TITLE NEWS

THE OFFICIAL PUBLICATION OF THE
AMERICAN LAND TITLE ASSOCIATION ®

NOVEMBER, 1965

PRESIDENT'S MESSAGE

NOVEMBER, 1965

Fellow ALTA Members:

Congratulations to Joe Knapp, Al Long, Frances Elfstrand, the ALTA Executive Staff, and all of the committees for a most successful, enjoyable and profitable Chicago convention.

Committee appointments have been made and many of you have received and will receive requests to serve your association this year. Each of the committee assignments has been considered carefully and was made with the expectation that the person asked to serve would accept and actively participate. Remember, you, the individual member of ALTA, will do the work by which this organization will be known, or shirk those tasks, as you please.

Do you have an idea or a suggestion of benefit to ALTA? Write and give us the thought you have been wishing someone would try or do something about—possibly this year we can. We want each member to take an active part in our association. Let us try to shorten the long miles between us by communicating often by mail, telephone or telegram with each other and not wait for a mid-winter conference or annual convention to exchange ideas.

Vera Rose and I look forward with eagerness and anxiety to a busy and active year. We enjoy visiting with you at your State Association conventions. We have a strong belief in the ideals of the ALTA, and from this belief springs great hope for the days ahead.

Yours truly,

Don B. Nichols

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FEATURES

DEPARTMENTS

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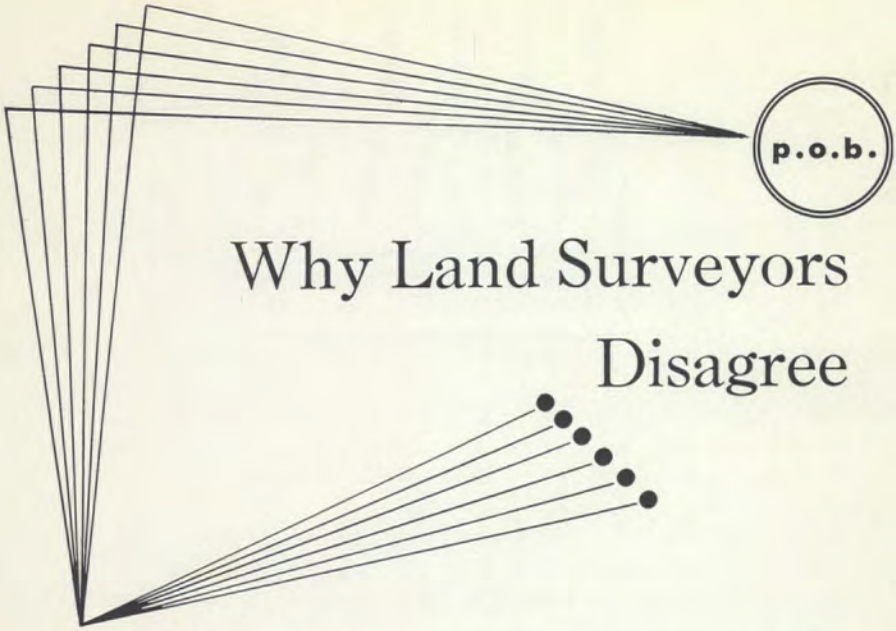
ON THE COVER: A "practical visionary;" a man with a sense of history; a determined individual with a spark of leadership and dedication; a master of detail wth a touch of subtle, gentle humor. This is Don B. Nichols, Owner of the Montgomery County Abstract Company, Hillsboro, Illinois, who was elected October 6, 1965, to serve as President of the American Land Title Association.

JAMES W. ROBINSON, *Editor*
FRANK H. EBERSOLE, *Assistant Editor and Manager of Advertising*



Why Land Surveyors Disagree

By Robert H. Davenport, Manager Plant and Engineering Departments, Washington Title Insurance Company

Robert H. Davenport is a native of Seattle and graduated from the University of Washington in 1938 with a B.S.F. Degree. Before joining Washington Title in 1946, he served as a surveyor with the U. S. Bureau of Land Management from 1937 to 1941 when he joined the U. S. Army and was attached to the combat engineers and G-2 of the 41st Infantry Division. From 1945 to 1946, he served in the surveying division of the U. S. Corps of Army Engineers.

He was named manager of the Engineering Division in April of 1956 and was elected assistant vice president in 1958. He is a member of the Arctic Club, Engineer's Club, Land Surveyors Association of Washington and the American Right of Way Association.

He is married and the father of two sons and a daughter.

THE Scripture text for our discussion this afternoon is taken from The Book of Deuteronomy, Chapter 27, Verse 17: "Cursed be he who removeth his neighbor's landmark. And the people shall say, amen." This is from the King James Version. The Davenport Revised Version reads like this: "Cursed be he who removeth his neighbor's landmark. And the *title* people shall say, amen."

This is by way of illustrating the fact that the surveying business has been with us for a long, long time. There are many references in the Bible to landmarks, or boundary lines, or land ownership. There are those who feel that this justifies the statement that land surveying is the *second* oldest profession in the world's history.

A primary cause of conflict and disagreement among surveyors is the point of beginning of a description. This is well illustrated by the story of the new title man confronted by a long metes and bounds description for the first time.

What bothered him was the fact that the description began on a

county road, and then consisted of many bearings and distances, making its way to the tract under consideration. The novice title man was quizzing the surveyor as to why he made the point of beginning so far removed from the property. The answer was obvious to the surveyor, "That's where I parked my car."

This point of beginning business does cause trouble, both among surveyors and among title people. I'm thinking especially of a short subdivision wherein two descriptions begin at opposite corners and result in an overlap in title. It is possible, of course, that the subdivision is long, and we could be saved embarrassment by a gap between owners. I don't know what the odds are on this happening, but it does suggest a solution. Why not appoint a committee to take a random sampling of subdivision distances in the state —to determine the ratio of long subdivisions to short ones. This group could supply us with data for various areas as to what the odds were in that locality that the subdivisions were oversized. Each title company in the vicinity could then save itself a lot of time and research by taking a chance on the possibility of a gap. The money saved could then be used to enlarge its claims department.

But to get back to the point of beginning, there are those in the surveying profession who can be a help to us here. Many of you have had a call from a surveyor telling you that he has been hired to set stakes for Mr. Jones, using a description in one of your title policies. This call in itself may be enough to give you that sinking feeling in your tummy. His next remarks are to the effect that Mr. Jones is occupying only 98 feet of his 100 foot tract, due to the fact that Smith, his neighbor, has the other two feet fenced. When you check the record, you often find that the subdivision is short, and the descriptions of the two tracts begin at opposite ends. I am sure many of us have found ourselves in this predicament.

Now, it is generally recognized that the responsibility of the surveyor is to mark on the ground the boundaries of a tract according to its deed description. Some of those practicing the profession go beyond this, however, and delve into the question of paramount title. You will be asked which tract was cut out first, and it may behoove you to dig out the information for the surveyor. In some instances he is able to satisfy his client that his neighbor's tract was the first one deeded out of the subdivision, and he, the client, could only get what is left. Questions of survey in schedule B could possibly protect your pocketbook here, but a little extra information might well save you some adverse publicity.

It can be readily seen that here is an ideal spot for surveyors to disagree. Coming from different starting points, and using standard subdivision distances, the possibility of their meeting on a common line is practically nil. Title people must recognize the nonexistence of standard subdivisions and protect themselves accordingly.

It is accepted practice in surveying that excess distance in a block of lots is prorated, so that each lot

gets a share of the extra footage. Likewise, a shortage would result in each lot losing its proportionate share. In both instances, we must admit, the surveyor is doing some of the court's work. He is an expert on measurements, with a bit of lawyering on the side.

The remnant rule is in contrast to the theory of proration. This is the system wherein the overage or shortage is placed in the irregularly dimensioned last lot—rather than spread over the whole works. This is also accepted practice in surveying. Trouble arises when someone is a bit hasty in applying either system.

