at will. Both are exact, without any consideration of either accuracy or precision.

Geometry:

Geometry deals with points and lines. A *point* requires two dimensions to be definite (assuming a two dimensional surface). A *line,* being more complicated, requires three dimensions. This might be satisfied for example by the location of one point and a direction, or by two points through which the line passes.

In the *practical application* of geometry, surveyors too deal with points (called *corners*) and lines (called *boundaries*). The surveyor's point (corner) may be located by making a physical mark at the desired location, or, by giving two dimensions for the point. Thus corners exist either as physical representations (an undisturbed stake, stone or hole) or by dimensions from two neighboring objects (trees, other corners, etc.). Lines, however, do not exist in nature (except occasionally as edges of things, e.g. edge of a stream or building). So that quite usually a *boundary* line is locatable only in terms of the two or more points (corners) which define it. With these the surveyor can determine the location of the line, its direction, and the scale. Thus one sees that *corners* are the crux of the property surveyor's work, and, by definition they are locations rather than objects.

Use of Corners:

On these basic "building blocks" the surveyor may perform one of four operations. First, he may *establish* a new corner (by definition) which is then exact (similar to marking a point on a blank black-

board). Second, he may return to *find* that same corner, based on his ability to identify it, and the corner remains exact. Third, if the corner becomes obliterated (the point on the blackboard is smeared) a surveyor may *recover* its location on the basis of remaining evidence. The result will be approximate.

Lastly, if all evidence is lost (the blackboard is wiped clean) he may *reestablish* the corner. The result is a new corner, located where it would appear the original surveyor located it (based on his dimensions) rather than where he in fact did locate it.

Survey:

Often represented by a map the survey in reality is a process consisting of monuments, measurements and the map; monuments to mark the boundaries, measurements to enable their recovery, and the map to represent both.

Deeds:

A final tool is the deed. This is viewed as a contract in which one consideration (a parcel of land) may require interpretation as to location by the surveyor, in the light of judicial rules. The consideration must be certain. This is accomplished in one of two ways. It may be *described* (and we can only describe "things" which exist), e.g. bounded on the north by a river and on the west by a line running between an iron pipe and a barn. Or it may be defined by a *formula;* i.e. by mathematical data such as bearings and distances, or by fractional subdivision. The creation of such formulae requires skill to avoid indefinite terms, inconsistent geometry, and to be sure that the physical control (on which its location will depend) does exist and can be identified.

C. TYPES OF PROPERTY SURVEYS

All boundary location surveys logically fall into three classes, in that the surveyor is trying to do one of three things. (1) *Original Survey:* Either he is surveying to originally establish a physical boundary which can be described. The task is easy and the result exact. (2) *Resurvey* or *Retracement Survey:* Or, he is attempting to find, recover, or reestablish an original survey (called for in a deed) so as to repair those boundaries on the basis of remaining evidence. This requires patience but again the result may be exact, or at least either right or wrong. (3) Or, he may be trying to physically locate a parcel according to a deed formula designed to express the intent of the parties involved. The result will be approximate, depending on his ability to interpret the formula, and, due to man's inability to lay off any given distance exactly. This third type is sometimes called a "record" or "protracted" survey.

While deed definitions of the formula type are most economical at the outset the resulting survey is the most difficult of the three and results in approximate locations at best. For this reason they should

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be used as a last resort and only by persons especially qualified.

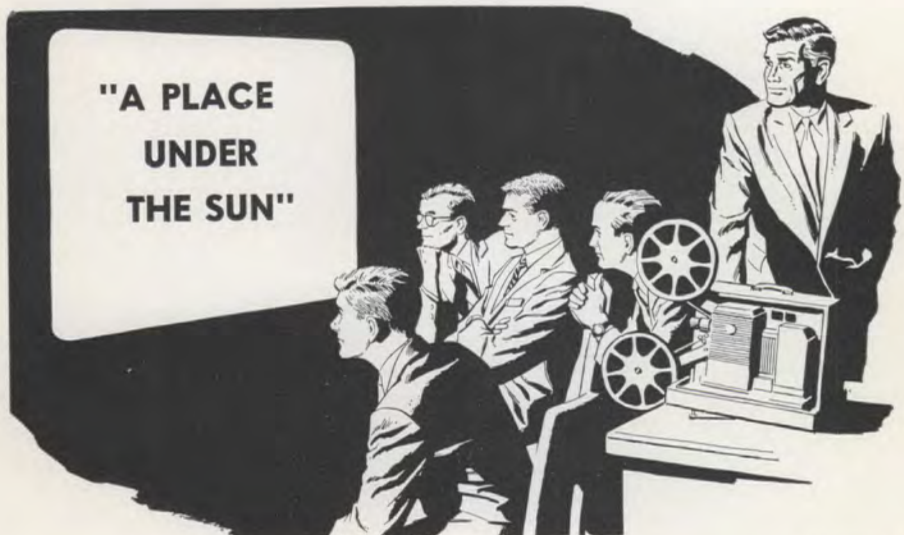
D. PROBLEMS IN PROPERTY SURVEY

Property can be located *only* with reference to something physical. But physical representations of corners have a limited life. Where only the forces of nature are involved their life may be in excess of one hundred years. Where destruction by man is involved the life may be days. In any event perpetuation and replacement is necessary. And there must be a record of the replacement showing the basis (evidence recovered) for the replacement; so that a later surveyor searching for an original stake and finding in the locality an iron pipe, can be satisfied that the latter is a perpetuation of the location of the former.

