TITLE NEWS

THE OFFICIAL PUBLICATION OF THE
AMERICAN LAND TITLE ASSOCIATION

"OUR 60th YEAR"

MAY, 1967

A MESSAGE FROM THE CHAIRMAN OF THE TITLE INSURANCE SECTION

MAY, 1967

I am indebted to our President, George B. Garber, for allowing me to write a message to our members, and I am going to take advantage of this opportunity to keep our members abreast of some of the actions taken at the Mid-Winter Conference.

We were pleased to learn that our President had appointed a standing committee under the Chairmanship of Daniel S. Wentworth, Esquire, to study the new Federal Tax Lien Act and to cooperate with the Internal Revenue Service in order that the regulations to be used, in the administration of the law, be realistic.

The Standard Title Insurance Accounting Committee made an interim report outlining the objectives of the Committee. In order that the Committee become a standing committee of the Association, the required steps were taken to amend the constitution and by-laws.

The same procedure was followed with respect to the Young Title Men's Committee and all of us will be happy that the Committee will become a standing committee at the Denver Convention.

On the recommendation of the Executive Committee, the Board of Governors authorized the Association to participate in a national conference with the American Bar Association, provided the conference consists of not more than twelve members—six to be chosen by our Association and six to be chosen by the American Bar Association. If such conference is established, no resolution, statement or agreement proposed by the conference will become effective before approval and ratification by the Board of Governors of our Association.

The Standard Forms Committee had asked for direction in the development of a single form policy, and it was decided that the Committee be authorized to correct any ambiguities existing in the present forms and to proceed with the development of a single form policy reflecting these corrections, and further, to develop a new leasehold policy, either separately or to be incorporated as part of the single form policy.

The proposed change of section names was referred back to the Planning Committee.

It was a very fine meeting and it is too bad more could not see their way clear to attend.

Gordon Dunlap

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FEATURES

DEPARTMENTS

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ON THE COVER: John E. Griffith, Virgil Siepel, Victor Gillett, members of the Legislative Committee of the Land Title Association of Arizona, watch with satisfaction as Governor Jack Williams signs House Bill 79 into law. The Bill is the Arizona version of the ALTA Model Title Insurance Code and became law March 14, 1967, (John Griffith's birthday).

Passage of the Bill, a milestone in Association history, is the culmination of years of work and the result of a fine cooperative effort on the part of Association members.

JAMES W. ROBINSON, *Editor*
MICHAEL B. GOODIN, *Assistant Editor and Manager of Advertising*

DON'T MAKE A FALSE ASSUMPTION

By George B. Garber
President,
American Land Title Association
Executive Vice President,
Title Insurance and Trust Company,
Los Angeles,
and President,
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Los Angeles, California

You never know what incident will launch a successful public relations effort. When President Garber was visiting in Texas, Carloss Morris suggested to him that a strong statement regarding the dangerous practice of buyers assuming mortgages without adequate title protection would not only be a public service but would also be of benefit to ALTA members. Carloss Morris is a man who follows through! He drafted some copy, he made dozens of phone calls, he worked until a fine press release and this excellent article were developed. Newspapers and magazines all over the country have carried this story.

"Tight Money" Brings A New Hazard

As if tight money isn't causing enough trouble in the real estate industry, a survey of recent lawsuits by the American Land Title Association indicates that little-thought-of l e g a l liabilities may face anyone involved in the purchase, sale, or financing of real estate.

Homebuyers, of course, should be made aware of a growing problem that has arisen because of the scarcity of mortgage money and the decline in new housing, but real estate people should also be alert to dangers facing *them* in the present day situation.

As it is, the public little understands nor appreciates the role played by real estate brokers and lenders in helping Americans fulfill their dream of home ownership. In the finest tradition of free enterprise, they risk invested capital and their own labor, skill, knowledge, and experience toward the achievement of this goal. Their contribution to the various communities they serve and to the nation is t r e m e n d o u s. Hardly

calculated to bring them ease of mind is the added hazard brought about by the increasing frequency with which existing mortgages are assumed by the buyer.