When two surveyors come up with different answers in pinning down property in a mis-measured block, it is often due to the amount of research each one does. Proration should be a rule of last resort. If there is proof where the excess or deficiency belongs, then the discrepancy should be placed where it occurs. In other words, a mistake has been made—and effort should first be put into locating the exact spot where the error occurred. If the plat surveyor made a ten-foot error in one lot—this should not be shared by all the owners in the block.

Applying the r e m n a n t rule should also be carefully done by the surveyor. There are situations where the rule is a n a t u r a l, and the last lot in the block would benefit or suffer. Where the last lot is left without dimension, or its measurement is given a "plus or minus" qualification—the remnant rule has merit. The fact that the last lot has a non-standard size does not necessarily mean that *it* is wrong, and all the others are

Robert Davenport

correct. Occupation lines, insofar as they represent original staking, could well enter the picture here.

We had one case in King County where the surveyor prorated a called distance to a point of beginning, because of an overage in the quarter section. This is not a true application of the proration concept, and it did not stand up in court.

The application of proration or the remnant rule is in the hands of the surveyor. Title people should understand that there is always the possibility of excess or deficiency in recorded distances, and be alert to the use of these surveying principles.

As mentioned a little earlier, a surveyor marks on the ground the location of the deed description. He cannot, in surveying his client's tract, include land not included in the deed, nor omit property which is included. This leads us into a m a j o r cause of disagreement among surveyors.

There are those in the surveying profession known as fencers, fence straddlers, or even picket picadors.

These are the boys who save much time and effort by assuming a fence corner to be the true property corner—and take off from there. There appears to be a bright spot on the horizon concerning this area—at least in our own state. Land surveyors are taking definite steps to upgrade their profession, and the number of these fence busters is dwindling.

To survey a tract of land properly is not always a simple and speedy job. Much research must often be done, and many hours could be spent on preliminary field work. The presence of long-standing occupation lines can be a tempting morsel. There is no doubt that the path of least resistance would be right down that old fence line. And probably in many cases everyone would be happy. It takes a certain amount of courage to climb over a fifty-year old fence and drive a stake three or four feet inside the neighbor's land. This, you might say, separates the surveyor from the fence man.

Surveyors can get into real trouble by placing stakes according to fences. We have a case pending in our area which illustrates this quite clearly. In surveying a tract for his client, our man found that the east line of the property, according to the written title, did not quite reach an existing fence—by some three or four feet. The owner asked the surveyor to place his stakes on the fence line, because it had been there 25 or 30 years, and no one could possibly dispute it. So our boy did so, and now the attorney for his errors and omissions insurance is defending him.

It seems that the owner was planning to construct a commercial building up to the property line—in this case the fence line. After the concrete was poured the neighbor on the north objected, pointing out that our owner had no title to the three or four feet. What interest this northerly neighbor had I fail to see. Anyway, he scared our owner off, and he had the building redesigned and relocated to fit the written title description. So now our surveyor, a more or less innocent bystander, is being dragged into court for an alleged error, and being sued for several thousand dollars. The lesson to be learned here is for the surveyor to stick to his man's deed description—or protect his survey plat with all manner of qualifications.

Written Title Lines

We in the title business recognize the presence of written title lines and possessive title lines, and wherever the twain shall meet, we get a break. Likewise do we know that it is possible that the two lines can be identical—and many times are. One might say that this is our goal—that the two become the same — and all of us have helped bring this about. We should encourage recorded instruments that realign adjoining property descriptions and make them compatible.

We all have heard the well-worn argument—(and I quote) "You know doggone well that no judge is ever going to change that line—that fence has been there for fifty years" (end of quote). Yes, we agree, no judge is going to change that line—we are just waiting for him to say it *is* the boundary line. When he does, the

problem has been solved.

I have had a personal experience in this area which ended up on a little different note than usual. Some thirty years ago one of our local surveyors split up some land for a client—basing his survey on an existing fence as being the proper south line of his man's property. The land was divided into four parcels to distribute to his children. Recent surveys show the resulting property lines to be some 100 feet removed from their proper written title descriptions. Evidently the original fence was placed by a pretty rough guess.

We entered the picture when we were asked to write an extended coverage owner's policy involving a new motel. Conferences with the original surveyor always ended up with (and I quote) "You know doggone well that no judge, etc" (end of quote). This old time surveyor, I know, has me placed as a comparatively young whipper-snapper who doesn't know what he is doing. I have since learned that this old time surveyor wasn't even licensed.

Next on the scene is the brother-in-law of the maiden-lady owner, and who was also the owner of the adjoining tract. He came over from another state to convince us how wrong we were in insisting on an exchange of deeds amongst the owners. We discuss the matter thoroughly, and it ends up the same (and I quote) "You know doggone well," etc. (end of quote). The only difference is the disclosure of the unusual occupation of this brother from the neighboring state. He owns a title company there—and he sure as heck cannot understand our screwy attitude.

Don't get me wrong, well established fences *can* control surveys at times. Consider the case of an older recorded plat, so indefinite in its layout that no two surveyors could possible come up with the same answer. Probably all of you have run across recorded plats wherein distances are noticeable by their absence, and bearings are absolutely forbidden. This situation usually arises in cases where there was no field work done in preparing the plat—resulting in what we call a "paper" plat.

In resurveying a lot in a recorded plat, the surveyor is charged with the responsibility of staking the tract in the same location as it was originally. This is a difficult assignment when the lot was not marked on the ground in the first place. So the best he can do is take an educated guess at the intent of the plattor, and stake it accordingly. A big help here is some evidence on the ground indicating how the tracts were occupied by the first owners. In these "paper" plats, many times the best evidence is the fences in existence.

Occupation Lines

Probably we can come up with a general rule here: If a surveyor has a good deed description to work with, one that is clear and definite, he should climb over those old fences and drive his stakes according to the description. If he is confronted with a description, or plat having indeterminate boundaries, he should start looking for occupation lines. We just hope he will give the description a fair shake first.

Still another very disconcerting situation comes to mind—one that raises its head a surprising number of times. I am referring to the recorded plat which, in order to clarify the lot dimensions, and make things easy to understand, has on its face the following note: "Lot dimensions and areas are calculated to street centers." It would appear things would have been much clearer if this had been left unsaid.

Granted the ownership of a lot carriers title to the middle of the street, subject to the public easement, but what constitutes the boundary of the lot? It is easy to contemplate several interesting situations here. Suppose, for example, your insured has a portion of a corner lot in one of these plats, with both his north line and east line f r o n t i n g on platted streets. Let's give him (on the record, that is) the north 50 feet of the east 100 feet of the lot. Now comes the surveyor to stake out this tract. Suppose he figures the lot boundaries to be the street centers, and our boy ends up with a net tract size of 20 feet by 70 feet, exclusive of half the street widths. How long do you think it will take for the insured to get in touch with the insurer?

Although the weight of opinion in this situation appears to be on the side of the lot being exclusive of platted streets, the decision is not necessarily an automatic one. Once again, possession lines could indicate the intent of the plattor. As in many areas of disagreement, the best way out is an agreed boundary line.

It has been stated by an otherwise competent legal authority in our association that when two surveyors are in disagreement they invariably excuse it by saying they were on different meridians. Being a surveyor, and therefore being occasionally in disagreement with others, I would like to state my disagreement with this legal authority. I find it extremely difficult to believe that a practicing surveyor would not understand the theory of a reference meridian. However, I'm sure some of you will come up with a few shining examples of same.

It may interest you to know, that in talking with surveyors, I hear tell that some of us title people don't understand the theory of a basis of b e a r i n g s ourselves. Since this is fundamental in writing descriptions that are insurable, we'd best have it pretty well in mind. All bearings are relative, and let's be sure that all of ours are closely related.