Another problem is certainty of location vs. liability. Courts favor giving certainty and declare that a parcel is certain if it is capable of location by a "competent surveyor." So, the surveyor tries to give certainty to location. But only original surveys and ideal resurveys result in exact locations. So, with most locations executed the surveyor incurs a liability of unknown magnitude, not knowing whether some future use of the land will fall within the limits of the uncertainty of his location.

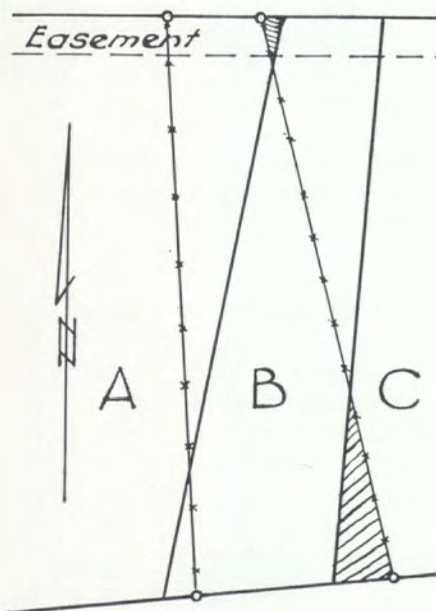
Finally, "inherited" conditions exist in a given community, which affect the factors of cost, time, and quality. To press for improvement of one will necessarily affect the others.

In any community, these problems improve or worsen with time, depending on the value attached to the certainty of boundaries by abstracters, realtors, registrars and owners. It also depends on the respect accorded physical evidence of corners by those in a position to destroy it; e.g. highway departments and contractors. And much will depend on the degree to which the surveyor assumes his responsibility—knowing that the accuracy of his work may not be tested in his life time.



AN APPARENTLY HARMLESS EASEMENT SMASHES SUBDIVISION PLANS

by Earl Sachs, Vice President
Title Insurance and Trust Company
Los Angeles, California



Last week a developer called at our office to inquire about two easements shown in our preliminary title report and to determine, if possible, what would be necessary to eliminate them.

One easement was five feet wide for a pipe line and it served an owner south of the proposed subdivision. The other easement was twenty feet wide for road purposes which also served an owner far south of the proposed subdivision. Both easements were located in such a manner that, if not eliminated, they would curtail the amount of lots to be carved from the raw land. Investigation disclosed that a freeway bisected the starting point and terminus of both easements and that the State in condemnation proceedings had named the owners of the easements and had provided the necessary facilities so that these two easements were now useless and, therefore, they could be eliminated.

In discussing the preliminary

title report with the developer, he happened to mention that he didn't think the easements in favor of the telephone company would give him any trouble as the telephone company is always very cooperative in relocating their pole lines. This statement is true in most cases; however, one of the easements in question read as follows:

"An easement over said land for pole lines and incidental purposes, as granted to Telephone Company, in deed recorded March 28, 1930. Said deed provides that grantor agrees not to grant any right or permit for the erection or maintenance of any electric power transmission lines over said property parallel with and within 500 feet of the lines placed by grantee or for the erection and maintenance of any such lines across the lines of grantee placed upon said right of way at an angle of less than 35 degrees. Said deed also provides the right to keep cleared of all brush, etc., a strip of land 50 feet wide on each side of the center line of said easement.

A provision that no structures be placed on the easement first granted and that no buildings or inflammable materials be placed within 50 feet of the center line of said easement.

The right of ingress to and egress from said easement across property of grantor."

It so happened that this easement bisected the land our developer was buying for subdivision purposes and, although ordinary telephone easements can be relocated where the cost is not prohibitive, this was not true with this easement.

For your information, the telephone company easements mentioned in this article are for the main transcontinental coaxial cables serving television programs originating in the East and Western part of the United States and the rights granted thereby are strictly enforced.

It can be said that the moral to this story is—while most easements in favor of telephone companies can be relocated without tremendous expense, a developer should, nevertheless, analyze each telephone company easement thoroughly and be sure it is not the type described in this article.

HAVE YOU REGISTERED?

OCTOBER 3, 4, 5, 6, 1965

59th

ANNUAL CONVENTION

American Land Title Association

Sheraton-Chicago Hotel

CHICAGO, ILLINOIS

State Association CORNER

LEFT: Thomas Stacer, Assistant Attorney General, State of Oregon.

RIGHT: Fred McMahon, President, Title Insurance Company, Portland.

TOP: Newly elected President, Urlin Page, cheerfully accepts surprise money from Paul von Bergen, Convention Chairman.