Here's how the problem arises: To get around the shortage of mortgage money and new housing, more and more homebuyers are assuming existing mortgages as part of the sale of older homes.

All too often—and sometimes upon the advice of a lender or a real estate broker—the buyer also believes that the owner's title policy fully protects him.. This is penny-wise and pound-foolish. Why? Because many actions of the previous owner could have adversely affected the title of the new buyer.

In some cases lenders or real estate brokers have advised buyers that a title search may not be required or may have neglected to alert buyers to the need for adequate title protection. The broker who fails to stress the need for a title search may be leaving himself wide open for a lawsuit—and an adverse judgment—in case a defect in title later develops. Furthermore, the homebuyer who fails to protect himself by a title search and a title insurance policy could be inviting disaster. Here is a warning: "Don't make a 'false assumption' in a real estate transaction involving an older home."

Let's briefly review some of the more common pitfalls which confront a homebuyer who is not covered by up-to-date title protection:

If the seller, during the period he owned the property, had a new sink installed and failed to pay the bill, the plumber may file a mechanic's lien claim. This stands as a direct claim on the property for which the buyer, as the new owner, may have to pay in order to clear his title. Similarly, there might be suits pending affecting the property or judgments rendered against the seller, foreclosures or bankruptcy actions, or any number of claims or legal involvements which may definitely cloud the title until they are properly settled or removed.

The seller may have been married when he bought the house. In the meantime, he may have been divorced and remarried. In one such case, the second wife signed all the legal documents. The buyer who didn't know the sellers well, never knew the difference —until the first wife appeared with a claim for half the value of the house! It was a valid claim, too.

The previous owner could have a Federal Income Tax Lien for not paying all of his Federal Income Taxes. This becomes a lien against the property. If not paid by the seller, the new owner would have to pay the seller's back income taxes or risk losing his home.

It could even be that the seller is dishonest and has mortgaged the house or has sold it to someone else.

These are just a few of the unfortunate things that might happen to a homebuyer who relies upon a former owner's title policy, in a situation where an existing mortgage is assumed. There are, of course, many other ways in

which his ownership, use, and possession of the property could be jeopardized.

Of equal concern to the real estate person who is involved in such a transaction is the possibility of a lawsuit arising from his failure to make known to the buyer all of the facts surrounding the purchase of the home. In many states real estate people can be held responsible for giving advice on the validity of title to real estate. There are many cases on record where brokers have been sued for giving this kind of advice and have found it to be a costly experience.

In a recent California case, a real estate firm represented to their clients, the purchasers, (not fraudulently) that a certain ranch was encumbered by only one lien, a deed of trust. Relying on this representation, the clients leased the ranch for a period of one year with an option to purchase. Shortly after moving onto the premises, the clients discovered that there was a second deed of trust on the property, whereupon they served notice of rescision of the lease and option and vacated the premises.

The Appellate Court, noting that the real estate firm *did not suggest or advise that a title search be made,* affirmed the judgment against the real estate brokers. The Court found that the brokers had failed to exercise the degree of reasonable care and ordinary diligence imposed upon them by law.

What does it cost a broker to give "free" advice? It can cost plenty! In approaching this problem, we refer to some of the fundamental rules laid down by the nation's authorities:

"Accompanying every contract is a common law duty to perform with care, skill, reasonable expedience and faithfulness the thing agreed to be done and the negligent failure to observe any of the conditions is a tort, as well as a breach of contract." (38 Am Jur 662).

"Irrespective of contracts, if the relationship of the parties is such that a duty to take due care arises therefrom and the party upon whom the duty rests is negligent, an action in tort will lie." (Brokaw v. Blacke-Foxe Military Institute (Calif. 1950, 216 P2nd 53).

"The ultimate test of a duty to use care is found in the foreseeability that harm may result if it is not exercised." (Conn. Sav. Bk. v. First Nat'l. Bk. [Conn. 1951] 84 A 2nd 267).