I had an interesting talk with one land surveyor concerning the problems he faces in staking out property. He listed them in the following order:

1. Misplaced, lost, or m o v e d monuments.
2. Indefinite descriptions.
3. Traffic.

This business of moving monuments is a very serious one—but one in which title people may not be involved—except in helping to straighten out the resultant controversy.

C o n s i d e r an unrecorded plat wherein all the lots are tied to the northwest corner of a government lot. This particular plat was surveyed 25 years ago, using a railroad spike driven into a cedar stump for the northwest corner of

the lot. Fences were built and property occupied on this basis. The railroad spike has long since disappeared, and the corner location covered with a paved street.

Present day surveyors must locate this subdivision corner by accepted methods—and the resultant point for the lot corner is some six feet north of the ex-railroad spike. If the plat surveyor made an error of 6 feet, age does not correct this mistake. The big problem here is to convince the owner (who set his fences by the original stakes) that his lines are 6 feet off. Of course, we recognize that his possessive title between fences is probably as good as gold, but we would like to have his occupied area consistent with his written title.

If only there was a simple, quick, low-cost, no trouble way to realign property lines. Getting the ball rolling, and keeping it rolling —after you have convinced all the owners that the whole thing is necessary—is the big problem. To make it tougher, there is usually only one of the group who really needs to straighten out his lines—he is trying to get some title company to insure questions of survey.

In our area we now have a good explanation for roving monuments —it is all due to the recent earthquake. Maybe, in the future, surveyors will get a break—and all monuments will be properly located, and pinned down by accurate coordinates. We may even work our way up to the surveying level of the early Egyptians, who developed a system of accurately resetting monuments by coordinates after the annual spring floods of the Nile River.

The bravery of land surveyors is variable. Many step in where others may fear to tread—and end up in interesting predicaments. Who, in the title business, for example, would venture to preguess a court on lateral boundaries of tide and shorelands? Most of us stay as far away as possible from making a determination of the direction of these lines. Yet there are land surveyors amongst us who cheerfully take on this responsibility. Needless to say, this situation forms a very healthy climate for disagreement to flourish.

Of course, the land surveyor is in a spot not of his own making here. The owner has already contacted the title company. He just can't believe that those title people —who know all the answers of land ownership—don't know what happens to his side lines when they hit the beach. But now that he thinks back, he did get a blank look once before when he asked a title man a tidelands question. At that time he had asked what it would cost to change his second rate, second-class tidelands into first class ones.

But his next step is pretty plain to him. If the title people won't tell him where his lines go, he'll have an official survey made, and find out for himself, and believe it or not, this is possible. If he gets hold of one of these braver surveyors—and gets his lines staked and described—the title people better have some ready answers as to why they won't insure it.

Many times then the surveyor is a last resort, and he likes to come up with an answer for his clients. In most cases, his answer should be: "Get together with your neigh-

bor, agree on a line, and I'll be happy to monument it and describe it. Then when you put something of record pinning down the location and the ownership, that title man better insure it. If he won't, his competitor will."

By this time you will have noted that I seem to be pushing boundary line agreements. But I don't think that my advocating these instruments will force you to put on additional help to get them posted to your books.

Producing Side Lines

Speaking of boundary line agreements, I am reminded of the story I ran across in my research on this project. "It seems that some time back the line fence between Heaven and Hell was destroyed, and the adjoining owners got together to re-establish the common boundary. St. Peter represented Heaven and the Devil spoke for the owners of Hell. After some discussion, a boundary line agreement was deemed to be the solution. Whereupon, St. Peter suggested they meet again the next day, and he would bring a surveyor to establish the line and an attorney to prepare the instrument for their signatures. The Devil agreed to this, but added, "You'd better let me bring the lawyer, I think I can find one a lot quicker than you can."

The foregoing remarks on lateral boundaries can also be applied to producing side lines across vacated streets. The latest pending court case coming to my attention was handled exactly right—except for the final step. Five lot owners got together, hired a surveyor, agreed on adjoining boundaries over a vacated street, had the lines staked, and then neglected to put anything of record.

Now they are faced with a new owner of one of the tracts—and he doesn't like the way the vacated street was subdivided. If he has his way, the man next to him is going to spend several hundred dollars relocating his driveway. It appears to me that the newly purchased property by the plaintiff *did* get the short end of the stick —but the stick wasn't permanently nailed down. There should have been another boundary agreement for you folks to post to your tract books.

As mentioned earlier, there is a definite move in our state to upgrade the land surveying profession. What I have seen indicates a definite improvement. This move is being led by the Land Surveyor's Association of Washington and is state-wide.

Last year the association held its first annual state convention in Yakima. It turned out to be very successful, and number two is scheduled for later this year. As in all association get-togethers, the idea is to work out problems common to the profession.

Under study presently is the feasibility of recording surveys in the county auditor's office. This requirement is a fact in some states, and the land surveyors in Washington are concerned with the idea of promoting such a requirement here. Needless to say, there is some opposition in the preliminary discussions, but the majority seems to be in favor of the idea.

Those in favor like the idea of being able to determine who has done survey work on the property

—with the chance of studying his methods if a controversy develops. It would, the advocates feel, open the door for discussion of conflicting ideas. It may also encourage better work — if the surveyor knows his map will be a matter of public record.

Some of you are wondering what possible good could come of

Survey In Files

recording some of the surveys you have seen, and I will have to join you in this thinking. It would mean strict regulation of the quality of surveys that are to be recorded. In other words, the maps would have to have certain information on them before being made a part of the public record. A survey map showing only a rectangular tract with corner stakes indicated, probably would not be equal in value to the cost of recording it.

There is no doubt that many times the availability of an accurate survey would be a boon to those in the title industry. Can you imagine having a completely detailed and loaded-with-information survey awaiting you in your take-off files? There are many qualified land surveyors in the state with information in their files that would benefit us greatly. One can't help pondering the possibility of these boys taking a dim view of making this available to the general public.

You needn't worry about taking on additional personnel to post all these surveys to your books. The people you hired to post my proposed boundary line agreements can handle this job, too.

Before I had the nerve to present this talk to you, I felt I had to have it edited by an experienced after dinner speaker. Even though my hand picked critic is not exactly an authority on after-coffee break talks such as this, I did ask him to look it over and to make any comments or suggestions he might have. I don't know whether he read it or just weighed it, because his comments were quite terse. My critic had just two suggestions to make. Number One was that my talk was too long—I could cut half of it out and it would never be missed. Suggestion Number Two was that it didn't matter which half I cut out.

We are now well into the second half.

A real problem for land surveyors is an indefinite land description. And, as you all are aware, our public records are pretty well cluttered up with them. There isn't much we can do to change those that have already slipped past us, but we can curtail somewhat those presently being written. There are many rules for writing descriptions, and in years past many of these rules were pretty well ignored; and, I might add, there are instances of their being ignored today. Interpreting these early attempts at describing land is the job of the land surveyor. It is an area wide open for differences of opinion, and many times we can help these people see things in the same light. The title of the original grantor and the deed description of adjoining owners could well be a big assist in straightening things out. Of course, there are instances where no two surveyors could possibly come up with the same answer. For instance, a tract is described

as the south half of a government lot, the south line of which is adjoining a body of water. Or the south 10 acres of said lot. Would any two surveyors put the north lines of these two tracts in the same locations? Excuse the expression, but how about an agreed line?

Good Surveyors

These land surveyors are the link between the written title and the possessive title, and their problems are our problems. When we write descriptions, let's make them as definite as possible, and leave nothing to the imagination. Anything we can do to ease the problems of surveyors will eventually benefit us.

We are fortunate in our state to have a supply of good land surveyors. You know, and I know, that there are exceptions to this, and you may think that most of the exceptions are concentrated in your area. In general, however, we do have some good boys in our midst, and, as I stated before, they are making progress in improving themselves.