CENTER: Retiring President, Gerry Gray, presented his "State of the Union" message.

BOTTOM: Donald Walters, Chief Counsel, Oregon Title Insurance Company.

Page Elected In Oregon

Richard Nahstoll, President of the Oregon Bar Association, held the crowd spellbound.

TOP: Jim Robinson represented the ALTA.

BOTTOM: "Priority of Lien" was the topic presented by Robert Smith, Vice President, Union Title Insurance Company.

The Oregon Land Title Association held its 58th Annual Convention at the Hotel Gearhart, Gearhart, Oregon on June 9, 10, 11, and 12. The Convention was addressed by James W. Robinson, Secretary and Director of Public Relations of the American Land Title Association; by Richard Nahstoll, President of the Oregon State Bar; by Thomas Stacer, Assistant Attorney General, Oregon State Board of Forestry; and by Jerry Buckley, Deputy Insurance Commissioner of the State of Oregon, in addition to members of the Oregon Land Title Association.

The following officers were elected by the Oregon Land Title Association for 1965-66:

President—Urlin S. Page, President of Union Title Insurance Company, Salem

Vice President—Bert J. G. Tousey, Vice President of Pacific Title Insurance Company, Portland

Executive Committee Members at Large:

Sylvanus Smith, President of Cascade Title Company, Eugene

E. Emerson Stickels, President of Title Abstract Company of Eugene

W. E. Stewart, Jr., Vice President of Salem Title Company, Salem

Stanton W. Allison was reappointed Executive Secretary-Treasurer of the Association.

TOP: Kathleen Cracraft, Herb Becker, Mrs. Becker, Vera Rose and Don Nichols.

BOTTOM: (Left) Guest speaker Herb Becker; (Right) Bill Scott responded to the address of welcome.

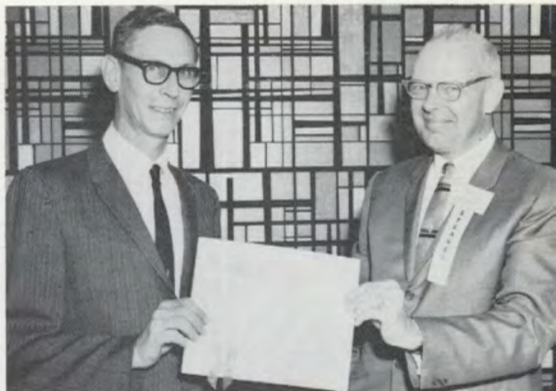
RIGHT COLUMN: (Top) Newly elected President William B. Mosley; (Center) Retiring President E. A. Bowen; (Bottom) National Vice President Don B. Nichols.

"Hawaiian Theme" At Arkansas Convention

WITH a display of her usual imaginative genius, Joy Harris, Secretary of the Arkansas Land Title Association, set the stage for a "bang-up" convention of the state's titlemen and women by planning an Hawaiian Luau complete with authentic menu, grass skirts, and the usual garland of flowers.

The convention actually opened with an ice-breaker reception

JIMMY JONES, STATE AUDITOR, GREETED CONVENTION DELEGATES ON BEHALF OF GOVERNOR FAUBUS.



TOP: Don Nichols, the National Vice President, smiles broadly as he receives an "Arkansas Traveler" certificate from retiring President E. A. Bowen.

CENTER: (Left to Right) Bill Mosley, Jim Gray, and O. M. Young, Jr.

BOTTOM: Guest speaker George Cracraft, discusses "Accretions and Riparian Rights".

Thursday evening, April 29. The business sessions the following day were characterized by a splendid address of welcome by the Hon. Jimmy Jones, Auditor of the State of Arkansas, an outline of state association procedure by Herb Becker, Executive Secretary of the Texas Association, a run-down on national affairs by ALTA Vice President Don B. Nichols, a picture tour of title plants patterned after the standard established at the Philadelphia convention, and an address by George Cracraft, Jr., on "Accretions and Riparian Rights".

Distinguished out-of-state guests included Mr. and Mrs. Milton Schnebelen of Missouri.

Vice President Nichols was honored by the presentation of a certificate signed by Governor Faubus appointing him an "Arkansas Traveler".

An outstanding feature of the Arkansas Convention was a report of statistical surveys which will be carried in a future issue of *Title News.*

NATIONAL PRESIDENT JOSEPH S. KNAPP, JR. PICTURED WITH COLORADO'S RETIRING PRESIDENT, JOE WAGNER, UNDER THE ASSOCIATION'S MAMMOTH SIGN.