Generally speaking, the degree of care required of one, is graduated according to the danger attendant upon the activity which he pursues." (38 Am Jur 678).

We also find that a valuable consideration is not a prerequisite of a duty to exercise care. Even a volunteer or a stranger is liable for an injury negligently inflicted on the person or property of another. (38 Am Jur 659).

Along these lines, here is a real hair-raiser: It is the case of Lester v. Marshall (1960) 143 Col. 189, 352 P. 2d 786. In this case the Reverend Marshall, a minister from Rawlins, Wyoming, requested a broker in Littleton, Colorado, to locate a house for him. Through another broker, Mr. Richard Hurd,

a house was located; and the buyer handed the Littleton broker a check for $900 to be transmitted to Mr. Hurd with a contract offer of $18,000 for the house. The two brokers involved then entered into a listing exchange agreement, with Mr. Hurd representing the sellers. A deal was made at $18,500 for the house *free and clear of encumbrances.*

The buyer expressed concern about getting clear title at the time of the closing and was assured by the Littleton broker that this would all be handled by Mr. Hurd at the time the real estate transaction was closed. On August 3, 1955, the closing took place at the office of Mr. Hurd. A settlement sheet presented by Hurd disclosed in detail various items of receipts and disbursements, including the outstanding obligation to the Industrial Federal Savings and Loan Association in excess of $11,100. The buyer accepted delivery of a warranty deed which purported to convey the premises free and clear of all liens and encumbrances. The buyer then endorsed his cashier's check in blank and delivered it to Hurd.

Again, after the closing, the buyer expressed some apprehension to the Littleton broker and was again assured that he had nothing to worry about and that everything would be taken care of. The broker did not advise him to have the title cleared.

In the meantime, Mr. Hurd made the disbursements called for on the closing statements, including the payment to the seller, the pay-off of the second mortgage, and other expenses, but failed to pay off the indebtedness to the Industrial Federal Savings and Loan Association. Sometime later when the next payment on the deed of trust became due, the buyer realized that his title was in jeopardy. He then filed suit against the broker to recover $12,625.21, and a judgment in that amount was rendered against the Littleton broker. The broker insisted that there was no contract and no tort liability; that his relationship to plaintiffs was a gratuitous one which imposed no legal obligations.

The Judge said: "One who by a gratuitous promise *or other conduct* which he should realize will cause another reasonably to rely upon the performance of definite acts of service by him, causes the other to refrain from having such acts done by other available means, *is* subject to a duty to use care to perform such service *or*—give notice that he will not perform—failure of defendants to take even minor precautions constituted negligence." And, quoting from another case, he added these significant words: "The duty to use care in rendering a service arises not from a right to receive the service, but from the relation between the parties which the service makes."

So, the court found the defendant liable for his negligence, whether or not there was any contract, and held that, the service having been assumed, the duty to use care in performing the service, arose from the relation of the parties and the knowledge on the part of the defendant that the plaintiff was relying on that service. $12,625.21 was a mighty steep price for the broker to pay for having "assumed" that everything would

be "taken care of."

To add to the woes of the harassed lender and the real estate broker, the present tight money situation has seemed to influence an acceleration of dramatic examples of title defects and losses. Murder, lively corpses who return from the dead, fraud, forgery, mix-ups in similar names, and a galaxy of other "hidden hazards" have snarled other titles of homes and business property in 1966. These true cases dramatically demonstrate the value of title insurance:

A Florida case involved bizarre similarities in names. Two John Smiths and a "John Smith, Jr.," —each married to a woman named Mary—all made claims on the same piece of property. To make matters more confusing, one of the "John Smiths" (real names are changed) got divorced and remarried—also to a woman whose name was "Mary Smith." Another of the "Mary Smiths" was declared legally insane. Legal documents got the various John and Mary Smiths confused and snarled the title.

A Georgia man thought to have died in a hotel five years ago reappeared and sought to reclaim property that had been sold under court order. A "nagging wife" caused him to "take advantage" of the disaster to disappear until after her death.