Bear in mind that we, as title insurers, can have a lot to do in making good surveyors out of bad ones. And surveyors can even make a few contributions to improving the abilities of title people. It has long been my contention that land surveyors should have several month's training in the title business in order for them to see the entire picture. This may not be practical, but we *can* give them some of our time and information. And it would probably be of benefit to a title man to tag along with a surveyor to see more clearly the relationship between the written and possessive title. We all must recognize that not all tracts of land are square or rectangular in shape—and flat as our desk tops.

During the past several months I have made an extensive survey of surveyors and their relationship to the title industry. In fact, I have been able to parlay the preparation for this talk into several free lunches. At all of which, of course, we discussed our mutual problems. I have come to a definite conclusion on the connection between the two, and would like to pass it on to you. To simplify it, I have reduced it to an easily understandable formula. It goes like this:

$$LP = \frac{R(y-n)}{CF}$$

"LP" is the loss probability—the possibility of a loss from using a bum survey. This will be expressed as a percentage.

"R" is the reliability of the surveyor who made the survey. How reliable has he been in the past? What is his record? This is also a percentage.

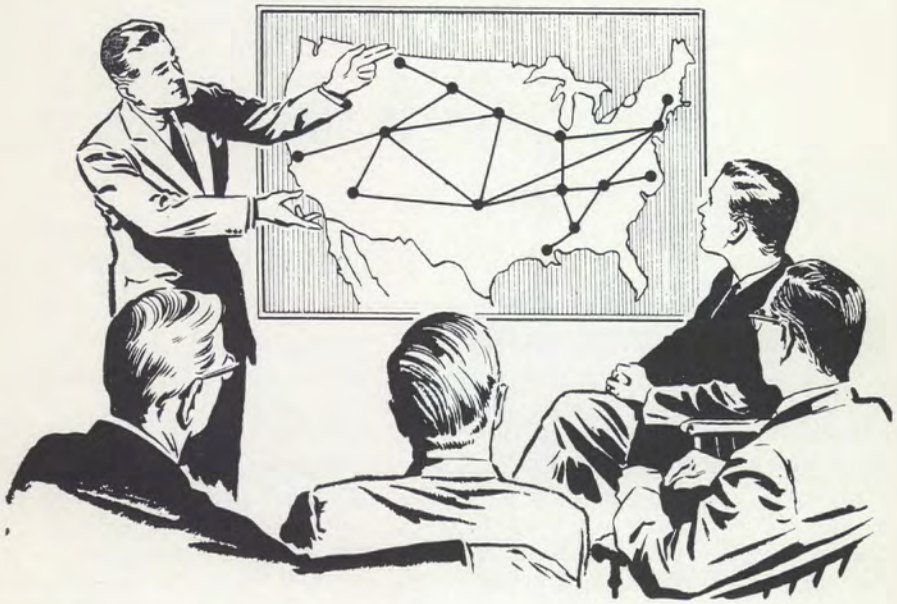
"Y" is the number of years the surveyor has been in business.

"N" is the number of times he has been in court during "Y" defending his surveys.

"CF" is the chicken factor, a constant, reflecting the attitude of the title company trying to determine the loss probability.

Think that formula over—I'm sure you will find it makes sense.

MBA QUARTERLY ECONOMIC REPORT SCORES GOVERNMENT —SET INTEREST RATES



The latest Quarterly Economic Report of the Mortgage Bankers Association of America boldly takes to task the fallacy that mortgage interest rates can be set by government fiat. Pointing out that the Banking and Currency Committee of the House of Representatives recently stated that "interest rates are manmade and as such are controlled by man," the MBA Report stresses that "the clear implication is that 'man-made' means 'government-made'." At the same time, the House Committee criticized the House and Home Finance Agency and "responsible officials" for not having been sufficiently diligent in maintaining what are termed "responsible interest rates".

Written by Miles L. Colean, MBA's consulting economist and a national authority on housing, the MBA Report questions what is

"reasonable" and asks who is to determine what is "reasonable." For instance, the MBA Report points out, the committee does not explain "why 5¼ percent is reasonable in one instance and unreasonable in another, nor why a 3 percent or a 4 percent rate is justified for some loans but not for others, nor why the specified rate rather than some other rate is chosen in particular instances. All such decisions are a matter of governmental fiat, arrived at without evidential backing, according to the current official whim and subject to change on the same basis.

"In order to make the controlled interest rate effective," the MBA Report continues, "the discipline of the market must in some way be by-passed. In the direct lending programs, instead of allowing the rate on these operations to follow the rate at which the government itself has obtained money, as has heretofore been the case, the new plan arbitrarily sets the rate and lets the Treasury absorb the difference between the set rate and the market rate whatever it may be, thus involving a concealed and indeterminate subsidy.

"A more complicated approach to the same end is followed in the insured financing of dwellings for displaced person. Here the Federal Housing Administration insures the mortgages (with no insurance premium), which are acquired by the Federal National Mortgage Association at par with the stipulated 3 percent rate. FNMA then may issue obligations against a pool in which these mortgages are included, allowing on its notes such interest as the market may require, the difference between what FNMA pays and what it receives being drawn from the Treasury.

"A third method of attempting to insulate an officially set mortgage interest rate from the influence of the market is that provided for non-farm home mortgages to be made and insured by the Farmers Home Administration. This scheme permits the Secretary of Agriculture to sell to private investors below market rate home loans that are guaranteed as to principal and interest with an agreement that they will be repurchased at par at the option of the holder. As the Senate Banking and Currency Committee states in its report on the 1965 housing legislation, 'the committee expects that such repurchase agreements will be used and that the length of the period will vary from time to time to the end that these obligations will readily move in the fluctuating private investment market at all times'—an ingenious if hazardous method of overriding the facts of financial life and exposing the federal government to an indeterminate cost."

The MBA Report emphasizes that "the idea persists that an effective interest rate ought to be whatever it is officially designated to be and that there must be some way of validating this hypothesis.

"If the purpose of the committee cannot be achieved by freezing interest rates and discounts in the expectancy that private investors will be forced to accept less than a going yield, then resort may be made to the substitution of government credit for private credit," the Report warns.

"As we have seen, however, this step does not entirely free the op-

eration from the forces of the market since the governmental agencies involved must pay a going rate of interest when they in turn borrow to replenish their funds. The question remains: Is it possible to force the going rate to conform to the established lending rate?

"One approach," the Report stated, "would be so to inflate the money supply through Federal Reserve action as to force interest rates down to the desired level. In effect, this was what was done during the war and early postwar periods (prior to 1951). So long as investment opportunities were limited by wartime restrictions, savings stimulated by the depletion of stocks of consumer goods, price and rent controls stringently enforced, and patriotic sentiments maintained, the method appeared to work.

"The resurgence of demand at the end of the war, however, broke down the restraints, while the flooded money supply created a wave of price inflation which pushed with especial vigor on construction costs at the same time it began to discourage investment in fixed-dollar obligations. At length, the need to restore the interest rate to its governing function was reluctantly recognized; the subservience of the Reserve authorities to the Treasury was ended; and the money supply gradually brought into a sounder relationship to the actual growth potential of the economy. Again, after a costly experience, it was found that the force of the market could not be indefinitely circumvented; and the attempt to the contrary was abandoned.

"One other way for government to attempt to control interest rates remains. This would be to increase taxes sufficiently to provide funds for the credit operation without recourse to public borrowing. But this possibility is one in theory only, for its stifling effects on the private sector of the economy would plainly be so disastrous as to prevent its attempt.

"Even if any of the supposed means of circumventing the market could be effectively launched," the Report emphasizes, "the problems of a controlled credit system would by no means be at an end. Demands for favored treatment would constantly grow, more and more arbitrary methods of allocating funds would have to be introduced, controls of credit would have to be extended to controls of other sectors of the economy. In the end, a collapse of the system would be unavoidable."