JAMES LAFFOON ELECTED IN COLORADO

THE 45th Annual Convention of the Land Title Association of Colorado was held in the shadow of Pikes Peak at the world-famous Broadmoor Hotel on June 10 through 12. Ninety people from the title industry were registered for one of the Association's best get-togethers. A full agenda filled a day and a half with important business matters and educational material. Attendance at the sessions

"THE COLORADO CLINIC"

was high because of the participation by the members. One of the highlights was the "Colorado Clinic" in which the group was divided into four sections. Each section then "brainstormed" problems of the greatest importance to the members. The four section leaders then got together and formulated attacks on the four most aggravated problems. This participation by the members is most important because each one gets an opportunity, in an informal way, to express his or her needs for the plaguing problems of business. It gets everyone into the act. Another highlight of the Convention was the presence and the remarks of ALTA President Joseph Knapp, Jr. He was there with advice and counsel for all the business sessions as well as the entertainment in the evenings.

The Colorado Association has been very fortunate to have conducted three very successful Abstracters' Schools during the past three years. Graduates from these schools not only received certificates, but several have successfully passed the state examinations. Plans were announced at the Convention for the fourth school to be held this next September in cooperation with the University of Colorado at Boulder.

All committees were active during the year with the exception of the Grievance Committee who, happily, had no business. President Joe Wagner commended the committee chairmen for the big strides made on all fronts for the Association.

Tentative plans were made for the hosting of the ALTA Convention in 1967 and Colorado will be ready and waiting to show the nation her wonderful climate and beautiful scenery. She is also anxious to show the Colorado community the importance and stature of the American title industry.

James Laffoon, The Title Guaranty Company, Denver, was elected President of the Colorado Land Title Association for the ensuing year. James Roffe was re-elected Secretary.

Other officers elected were: Leonard H. Bartels, Vice President, Harry D. Cole, 2nd Vice President, Mel Kensinger, Director, Merle Burnham, Director, Joseph G. Wagner, Director.

IS IT REALLY A JOINT TENANCY?

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

WITHOUT a doubt, the majority of us who have had a few years experience in the title business are conceited enough to think that we know all about joint tenancies, that is, enough to recognize a joint tenancy when we see one and the peculiarities that make up this co-ownership of land, but a decision in the Supreme Court of Missouri in 1959 shook my confidence and that of much better men, and sent us scurrying to the standard texts on the subject to determine where we missed the boat. The case in question was styled Hunter v. Hunter and reported in 320 SW 2d 529.

Mrs. Martha Hunter Van Studdiford executed a will on July 25, 1950 by which she made a general devise as follows: "I give and devise unto my mother, Mrs. D. R. Hunter, of the City of Jefferson City, Missouri, and unto my sister, Virginia Hunter, as joint tenants with the right of survivorship, all the real estate which I may own at the time of my death."

Mrs. Van Studdiford subsequently died on November 17, 1951 without having disposed of the property.

On April 6, 1956 Della M. Hunter, identified as Mrs. D. R. Hunter in the above mentioned will, conveyed a one-half interest to Joseph R. Stephens. Stephens in turn on the same day conveyed the one-half interest back to Della B. Hunter for life with the remainder to Nancy A. Hunter, her niece.

After the death of Della B. Hunter, Nancy A. Hunter filed suit to determine title, claiming a one-half interest through the deeds executed by Della B. Hunter and Joseph R. Stephens on the premise that the language in the will of Mrs. Van Studdiford created a joint

tenancy in fee in Della B. Hunter and Virginia Hunter, which joint tenancy was severed by the deed of Della B. Hunter to Stephens.

Defendant, Virginia Hunter, claimed that through the devise she received a right of survivorship which could not be taken from her by a conveyance of Della B. Hunter and that accordingly she was the owner of the entire fee.

The trial court found in favor of plaintiff from which defendant appealed.

The Missouri Supreme Court held that under the will of Mrs. Van Studdiford the testatrix intended to devise to her mother and sister a joint estate for life; that the survivor should take the fee; that the joint estate was not severed by the deed executed by Della B. Hunter; and Nancy A. Hunter, plaintiff, claiming through such deed acquired no interest in the property.

A learned law reviewer, Willard L. Eckhardt, Professor of Law, University of Missouri, in reviewing this case stated that he believed that most, if not all, title examiners would have been of the opinion that the limitation in Hunter v. Hunter created a joint tenancy in fee which was effectively severed by the conveyance out and the survivor would take only one-half of the fee.

It was as if the guardian angel of all title men looked down from its lofty perch and decided to give succor to its wards when in July 1960 another decision in the Missouri Supreme Court shone new light on the clouded state of joint tenancies and gave renewed confidence to puzzled title examiners. The case was McClendon v. Johnson, 337 SW 2d 77.

The property in question, after various inter-family transactions, was vested in Alexander Johnson and Magnolia McClendon under a deed dated August 10, 1949 "as joint tenants and not as tenants in common, with right of survivorship." The habendum in the deed read "to have and to hold, etc., as joint tenants and not as tenants in common, with right of survivorship and to their heirs and assigns forever."

DIRECT CONVEYANCE

By deed dated March 29, 1955, Alexander Johnson by means of a direct conveyance (possible under our Missouri Statutes since 1953) conveyed to himself and Herman Johnson "as joint tenants and not as tenants in common" all of his right, title and interest in said property "to have and to hold, etc., unto said parties and to the survivor of them, and to the heirs and assigns of such survivor forever."