Fraud and forgery in real estate are on the increase. A $155,000 loss was sustained in Michigan on a forged mortgage release. In Texas, more than three million dollars in losses were sustained because of forged mortgage releases. In Georgia, an adventuress, noticing a vacant home . . . (the real owners were abroad where the husband, an army officer, was on duty) forged a deed to herself from the real owners, then "sold" the property to innocent buyers. A Florida man "borrowed" a wife—married to another man—to pose as his spouse in buying a home—because a real estate man told him it would be easier to obtain credit if he were married.

In Michigan, a series of forged deeds to homes . . . more than 50 in all . . . came to light. Witnesses' and notaries' signatures were forged — or were signed by vagrants and skid row derelicts. In Arizona, a husband conveyed property as "single" after murdering his wife.

There is one way the lender, the real estate broker, and the homebuyer can all protect themselves in mortgage assumption cases. That is for the lender and the broker to advise the buyer that he has the responsibility of obtaining a clear title either through title insurance or a legal opinion based upon an abstract of title—and for the buyer to insist upon owner's title insurance.

"FIXTURE SECURITY TRANSACTION AND THE MORTGAGE"

BY MAURICE A. SILVER

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

How much time must elapse for the incubation of new laws to hatch their problems? Prior to the passage of the Uniform Commercial Code, particularly Chapter 9, and since its enactment, N.J.S.A. 12A:9-101 et seq., title men were engaged in discussions among themselves, voicing their concern with problems which, to them, seemed certain to arise. Exchanges of opinions with proponents of the measure at forums and in lecture series left the title men with the impression of an assurance that, for the most part, the new statute was a consolidation, as it were, of the various existing statutes relating to personal property, making for uniformity of the laws within the state, tending toward a uniformity of law across state boundaries, setting up new nomenclatures, with no startling changes in the relation of the secured transaction and the mortgage covering real property. It simplified the instruments creating the rights of the parties and the filing of the notice of the interest thus established. All this in face of misgivings and criticisms in articles by

learned law professors and members of the bar who were steeped in this field and in the drafting of the act. And we may add that all this in the face of the fact that California in adopting the Code deliberately omitted section 313 of Chapter 9, and we understand that Ohio made the same deletion.

However that all may be, from the point of view of the mortgagee two situations may arise, one—where the new fixture is introduced as part of the structure and the security interest is perfected by filing a financing statement before

the mortgage on the realty is recorded; and the other—where the mortgage is first recorded and a new fixture is introduced in the structure either to replace an existing fixture or one that is an addition.

The first situation should present no problem because the mortgagee is in control. The records on examination should disclose the security interest, and if so disclosed the mortgagee has several courses open to him. He may insist that the secured creditor be paid and the record cleared; he may, as an alternative, require that the secured creditor not only subordinate his lien to that of the mortgage but that, insofar as the mortgagee is concerned, he waive the right of removal of the fixture and look only to the owner-mortgagor for payment. There may be a question where this subordination and the stipulations are to be recorded so that the assignee of the secured interest may be put on notice. Section 316 permits subordination by agreement by person entitled to priority. The statute makes provision for the release by the secured party of all or part of any collateral described in the financing statement. This section (406) recites the necessary contents of the release. A subordination agreement or limited release in favor of the mortgagee may be said to be included in this provision.

The mortgagee while still in control, may assess the facts and conclude that the fixture is not essential to the proper function of the property and its removal on default, will not materially result in a depreciation of his security. He may, if the situation warrants, allow the fixture and the financing statement to remain, but with appropriate stipulations in the mortgage that the terms of the financing agreement will be carried out, but on default, to declare the unpaid balance of the indebtedness on the mortgage due and payable, with an option reserved to the mortgagee to pay the balance due on the fixture and add the sum to the unpaid balance. The mortgagee will recognize that in any event on default by the debtor the secured person has cumulative remedies, the removal of the fixture and recovery of the balance due by reducing it to a judgment against the debtor, in accordance with the security agreement which is the contract setting forth the terms and obligations of the parties.