In concluding the MBA Report, Mr. Colean quotes from a letter sent by the Secretary of the Treasury to Senator Wallace F. Bennett (R.—Utah) in response to an inquiry during the Senate's consideration of the recently passed omnibus housing bill which reads as follows: "I am concerned over the implication of those provisions that a flat 3 percent rate should be established under these programs (college housing, elderly housing, and moderate-income housing). Past experience suggests that rigid rates of this kind for Federal credit programs have perverse and unintended budgetary, program and economic effects."

The MBA Report asks, "How long will it be before the perverse effects are recognized?"

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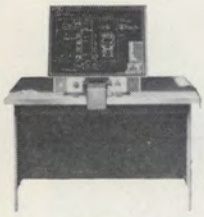

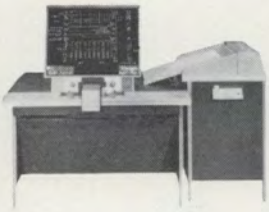

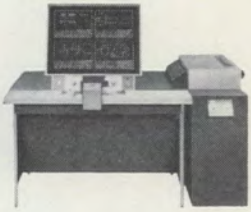

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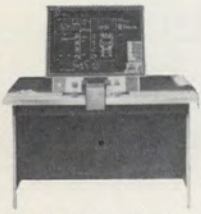

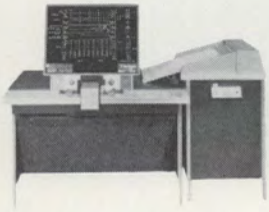

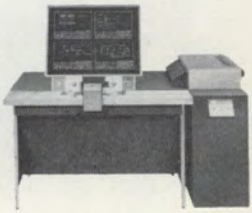

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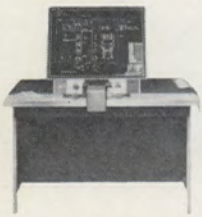

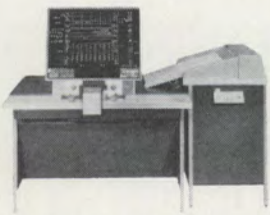

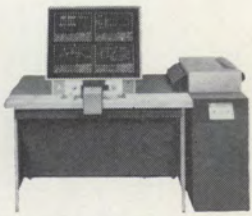

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State Association

CORNER

Paul V. Crowley (right) was the first registrant at the New Mexico Convention. He is greeted by Jim Wycoff as Mrs. Billy Vaughn presents a badge.

Newly elected President is Gene Briggs of Farmington, New Mexico

"MAIDEN" SPEECH FOR McAULIFFE IN NEW MEXICO

While certainly no stranger to the platform, having served as a trial attorney for two Government agencies, and having addressed many groups in his capacity as head of the Medical Ethics Department of the AMA, William J. McAuliffe, Jr.'s first opportunity to speak to a group of ALTA members came at the annual convention of the New Mexico Land Title Association, September 11, in Hobbs, New Mexico. McAuliffe's speech, summarizing recent national events of interest and importance to the nation's titlemen, was extremely well received by all New Mexico members.

LEFT TO RIGHT: Frank Morrato, Billy Vaughn, Mary Morrato, Rita and Chuck Lanier, E. Morten Hopkins and Barbara Vaughn.

The luau at the pool side was a huge social success.

Another highlight of the convention was the appearance of R. F. Apodaca, Superintendent of Insurance of the state of New Mexico. Mr. Apodaca presented an analysis of the new title insurance agents' law enacted at the recent session of the New Mexico legislature. Mr. Apodaca, with many years of experience as Insurance Commissioner, was friendly but firm in his outline of the requirements of abstracters and title insurance companies in serving the New Mexico public.

Social events included an Ice-Breaker Reception on Thursday evening, September 9, and a luau at the pool side and featuring Hawaiian music and party punch in 300 lb. cakes of ice, along with a buffet featuring a centerpiece of the traditional suckling pig.

The following officers were elected to serve for the coming year:

President: Gene Briggs, Farmington
First Vice President: Gregg Salinas, Santa Fe
Secretary: E. Morten Hopkins, Carlsbad
Executive Secretary: Bill Vaughn, Albuquerque

E. Gordon Smith is served the first glass of luau punch.

ABOVE: Jim Wycoff and Billie Ruggs, both of Hobbs, and Maxwell Higginbotham of San Antonio "live it up" at the Hawaiian party.

Installation banquet at the Utah Convention

UTAH ELECTS GARRETT

LEFT: Kenyon Gurr, outgoing President. RIGHT: Weston Garrett, new President.

A lively crowd enjoyed the entertainment at the annual banquet.

At the annual convention of the Utah Land Title Association in Salt Lake City, Utah, September 16, 17, and 18, Weston Garrett of the Security Title and Abstract Company, Provo, Utah, was elected to serve as the Association's President. Robert B. Young of Bountiful, Utah, was elected Vice President, and Rex C. Matson of Provo, Utah, was named as Secretary.

It was an unusually successful convention with many outstanding speakers from several title insurance underwriting companies.

Representing the American Land Title Association was Alvin R. Robin, Chairman of the Abstracters Section. Mr. Robin drew upon his many years of experience in the abstracting and title insurance profession to give some sound advice to the Utah members, not only on matters pertaining to the mechanics of their business but also on how to anticipate and prepare for changes which are sure to come within the next few years.

Representing ALTA was Alvin R. Robin (right) Chairman of the Abstracters Section.

ROBIN STIRS MINNESOTA TITLEMEN

Past President, Walter Engman; Secretary-Treasurer, A. L. Winczewski; newly elected President, Edward W. Simonet, Jr.; Board Member, K. B. Skurdal; Vice President, Gerald Johnson.

Presentation of Past President's Plaque to Harry Newby and Don Duerre by A. L. Winczewski.

An outstanding contribution to the success of the meeting was made by Alvin R. Robin, Chairman of the Abstracters Section.

Alvin R. Robin, Chairman of the Abstracters Section, was a sensation as the ALTA representative at the annual convention of the Minnesota Land Title Association in Rochester, Minnesota, August 26, 27, and 28.

"The abstracting business," Robin said, "is changing rapidly as more urban centers switch to land title insurance as a method of protecting the buyer." He indicated his company now issues title insurance in 90 per cent of its cases, whereas in 1945 the ratio was 9 to 1 in favor of abstracts.

Robin also predicted that some day centrally-located computers may contain the vast land records now deposited in county court houses. The computer, when properly instructed, would search its "memory" and type a complete abstract.

The MLTA Convention began with an Ice-Breaker Reception Thursday, August 26, at the motel pool side. Friday morning's business session included a lively panel discussion, "Title Insurance and the Abstracter," moderated by Edward W. Simonet, Jr.

The Annual Banquet was held at the Rochester Golf and Country Club Friday evening, August 27. Elected to serve as the Association's President during the ensuing year was Edward W. Simonet, Jr., of Stillwater, Minnesota. A. L. Winczewski of Winona, Minnesota, was re-elected Secretary-Treasurer.

AFFIDAVITS

BY MAURICE A. SILVER

Reprinted from Title Comments New Jersey Realty Title Insurance Company, Newark, New Jersey

Browsing in and out of law reports, an Illinois case, dealing with the sufficiency of certain affidavits, brought to mind the fact that our conclusions as to the marketability of titles depend so much upon affidavits. These affidavits touch on every conceivable problem that may be present in a chain of title, and are relied upon in overcoming a gap in the chain or a possible gap, in determining family history, in supporting title by adverse possession, in matters affecting trusts—the list is endless and varied.

The acceptance of these affidavits has long been a part of the established custom and usage among title attorneys as a practical solution to problems of title, without which transfers would be hampered and not infrequently expensively uncertain. These affidavits are accepted not because they necessarily establish the facts recited as a matter of law, or that such affidavits have, generally speaking, probative value, that is, that they will be accepted as evidence in a contest, but rather because they give us the moral certainty that the title will not be assailed by a missing heir, by a judgment creditor, by a pretermitted child. And in this established custom of title supported by affidavit the movement of title is thus facilitated.