On March 8, 1957 Alexander Johnson died and Magnolia McClendon filed suit in the Circuit Court of St. Louis against Herman Johnson to determine title. The trial court held that Magnolia McClendon and Herman Johnson owned said property as tenants in common, an undivided one-half interest each. Magnolia McClendon appealed, citing and relying soley on Hunter v. Hunter.

The Supreme Court of Missouri determined that in the Hunter v. Hunter case the court was called upon to ascertain the true intent

and meaning of a will and that the provisions of the statutes relating to wills controlled disposition of the issues rather than the statutes relating to conveyances by deed. With this reasoning the court held that Hunter v. Hunter was neither controlling nor in any manner decisive of the issue presented under the deeds in evidence and held with the judgment of the lower court.

There have been other cases since, variations of the cases above mentioned, but these two marked the beginning of a resurgence of interest in joint tenancies in Missouri and the realization that all is not as it sometimes appears.

From what has taken place, this much is certain, that there is no real problem in a joint tenancy unless an attempt is made to break it. Then, a detailed study should be made of the deed or will setting up the joint tenancy by company counsel and an opinion rendered before a certificate and policy is issued.

As to the setting up of joint tenancies in Missouri now and in the future, it has been recommended by competent legal authority to omit such words as "to the survivor" and "with right of survivorship" or the equivalent of either, as they tend to create a doubt as to whether a joint tenancy in fee was created or a joint tenancy for life, with a contingent remainder in fee in the whole in the ultimate survivor.

I have been advised that the basic legal authority for the creation of a joint tenancy in Missouri is contained in Section 442.450 Revised Statutes of Missouri, 1959, which recites that "every interest in real estate granted or devised to two or more persons, other than executors and trustees and husband and wife shall be a tenancy in common, unless expressly declared in such grant or devise to be in joint tenancy."

FEE SIMPLE ESTATES

Also I have been counseled that Section 442.460 Revised Statutes of Missouri, 1959, provides that the term "heirs" or other words of inheritance shall not be necessary to create or convey an estate in fee simple; and that Section 474.480 of said statutes relates to devises and when they are deemed to convey fee simple estates. This latter statute stating in effect that such words as "heirs and assigns" or "heirs and assigns forever" are not necessary as long as no expressions are contained in the will whereby it appears that the devise was intended to convey an estate for life only and that no further devise is made of the devised premises to take effect after the death of the devisee to whom the same is given.

I believe that the above once more illustrates the technical difficulties and pitfalls that exists for the title man. It also makes clear that to exist in the title business one has to keep himself well informed of the constant changes or else have an unlimited supply of money to pay off claims and costs of litigations. This is nothing new I know, but sometimes we forget.

ANNUAL CONVENTION
CHICAGO, ILLINOIS
OCTOBER 3, 4, 5, 6, 1965

NOW—PUBLICITY WHERE IT HELPS . . . IN *YOUR* HOME TOWN NEWSPAPER!

As most ALTA members know, a catchy, amusing, but thought-provoking short feature story has been prepared which features "Seven Traps For Unwary Home Buyers."

Without being commercial, or offending upon the line between paid advertising and legitimate editorial material, it explains the need for abstracts of title and leaves the very definite impression that the smart home buyer had better buy title insurance.

This story has been published in *The New York Times,* has been syndicated by the United Press International, and has provided the springboard for article requests from many influential magazines.

If some version of this story has appeared in the Real Estate pages of your home town newspaper—that's wonderful. If it hasn't, your Public Relations Committee wonders if ALTA can't be helpful to you in getting editorial material published where it helps most—in your home town newspaper!

Initial Impact Great Reprints Educational

The initial impact of the story is great. Really, its purpose is to explain in a readable manner the whys and wherefores of title abstracts and title insurance . . . and reprints of the story can be helpful to you as educational and sales material for customers and prospective customers.

The more customers and potential customers are educated, the better business is going to be for the title industry. *We* all know the need for, and the value of, the services performed by ALTA members. But do our customers?

How can ALTA members and the ALTA Washington staff team up together to help get a story in *your* home town newspaper?

It's easy, really.

First, have some one from your organization talk with your local Real Estate Editor. (You probably know him and have good friendly relations with him . . . but if you don't, you should! This can pay dividends to you in many ways.) Perhaps a reprint of the *Times* story might be shown to him . . . with the suggestion that it can either be rewritten or that the ALTA Washington office will be happy to cooperate by preparing a story, localized to fit his readers.

If your local Real Estate editor expresses interest in a story prepared for his readers built around the "Seven Traps For Unwary Home Buyers" theme, write to Jim Robinson at the ALTA office and we'll prepare something. The story can either be sent to you to be given locally to your Real Estate Editor, or it can be sent direct to him—as you prefer.

This will require a bit of initiative, but we think the story is a winner . . . thousands of letters have poured into the ALTA Washington office as a result of it . . . and it occurs to us that your association can be of help to you in offering this kind of teamwork.

And that, of course, is what we want to do.