Section 313 of Chapter 9 excludes from its effect "goods incorporated into a structure in the manner of lumber, bricks, tile, cement, glass, metal work and the like." No security in these elements exists, unless the structure remains personal property. But there are a variety of goods which may be the subject of a security interest and which may become part of the structure. And here the construction mortgagee must pay especial attention to the record for financing statements as each advance is made. To a degree the mortgagee may find a protection under the filing system, but only to a degree. Kripke, in his article, "Fixtures Under the Uniform Commercial Code," 64 Colum. L. Rev. 44, at page 71 et seq., poses certain suppositive situations which create a certain hazard to the lender. We cannot detail these situations, but the problem is stated in terms of advances made

before the fixtures are attached; or after the attachment; where there is a commitment to make definite advances by the lender, etc. To complicate matters, Mr. Kripke points out that the term "attach" does not mean a physical connection. Under the statute it has its own connotation. Its definition is in 9-204, that is, an attachment occurs when there is an agreement between the parties which is concluded in accordance with the statute.

We would normally expect in each case of an advance under a construction mortgage to rely on the record for filed financial statements, even though in such cases we deal with a purchase money security interest. Section 302 states that a financial statement must be filed to perfect all security interests, except, under (d), "a purchase money security interest in consumer goods; but filing is required for a fixture under 12A:9-313 - - -." However, sections 312 and 313 may modify section 302, as to possession of the collateral and section 313 with respect to subsequent advances on a prior encumbrance "without knowledge of the security interest and before it is perfected." Until these sections are clarified by our courts it is suggested that in cases of construction mortgages, as each advance is to be made, not only should the records be examined, but as part of the usual affidavits obtained with each advance to negate possible mechanics' liens, the owner and the contractors for the owner should set forth whether any financing agreements for fixtures to be incorporated into the building or as a fixture which, in New Jersey, was known as the institutional fixture, have been entered into, and whether any financing statements have been executed. The necessary steps to secure the position of the mortgagee should then be followed.

The Uniform Commercial Code makes no attempt to define a fixture. Each state is left to make its own determination. New Jersey prior to the Code subscribed to the "institutional doctrine" of fixtures, that is, a fixture becomes part of the realty, not because of the manner in which it was affixed to the freehold, but as an essential integral part of the function of the building to which it is attached. The fixtures are basic to modern living. See Domestic Electric Co. v. Mezzaluna, 109 N.J.L. 574, 162 A. 722; Russ Distributing Corp. v. Lichtman, 111 N.J.L. 21, 166 A. 513; and Future Building & Loan Association v. Mazzocchi, 107 N.J.E. 422, 152 A. 776. The Code, in its plan to favor the holder of the secured interest abolished this doctrine. Attention is called to this result to urge the title attorney to move with caution.

We reach the second situation referred to in our opening statement—a mortgage first recorded, and the subsequent installation of the fixture and the filing of the financing statement. Here the problem has been actually hatched. At least two cases, replacing existing fixtures covered by the mortgage, a heating system in one and the kitchen equipment in the other, have come to our attention. In neither case was the mortgagee's consent obtained, nor in fact notified of the fact of replacement. In both cases a default on the secured transaction and on the mortgage was followed by a proceeding to foreclose the mortgage.

We pause to recall the early dialogue that the installation of new fixtures or the replacement of the old with the new, in fact enhance the value of the mortgagee's security. He then has no cause for complaint if the secured creditor is given preferential treatment. This is only surface true, particularly in the case of the substituted fixture. The Code leaves the prior mortgagee in a position of disadvantage with the value of his security diminished. A secured creditor is given the right to remove the fixture subject to the obligation to reimburse the real property encumbrancer for physical injury to the structure resulting therefrom, "but not for any diminution in value to the real estate caused by the absence of goods removed or by any necessity for replacing them." In short, there is no obligation on the part of the secured creditor to make the mortgagee whole, to restore the property to its prior condition. The inequities are obvious.