Considering the importance which these affidavits acquire we would suppose that they would be

prepared with care and skill. We often find that these affidavits, instead of stating facts, contain a conclusion of fact or a conclusion of law, or are drawn in the staid language of the lawyer rather than in the language of the layman. An affidavit to establish adverse possession may state that the affiant knows that the reputed owner was in possession and that his possession was open, notorious and continuous for a period of twenty years. The facts are not set forth, only the conclusion. An affidavit setting forth the family history of a deceased owner may exhibit a similar deficiency — a statement of the ultimate fact. We recall a situation in which a foreclosure proceeding was involved. The party defendant was a sister of the owner, then deceased. It was alleged that she was the sole surviving heir, and in support of that fact her affidavit was submitted. The affidavit contained the statement that she was the sole surviving sister of the brothers and sisters of the decedent, all of whom predeceased the owner. This led to the call for details. It was then disclosed that there were nine brothers and sisters who were survived by children, but in the mind of the layman she was the sole heir of her brother because of the degree of her relationship to the decedent, to the exclusion of her nieces and nephews. The attorney who drew the affidavit accepted that conclusion.

This brings us to the Illinois case, Clark v. Jackson, 222 Ill. 13, 78 N.E. 6, referred to above. It involves a specific performance suit, and among the defects complained of was the absence of proof that persons who conveyed as the heirs of John Carnagey were in fact his only heirs. An affidavit made by Gilbert Carnagey, 75 years of age, was presented to the vendees and rejected by them. The court held that the defect was not cured by the affidavit.

"Neither was the affidavit of Gilbert Carnagey sufficient, for the reason that he swears to a conclusion, and not to the facts, as to the heirs of John Carnagey. If under this contract it could properly be shown by affidavit attached to the abstract that certain persons, grantors in one deed, are the sole and only heirs of a preceding grantee in a chain of title, such affidavit should set forth with the same certainty and precision with which such facts must be proved in court in a contest over the title."

Ex Parte Statements

The Court pointed out that these affidavits are ex parte statements and not subject to cross-examination, "and hence the statements therein contained should have left nothing to conjecture." A witness in a court would not be permitted to testify that certain persons are the heirs of a deceased person, but would be required to state who are the children, whether any are dead, and if so, when they died, whether they were survived by any child or children, "and so on until all material facts should be thus developed; and the court would be in a position to determine whether or not the persons in question are the sole and only heirs-at-law of the decedent." The attorney, in drawing the affidavit for this purpose, should keep in mind the New Jersey Statute of Descent, elimi-

nating each prior category by proper questions, so that the ultimate fact of succession will then speak from the facts recited in the affidavit.

What has been said is applicable to all affidavits, facts are the essential ingredients. Not infrequently the skill and knowledge of the draftsman are mirrored in the affidavit he draws. Some of the difficulty is caused by affidavits prepared by a broker, whose acquaintance with the law of real property has been acquired by ear. The attorney will be ill-advised to accept, indiscriminately affidavits to bolster questionable titles. Affidavits are ex parte statements and, as stated in the Illinois case, and supported by authority in New Jersey, are inadmissible in a court. In another connection, but speaking of affidavits, Chief Justice Beasley, in West Jersey Traction Co. v. Camden, 58 N.J.L. 362, 33 A. 966, said: "Such oath has no semblance of juridical testimony. The rules of evidence are not applied to it, and it is used against a party who has no knowledge of its existence. Such a basis as this is incapable of supporting anything in the nature of a judicial decision," quoted in Staley v. South Jersey Realty Co., 83 N.J.E. 300, 90 A. 1042.

See Annotation in 7 A.L.R. 1166 @ p. 1171 for cases in other jurisdictions regarding the use of affidavits to support a title with regard to heirship, identity, marriage, etc.

Where the marketability of a title depends on a fact the rule was laid down in Barger v. Gery, 64 N.J.E. 263, 53 A. 483—the title is deemed marketable "when (1) the fact is so conclusively proved in the suit for specific performance that a verdict against the existence of the fact would not be allowed to stand in a court of law; and (2) where there is no reasonable ground for apprehending that the same fact cannot be in a like manner proved, if necessary, at any time thereafter for the protection of the purchaser." Notwithstanding this rule it is also true that the doubt must be substantial. Rosenson v. Boehenek, 102 N.J.E. 543, 141 A. 753. What a court may consider substantial will vary from case to case. Another consideration is the burden that the law casts upon the objector to the title in a specific performance suit. The objection is an affirmative defense and the burden is upon the defendant to show that in fact the title is doubtful. In re Borough of East Rutherford v. Sisselman, 26 N.J.-Super. 133,97 A.^{2} 431. See Day v. Kingsland, 57 N.J.E. 134, 41 A. 99, Stec v. Weigang, 115 N.J.L. 292, 179 A. 378.

From this point the title attorney is faced with such problems as judgments against a person or persons with the same or similar names as that of the present or a prior owner, deeds in which the marital status of the grantor is not indicated and such problems, etc. Will he be compelled to take title if he merely declares these facts? The court will ask for more; it will not accept a suggestion of the probability that certain facts exist. Day v. Kingsland, above. The burden appears to rest with the objector to show the existence of fact. Specific performance was decreed in a Minnesota case notwithstanding the absence of the

recital of marital status. 33 Minn. 140, 22 N.W. 183; so too in New York, Greenberg v. Schiffman, 195 N.Y.Supp. 65. In New Jersey, Hoffman v. Perkins, 3 N.J.Super. 474, 67 A.[2] 210, has something to say on this subject. Among objections raised in a suit for specific performance were (e) plaintiff produced no proof at the time of settlement that certain judgments were not a lien on the property; (g) no proof of record of the marital status of several of plaintiff's predecessors in title. Judge (now Justice) Haneman brushed them aside as being without merit, and concluded: "As a matter of fact, were there any merit to the latter of these two exceptions, it is doubtful whether any title in the State of New Jersey could now be considered marketable."

Should the vendee rest on this pronouncement and find comfort therein, and seek no assurances that the title may not in fact be affected by the rights of a spouse or a judgment creditor? Have we not learned, when inquiry was made, that a grantor, whose marital status was not disclosed, was married? If no investigation is made and there develops not the suspicion of a fact, but the fact, the position, not only of the vendee, but that of the attorney may come into question.

Potter v. Ogden, 68 N.J.E. 409, 59 A. 673, was a suit for specific performance r e s i s t e d because grantor in the deed to the complainant, while reciting herself to be a widow, could not support that status by proof of the death of her husband. Her husband disappeared, and relying on the statute establishing a presumption of death after the lapse of 7 years, she described herself a widow. The defendant did not prove that the husband was alive, or attempt to make such proof, except that he was alive a number of years ago. The court said that the vendor "was not entitled to a decree forcing his title, thus resting upon a rebuttable presumption of fact, upon the defendant. The soundness of complainant's title rests upon the proof of a fact which we are now assuming has been presumptively proved in this case, but it is the title which the defendant, vendee, is to get which is the matter for consideration."

The attorney may feel that he has reached the crossroads between what he must be able to prove in a suit and what he must prove to himself. What the court may expect of him makes it more imperative for him to make his inquiry. Stec. v. Weigang, above, was an action to recover the cost of obtaining a waiver of inheritance tax from the State Inheritance Tax Bureau, under the warranty of the deed to the plaintiff. No tax was in fact due because of the value of the estate involved. In reversing the judgment of the District Court for the plaintiff, the court said: "Undoubtedly prudent owners of real estate derived from a decedent would procure the evidence that it was free of inheritance tax by procuring a waiver from the proper authorities as provided by law . . . ."

Undoubtedly the prudent attorney will continue to make proper inquiry and obtain necessary proofs to support the tile against such pitfalls and at the same time memorialize that proof.