ACTIVITIES

REALTY TITLE WINS MARYLAND SUIT

The Complaint of the Bar Association of Montgomery County, Maryland, and the Maryland State Bar Association against Realty Title Insurance Company, Inc., in the Circuit Court for Montgomery County, Maryland, (EQUITY: 25241) was dismissed June 15, 1965. Complainants were ordered to pay the costs of the suit.

In his Memorandum Opinion upon which the decree was based, Judge J. Dudley Digges concluded that "acts when performed outside of Maryland cannot be, in this case, prohibited as being in violation of a Maryland statute since illegal acts are punishable by this State only when committed within its territory (Bowen vs. State, 206 Md. 368, 375)."

Left unanswered by the opinion and the decree were the other very important questions raised by this litigation concerning, among other things, the determination of whether or not the preparation of deeds, mortgages, and other instruments, are legal acts that may be accomplished only by a Maryland attorney; the question of whether or not a title company as a necessary incident in the performance of its business as authorized by its charter may perform these acts, and whether or not title companies are specifically exempt from what otherwise would be illegal acts if performed by a non-lawyer, because of the provisions of Section 14 of Article 27 of the Maryland Code (1957).

The following excerpt from the Memorandum Opinion in the above case is of interest to ALTA members:

> "The 'staff system' was exclusively used by title companies prior to the 1920's and contemplates that upon an application for title insurance being received employes of the title company abstract the records and determine the conditions upon which an insurance policy will issue, and then after settlement of the transaction the papers are recorded and the policy of insurance is in fact issued. *This phase of the 'staff system' is not objectionable to the complainants.*" (Emphasis added)

IN THE NEWS

OREGON PROMOTIONS

PROMOTIONS for Richard J. Akers, Billy T. Barnes and E. Daniel Van Thiel have been announced by D. V. McCallum, President of Title and Trust Company, Portland, Oregon.

Richard J. Akers, Vice President and Manager of the Tillamook County Branch of Title and Trust Company, has been promoted to Vice President and Manager of the Linn County Branch in Albany.

Akers joined Title and Trust Company in 1950 and has been manager of the Tillamook office since 1957. He graduated from the University of Idaho and from the Northwestern College of Law. He is a member of the Oregon State Bar and a past president of the Tillamook Kiwanis Club.

Billy T. Barnes, Assistant Vice President and Assistant Manager of the Clackamas County Branch in Oregon City, has been promoted to Assistant Vice President and Manager of the Tillamook County Branch.

Barnes graduated from the University of Oklahoma Law School in 1957 and was employed in the Albany office of the Linn County Branch in 1958. He has been an Assistant Manager of the Oregon City office since 1960. Barnes is a past president of the Oregon City Lions Club.

E. Daniel Van Thiel, Assistant Manager of the Benton County Branch in Corvallis, has been promoted to Assistant Manager of the Clackamas County Branch in Oregon City.

Van Thiel graduated from the University of Idaho Law School in 1962 and is a member of the Oregon State Bar. He was recently elected President of the Corvallis Junior Chamber of Commerce and is Treasurer of the Lions Club.

ALSO WE LEARN THAT.............

Fred C. Morton has been appointed Assistant Manager of the Columbia County Branch of Title and Trust Company at St. Helens,

AKERS

BARNES

according to Donald V. McCallum, President.

Morton joined Title and Trust Company in November, 1947. Since 1964 he has been a Title Examiner in the St. Helens office.

Morton attended the Northwestern College of Law.

WEST COAST

THE Title and Trust Company has acquired the plant of the West Coast Title Co. in Coquille, Oregon, according to announcement by Donald V. McCallum, President. This plant will be operated as the Coos County Branch of Title and Trust Company. Benj. F. Barton, one of the former owners of West Coast Title Co. will join Title and Trust Company as Assistant Vice President and Manager. The office is located at 141 North Central Boulevard, Coquille, Oregon.

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

SMITH ELECTED V.P.

JOSEPH H. SMITH was elected Vice President of Lawyers Title Insurance Corporation, Richmond, Virginia, on June 2, it was announced by George C. Rawlings, Chairman of the Board. Smith, who recently resigned as Executive Vice President of the American Land Title Association, will be located in the Company's Home Office in Richmond.

A native of Detroit, Smith was graduated from the University of Detroit Law School. He later taught business law and economics at the University of Detroit Evening College of Commerce and Finance. He joined the American Land Title Association's staff in 1952 and was named Executive Vice President in 1959.

BARTON

MBA TESTIFIES ON URBAN DEVELOPMENT

THE Bill to establish a Department of Housing and Urban Development would eliminate the Federal Housing Administration—the only national market for low cost, low down-payment, long-term mortgages now in existence—testified C. C. Cameron, president of the 2,000 member Mortgage Bankers Association of America before a sub-committee of the Senate Government Operations Committee recently. Cameron pointed out that the wording of the Bill as presently constituted makes no guarantee that the FHA—which over the past three decades has insured more than $96 billion in mortgage loans for 35 million families—would continue to exist within the new department and that the FHA as it has existed for over 30 years would die!

Thus, Cameron submitted an

MBA sponsored Amendment to the Bill that would delete the words "the Federal Housing Administration and" from Section 5(a) and would add a new Section 5(c) to read as follows:

> There is hereby transferred to the Department the Federal Housing Administration, its officers and employees, its insurance funds, assets, liabilities, contracts, property, records, and obligations, together with all functions and powers of the Federal Housing Administration which are hereby vested in, and shall be exercised by a Federal Housing Commissioner, appointed by the President with the advise and consent of the Senate, and who shall be under the supervision and direction of the Secretary.

"Over the years," Cameron said, "FHA mortgage insurance has become an integral part of the nation's private residential mortgage system. It has greatly increased the volume and diversity of the private funds that flow into the mortgage market; it has facilitated the expansion of home ownership; it has encouraged private investment in rental accommodations; and it has fostered the growth of an efficient, responsible home building industry.

"The proposal to 'abolish' the FHA thus has an ominous ring. Not only does it threaten the well established and smoothly functioning relationship between government and private activity, but it also raises questions about the continuity of policy and the status of the numerous and vital contractual arrangements in which the FHA operation is involved. As the world's largest business insurance operation, the FHA deserves more thoughtful consideration than this."

Cameron, who is president of the Cameron-Brown Company, Raleigh, North Carolina, pointed out that, "Over $8 billion of loans were insured by FHA in 1964. This was the biggest volume of business in the agency's history! There is no other mortgage loan program, except the VA system (which serves a declining number of eligible veterans) under which a low-or moderate income person can legally finance a home with less than 10 percent down-payment unless resort is made to excessively expensive secondary financing."

"In addition," he added, "FHA's underwriting standards have provided a guideline which has been closely followed by many mortgage lenders not utilizing insurance. The agency's operations have materially contributed to the overall strength of the whole mortgage market. There is, in fact, no statistical measure of FHA's impact on the mortgage market. It is the benchmark by which all lenders are guided in their policies. Its destruction or distortion could have serious effects."

Cameron also pointed out that the Senate Bill could seriously disrupt the flow of mortgage funds across state lines. "Our review of state laws governing investments discloses that the laws of 17 states refer specifically to loans 'insured by the Federal Housing Administration' or words to that affect.

The laws of another 16 states refer in a variety of ways to loans insured under the National Housing Act. In only 18 states do the laws contain broad language approving investment in any loan approved or guaranteed by any Federal instrumentality. This Bill, lacking any language regarding FHA's future, raises serious questions regarding the eligibility of future insured loans as investments in at least 17 states and perhaps in 33.

"It is our opinion that until such questions are resolved, or changes made in state laws, many investors would have no clear choice but to withdraw from this type of investment. Such a disruption to now well established channels of loan funds would have a devastating effect on many lenders and builders and would make mortgage money scarce and expensive for home buyers in many parts of the country."

Finally, Cameron pointed out that in neither the "Declaration of Purpose" nor elsewhere in the Bill is there any indication of the role private enterprise is to play in the solution of urban problems. "No thought seems to have been given to the necessity for a continuing high level of home building activity as a contribution to the strength of our economy," he said.

"Private housing and private mortgage credit should not be made secondary to the problems of urban development mentioned in this legislation. They are more than an instrument of urban renewal. The construction industry is not just a problem in need of coordination. It is a vital life-giving, job-producing segment of our nation's economy which contributed $50 billion to the Gross National Product in 1964."

In conclusion, he said, "We believe this Bill is deficient in its failure to give adequate emphasis to the role of housing and private finance and in its elimination of the Federal Housing Administration. We therefore urge your adoption of our recommended amendment."

NEW PRESIDENT FOR TITLE UNDERWRITERS

AT THE Annual meeting of the York Board of Title Underwriters held June 9th, 1965, Thomas Pearson, Executive Vice-President of Security Title and Guaranty Company, was elected President of the New York Board of Title Underwriters.

Albert E. Reed, Vice-President of Lawyers Title Insurance Corporation, was elected Vice-Pres-

PEARSON

ident. Edward T. Brown, a member of the firm of Watters and Donovan, Counsel to the Board, was elected Secretary-Treasurer of the Board.

Mr. Pearson is Treasurer of the New York State Title Association, and is a Director of Security Title and Guaranty Company, Investors Funding Corporation of New York, Union Mutual Savings and Loan Association and Flatbush Real Estate Board, Inc. Mr. Pearson is also a member of Brooklyn Real Estate Board, Inc., Long Island Real Estate Board, Inc., Bushwick Real Estate Board, Garden City Country Club, Brooklyn Club and Candlewood Country Club, and is active in many local, civic and charitable organizations.

The New York Board of Title Underwriters is the voluntary association of Title Insurance Companies licensed as a rating organization by the Insurance Department of the State of New York. The Board makes and files with the Superintendent of Insurance the standard title insurance rates, rating plans and policy forms applicable in all counties of the State of New York.