BRANCH OFFICE MOVES

On Monday, September 27, the Beaverton Branch of Title and Trust Company completed its move to 180 North Lombard Street, Beaverton, according to an announcement by Lem P. Putnam, Vice President and Manager.

This new office will provide over twice as much floor space as the former location of Title and Trust Company. Substantial alterations will provide escrow closing rooms and additional conveniences for Title and Trust Company customers.

Title and Trust Company first opened an office in Washington County in 1938 in Hillsboro. In 1958 a second office was opened in Beaverton. The records covering East Washington County were transferred to the Beaverton office. This was an innovation in the Title Insurance business, splitting the county records and placing the part pertaining to a certain area in an office located in that area. This procedure has worked very well.

The Beaverton office opened with five employees and the staff is now almost three times that size. The Title and Trust Company staff includes Lem P. Putnam, Vice President and Manager, York L. Wilson Jr., Assistant Manager, Jean E. Ayers, Escrow Officer, Suzanne B. Dittrick, Escrow Officer, Francis T. Lynch, Mary Jo Shoop, Faye L. Wiesner, Kay L. Bridges, Gary C. Galloway, Madeline F. Swisher and Sharon L. Warner. In addition, the staff in Hillsboro includes Paul S. Wiggins, Jr. Assistant Vice President and Manager, Arlene McDaniel, Escrow Officer, Judith Baesler, Charles Landskroner, Everett Lozada and Janet Stewart.

DAVIS ELECTED MANAGER IN PITTSBURGH

Lawrence A. Davis, Jr. has been elected Manager of the Pittsburgh Branch Office of Lawyers Title Insurance Corporation, it was announced by Board Chairman George C. Rawlings in Richmond, Virginia.

Davis, an experienced title insurance executive, is active in title industry affairs. He is currently serving his second term as President of the Pennsylvania Land Title Association.

He is also active in community affairs. He was Vice President of the Gateway Union School District, Monroeville, Pennsylvania,

DAVIS

from 1959 to 1963, and was President of the Lions Club of Pittsburgh in 1962-63.

OFFER WITHDRAWN

Ernest J. Loebbecke, Chairman of the Board of Title Insurance and Trust Company of Los Angeles, following a meeting of the Company's Board of Directors recently, announced that Title Insurance and Trust Company was withdrawing its offer to exchange shares of its stock for shares of The Title Guarantee Company of Baltimore, Maryland. The offer had been made on September 2, 1965, on a proposed share for share exchange basis.

Mr. Loebbecke stated that the Title Insurance and Trust Company had been unable to obtain all of the clearances from public authorities which it considered necessary, and while the Company believes this might eventually be accomplished, it had determined that the prospect of protracted litigation and its consequent restraint on the activities of the two companies would not be in the best interests of either company or their shareholders.

JOINS TRANSAMERICA

A R. Colles, CPA, has joined the Treasurer's staff of Transamerica Corporation, with responsibility for coordinating internal auditing.

Colles comes to Transamerica's San Francisco headquarters from Hawaii, where he was manager of the Honolulu office of Ernst & Ernst. He previously worked for Ernst & Ernst in Los Angeles and for a division of Siegler Corporation. He is a graduate of the University of Illinois.

Garland D. Graves, Vice President and Treasurer of Transamerica Corporation, said the new position had been created because of the addition of many new Transamerica entities over the past few years and a corresponding need for coordination in order to maintain a high quality of financial reporting.

THREE EXECUTIVE CHANGES

Three major executive changes in Security Title Insurance Company were announced by Ernest J. Billman, President. Vice President and Chief Counsel, F. Wendell Audrain is appointed Senior Vice President and assigned to the President's office, Bruce M. Jones, Vice President, Secretary and Associate Counsel is promoted to Vice President, Secretary and Chief Counsel, and Joseph C. Mascari, Vice President and Assistant Manager, Los Angeles Operations, becomes Vice President and Associate Counsel. No one has been named yet to replace the position vacated by Mascari.

Billman stated that these moves are being made to strengthen Home Operations. "By increasing top management staff, more efficient management programs can

AUDRAIN

be instituted which have become necessary due to Security Title's growth," he said.

Audrain, who will assist Billman, joined the Security Title Legal Department in 1935 becoming Chief Counsel in 1939.

Jones, with the company since 1953, received his B.A. and LL.B. degrees from the University of Illinois and was Assistant Resident Attorney for the Prudential Insurance Company in Denver before coming to California. As Chief Counsel, Jones will be responsible for setting the broad operating policies and establishing risks for the company.

Mascari came to Security Title in 1960 having been with Title Guarantee Company in New York. He holds an LL. B. degree from Fordham University and is a member of the New York Bar Association. In 1961 he was admitted to the California State Bar, and is a member of the Beverly Hills, Wilshire and San Fernando Valley Bar Associations.

MERGER CONSUMMATED

Elwood F. Kirkman, Chairman of the Board and Paul C. Burgess, President of Chelsea Title and Guaranty Company, have announced the merger of that Company with Lawyers-Clinton Title Insurance Company of Newark.

Both Kirkman and Burgess are veterans in the title insurance field, having been associated with Chelsea Title since its inception in 1922. Kirkman says of the merger: "the consolidation of Chelsea Title and Lawyers-Clinton will enable us to offer greatly improved customer services while expanding our present facilities."

Lawyers-Clinton was founded when Lawyers Title Guaranty Company and the Clinton Title and Mortgage Company, both of New Jersey, merged in 1949. This consolidation of two old line title insurance companies was further strengthened when, in 1958, they joined with Franklin Mortgage and Title Company of Newark. Thomas E. Colleton, Chairman of the Board of Lawyers-Clinton, will become Vice-Chairman of the Board of Chelsea Title and Guaranty Company. Lawyers-Clinton will continue operations at 15 Market Street, Newark, as the Lawyers-Clinton Division of The Chelsea Title and Guaranty Company. Chelsea Title will retain Atlantic City, N.J. as its center of operations.

Kirkman, President of the Boardwalk National Bank, has

MASCARI

JONES

KIRKMAN

long been an important figure in banking circles and his civic and community activities over the years have brought him national recognition. Colleton is the former State Director of Federal Housing Administration and is also a former President of the New Jersey Land Title Association.

Burgess, a recognized authority on real estate law and title matters, has been associated with the title insurance business since his discharge as a naval officer in 1917. A former Mayor of Brigantine, N.J., he has authored several books on southern New Jersey history.

NEW QUARTERS FOR THE TITLE GUARANTEE COMPANY

After 65 years at 176 Broadway in New York City, the Title Guarantee Company has completed a lease covering 44,500 square feet of space at 120 Broadway, the 41 story, Equitable Building occupying the entire block bounded by Broadway, Cedar, Pine and Nassau Streets.

The long term lease of the space was announced by Herman Berniker, President of The Title Guarantee Company and Lawrence A. Wien and Harry B. Helmsley, partners of the 120 Broadway Company, the landlord. The lease covers 30,500 square feet on the third floor which will house all of the title company's main office facilities on a single floor and create a service area designed for maximum efficiency and improved customer comfort and services. Over 14,000 square feet are provided on the fourth floor for administrative services and filing space.

The Title Guarantee Company, organized in 1883, expects to occupy its new quarters during the early spring of 1966.

The lease was negotiated by Howard P. Malloy, Vice President, with Ronald Picket and James Gross, of Helmsley-Spear, Inc. The landlord was represented by Ralph W. Felsten of Wien, Lane & Klein and the tenant was represented by Robert D. Steefel of Stroock & Stroock & Lavan.

NEW MEMBER IN PHOENIX

Phoenix' growing title insurance industry has a new member with the opening of First Title and Trust Company of Arizona. The new firm, now fully operational, is located in ground floor offices of Central Towers South, 2721 North Central Avenue.

The company's offices have been designed specifically for customer comfort and convenience, with free parking provided in the adjoining garage. Visitors will find a variety of warm color and beauty in the company's efficient and practical offices.

First Title has been incorporated in accordance with Arizona requirements. Under the direction of David H. Morgan, First Title is a wholly owned subsidiary of Dallas Title Company, and will represent Dallas Title and Guaranty Co. of Dallas, Tex., which started business in 1906. Drake McKee, a member of ALTA's Board of Governors, is President of the underwriting company.

Morgan's educational background includes a BS degree from Northwestern University, with advanced

studies in business administration. His military service was in the U.S. Navy from 1944-46. In addition to industry experience, he has extensive background in consulting and management services with Peat, Marwick, Mitchell and Co., CPA firm. Other experienced management personnel for First Title include Virgil L. Siepel, Manager, Title Department; Alex W. Trakes, Manager, Escrow Department; Lee A. Shumway, Manager, Collections Department; and Jack C. Fletcher, Plant Manager. Bess Eberhart, another well-known escrow officer, also has joined First Title.

Officers of the parent organization, Dallas Title Company, include W. H. Cothrum, President; Ervin W. Beal, Vice President, Secretary and Treasurer, who has been the coordinating officer working on the scene in Phoenix to establish the new enterprise, and Orrin D. Hawley, Vice President.

MORGAN

TITLE INSURANCE AND TRUST OPENS NEW BUILDING

Participating in ribbon-cutting ceremonies marking the opening of Title Insurance and Trust Company's new 1.5 million dollar Alameda County headquarters building, are left to right: Merritt Mosher, Vice President and Alameda County Manager, N. D. Wynkoop, Senior Vice President and District Manager, James D. Forward, Jr., Senior Vice President and Division Manager, Oakland Vice Mayor Fred Maggiora, Albert W. Evans, Vice President and Assistant Alameda County Manager and Ernest J. Loebbecke, Chairman of the Board and Chief Executive Officer, Title Insurance and Trust Company. The building is located at 1700 Webster Street in Oakland.

FROM THE FEDERAL REGISTER

TITLE 25—INDIANS

CHAPTER I—BUREAU OF INDIAN AFFAIRS DEPARTMENT OF THE INTERIOR

SUBCHAPTER K—PATENTS, ALLOTMENTS AND SALES

PART 120—LAND RECORDS AND TITLE DOCUMENTS

MAINTENANCE

On page 8225 of the FEDERAL REGISTER of June 26, 1965, there was published a notice of intention to amend 25 CFR 120.1, Maintenance of Land Records and Title Documents. The purpose of this amendment is to establish the title plants serving one or more area offices as the office for the maintenance of departmental records pertaining to trust or restricted Indian lands and to permit the transfer of records to such plants. At the present time there are title plants Aberdeen, S. Dak., serving the Aberdeen area; Billings, Mont., serving the Billings area; Portland, Ore., serving the Portland and Sacramento areas; and Phoenix, Ariz., serving the Phoenix, Gallup, and Anadarko areas. It is contemplated that eventually the title plants will be consolidated into one. This amendment would also permit the transfer of records to the consolidated plant(s).

Interested persons were given 30 days within which to submit written comments, suggestions, or objections concerning the proposed amendment. Several comments and objections were received within the specified time. These were thoroughly considered and it was determined that none was germane to the intent of the amendment itself.

The amendment is hereby adopted as set forth below and will become effective at the beginning of the 30th calendar day following the date of this publication in the FEDERAL REGISTER.

Section 120.1 is amended to read as follows:

§ 120.1 Maintenance of land records and title documents.

The office(s) for the maintenance of records of the Department for trust or restricted Indian lands shall be tht title plants that have been or may be established by the Bureau of Indian Affairs to serve its respective area offices as recording offices. At the time such a title plant is ready to undertake the maintenance of such records as to any trust or restricted

Indian-owned lands under the jurisdiction of a particular area office, the Secretary of the Interior shall cause to be transferred from Washington, or from the area office previously having the custody of the official records to such title plant all the records and title documents pertaining to such lands. Upon such transfer of records to the appropriate title plant, the Secretary of the Interior shall have a notice published in the FEDERAL REGISTER of such action setting forth the effective date thereof. Thereafter, the custody and maintenance of land records and title documents as to such lands will rest with the title plant. Also, after such transfer, all documents which affect the title to trust or restricted lands for which the records have been so transferred shall be submitted to such title plant for recording. Nothing in this section shall prevent the consolidation of any title plants that have or may be established and the further transfer of records to such consolidated plant(s). The requirement of publication of notice shall apply to any further transfer.

(R.S. 161, 5 U.S.C. 22)

JOHN A. CARVER, JR.
Under Secretary of the Interior.

September 7, 1965

(F. R. Doc. 65-9644; Filed, Sept. 10, 1965; 8:47 a.m.)

LETTERS

SECURITY TITLE CORPORATION
THE TITLE INSURANCE BUILDING
P.O. Box 1878 • Honolulu, Hawaii 96813 • 125 Merchant St. • Phone 513-107

September 12, 1965

Mr. James W. Robinson
Secretary and Director of Pubic Relations
American Land Title Association
1725 Eye Street, N.W.
Washington, D. C., 20006

Dear Mr. Robinson:

It is again my pleasure to write to you requesting additional copies of *Seven Traps for Unwary Home Buyers.* This leaflet seems to explain the value of Title Insurance to the layman more graphically than any other release which we have used, and it has been extremely well received.

Mr. Ellsworth is to be the speaker representing the Title industry in Hawaii at a symposium for prospective home buyers being presented in the latter part of October by the Home Builders Association of Hawaii. As he would like to be able to present *Seven Traps* to the expected attendance of upwards of four hundred people, would you please send us, via air mail, 500 more copies of the leaflets and bill us accordingy.

With the land problems peculiar to Hawaii often being exceptionally difficult to explain, we certainly appreciate the continual aid that your public relations and advertising program gives us. We are looking forward to your next effort while still utilizing *Seven Traps* to the fullest extent.

Sincerely,
Suzanne Duryea Witt
Secretary to Mr. R. S. Ellsworth,
Executive Vice President

In Memoriam

HENRY W. DAVIES

Henry W. Davies, who for more than fifty years was an officer of the Massachusetts Title Insurance Company, died at his home in Reading, Massachusetts, on August 27, 1965.

Mr. Davies was born in Reading August 20, 1886. He was graduated from the Evening Law School of the Boston Y.M.C.A., (later Northeastern) in 1909, having already been admitted to the Massachusetts bar in 1908.

He began his career in the Massachusetts Title Insurance Company as a title examiner and soon gained recognition from the management he was to supplant. In 1914, he was elected Secretary and a Director, in 1916, Vice President and General Manager and in 1918, President. He became Treasurer in 1934. Mr. Davies continued as General Manager until 1952, as Treasurer until 1955, and as President until January, 1965, when a his own request he was not re-elected. He was Senior Vice President and still a Director when he died.

An authority on difficult areas of real estate law, Mr. Davies, as an examiner for the Land Court, reported many important titles, specializing in his later years in harbor properties. He was a member of the Massachusetts Conveyancers Association and of The Abstract Club.

The sport of skeet shooting was developed in his back yard, and until declining health forced him, as he said, to go around mountains instead of over them, he hunted enthusiastically with bird dogs every fall. He walked into the sunset with the respect and affection of the conveyancing bar.

MEETING TIMETABLE

NOVEMBER 7, 8, 9, 1965
Indiana Land Title Association
Claypool Hotel, Indianapolis

NOVEMBER 11, 12, 13, 1965
Nevada Land Title Association
Las Vegas

FUTURE MID-WINTER CONFERENCES

1966—Chandler, Arizona
1967—Washington, D.C.

FUTURE ALTA CONVENTIONS

1966—Miami Beach
1967—Denver
1968—Portland, Oregon

American Land Title Association