EDWARD L. TAGWERKER

COMMISSIONER P. N. Brownstein of the Federal Housing Administration recently announced the appointment of Edward L. Tagwerker as Associate Deputy Commissioner for Operations. He succeeds Carlos W. Starr, who retired.

In his new position, Mr. Tagwerker will direct all field operations and will supervise and coordinate the offices of the Assistant Commissioners for Property Disposition, for Home Mortgages, for Technical Standards, for Multifamily Housing, for Home Improvement; and all Zone Operations Commissioners.

Mr. Tagwerker was named FHA's Assistant Commissioner for Property Disposition in February, 1965.

MAGER APPOINTED

APPOINTMENT of William O. Mager as Assistant Public Relations Manager for Security Title Insurance Company, Los Angeles, California, was announced recently by Edwin H. Badger, Vice President, Public Relations and Advertising.

Mager was formerly Secretary and Director of Public Relations for the California Land Title Association, a state-wide trade organization of land title companies. He has been in the advertising and public relations field since the war, working for such organizations as CPS-Blue Shield, California Taxpayers Association, and the Radio and TV Institute. He majored in journalism at the University of Southern California and is a member of the Los Angeles Press Club.

MAGER

PRESTON PROMOTED

TOM B. PRESTON has been promoted to Counsel for the National Division of Stewart Title Guaranty Company, Houston, Texas, President Carloss Morris announced recently.

A graduate of Syracuse University and Syracuse University Law College, Mr. Preston will handle all legal problems for Stewart Title in California, Arizona, New Mexico, Nevada, Colorado, Louisiana, Mississippi, Georgia and Florida.

He also will act as Claims Counsel for the title insurance firms in those states.

STOCK EXCHANGE OFFERED

ERNEST J. LOEBBECKE, Chairman of the Board of Title Insurance and Trust Company, of Los Angeles, and Charles H. Buck, Chairman of the Board of The Title Guarantee Company (Maryland), of Baltimore, in a joint statement issued recently announced that discussions have been conducted regarding an exchange of stock by which the shareholders of The Title Guarantee Company (Maryland) would be offered the opportunity to exchange, on a non-taxable basis, their shares of capital stock for shares of the common stock of Title Insurance and Trust Company for each share of The Title Guarantee Company. There are 112,000 shares of Title Guarantee capital stock outstanding. The Boards of Directors of each company have approved the basis of exchange, but the offer of exchange will not be made until appropriate approvals of regulatory authorities are obtained. If such approvals are obtained the offer will be conditioned upon an acceptance by 80% or more of the outstanding shares of capital stock of The Title Guarantee Company (Maryland).

In their announcement, Loebbecke and Buck stated that if the transaction is completed, the Title Guarantee Company will operate as a subsidiary of Title Insurance and Trust Company and will continue under its present management.

PRESTON

WILLIAMS ELECTED EXEC. V P

MR. THOMAS A. BALLANTINE, President of Louisville Title Insurance Company, Pittsburgh, Pennsylvania, announced that effective July 1, 1965, Mr. Jesse M. Williams, was elected Executive Vice President of the Louisville Title Insurance Company. The position of the office is a newly created one.

In Memoriam

MARJORIE MURRAY

MRS. Richard Murray (Marjorie), President of the Black Hills Land and Abstract Company, Deadwood, South Dakota, died un-

expectedly at Deadwood, South Dakota. Mrs. Murray was born September 19, 1915, at Lead, South Dakota and had been a life long resident of the area. She and her husband, Richard, owned the abstract company for many years.

CHARLES ZARIGAN

Charles Zarigan, Vice President in charge of the Legal Department of the Commonwealth Land Title Insurance Company, Philadelphia, Pennsylvania, died July 12th at the wheel of his car while driving on Musgrave Avenue in Germantown after he apparently suffered a heart attack.

In May, 1965, he had completed forty-six years of continuous service to the Company. During that time he completed his education at Temple University and Temple University Law School, from which he received his L.L.B. Degree in 1931.

Mr. Zarigan was founder and President of the Association of Title Examiners which has been in existence almost twenty-three years and was noted for its annual seminars on real property law which attracted the widespread interest of the legal and title profession through the State of Pennsylvania.

Mr. Zarigan was chairman of the Eastern Division of the Real Property, Probate and Trust Law Section of the Pennsylvania Bar Association Committee on Significant Real Property Decisions; President, Association of Title Examiners; Member of the Executive Committee of the Pennsylvania Land Title Association; Member of Title Counsel Group in the United States; Pennsylvania Bar Association and the American Land Title Association.

MEETING TIMETABLE

AUGUST 26, 27, 28, 1965
Minnesota Land Title Association
Holiday Inn, Rochester

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
Lamplighter Motor Inn, Springfield

OCTOBER 3, 4, 5, 6, 1965
ANNUAL CONVENTION
American Land Title Association
Sheraton-Chicago Hotel
Chicago, Illinois

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 22, 23, 1965
Land Title Association of Arizona
Pioneer Hotel, Tucson

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

American Land Title Association