We suggest that the Code be amended to make it obligatory on the part of any person who supplies new fixtures, and particularly those who replace the old, to examine the record for mortgages and obtain the approval of the holders to such installation. Such approval or consent to be endorsed on the financing statement as part of the record, not only to apprise future assignees of the fact but to avoid any conflict among the parties as to the facts. The failure to obtain that consent, or the failure to secure the endorsement, should be deemed to be a waiver of the right of removal as against non-assenting mortgagees, their assignees or purchasers under a foreclosure proceeding. The mortgagee is, for all practical purposes, during the life of his mortgage, a co-owner, whose interest may, in fact, be greater than the actual equity of redemption of the record owner. While this may vest the mortgagee with a veto power under certain circumstances, when the fixture is by way of replacement, it does make for an opportunity for all parties in interest to spell out a more equitable agreement, where the rights of the secured party and the mortgagee are recognized and their duties and remedies may be detailed.

We return to the default on the mortgage and approach the institution of proceedings to foreclose. Perhaps for the first time the financing statement is disclosed to the mortgagee. How is he to treat this creditor whose position is an anomalous one? His interest is not in the real property, and yet well interlaced with that property because of the nature of the fixture. Should the secured creditor be ignored, relegated to, and limited by, the remedies outlined in the Code? Should he be made a party defenddant, and if he is, is he a proper or necessary party? If he is made a party, should his inclusion be limited, merely praying that he disclose the amount due on his security and permit him to participate in the proceeds of the sale, if any, and bar him and his claim and right in the fixture, or should he be joined to compel him to remove his fixture before a day stated? If he is to participate in the proceeds of the sale how does he stand—as a subsequent lienor, on an equal footing with the mortgagee, or does he stand in the shoes of the mortgagor, only as to any surplus? If he

is on an equal footing with the mortgagee, and in the event of a deficiency, does he participate proportionately with the mortgagee? If he participates in the proceeds, except in case of a surplus, does it not enlarge his rights and remedies under the Code? Does it not bestow upon him the status of the holder of a lien on the realty, again not contemplated by the Code?

These are the many questions which the courts may in time answer, or qualify the relative position of the parties; or which the legislature may in due course put to rest. There is pending, as this is written, a case before our Supreme Court involving some of the questions propounded. The issue is, we believe, one of first impression in New Jersey and elsewhere. Whether the Court's review will give us answers to some of the questions or supply us with a road map will be awaited with interest.

It occurs to us that there may be a method by which the issue of the rights of the parties may be determined without the need of displacing the priority position of either claimant. And this, we believe, may be accomplished within the framework of the Code. The proposal recognizes that the reader may find that it raises new problems, or that it is unworkable, or that the Court's jurisdiction is questionable.

The proposal is based upon one of the remedies under section 501, that is, the right to "foreclose or otherwise enforce the security interest by any available judicial procedure." We suggest, then, that the secured party be joined as a proper party; that among the prayers for relief the secured party be called upon to agree to join in the foreclosure proceedings and that the security interest be simultaneously foreclosed; that should the secured party refuse to join in this action that he be ordered to remove the fixture on or before a date stated and he pay the mortgagee or the purchaser at the sale a sum to be determined to reimburse him for the cost of repair of any physical injury, or in the alternative, and at the option of the mortgagee or purchaser at the sale, the unpaid balance due on the security agreement less the sum representing the cost of repair of any physical injury, be paid to the secured party in full satisfaction of his claim.

If on the other hand the secured party agrees to join in the foreclosure proceeding, then the order to sell should stipulate that the real property and the fixture be sold, but that a bidder at the sale make separate bids for the real estate and the fixture. The amounts in these separate bids will represent the separate interests. The judgment of the court would bar all rights including the right of the secured party in the fixture. Should a deficiency occur after the bid for the fixture, the secured party would still have his remedy to sue the debtor. The problem may arise when there are no bidders and the mortgagee makes the usual nominal bid at the sheriff's sale. Some provision is necessary in that eventuality, perhaps reverting to the situation when the secured party refuses to participate in the proceedings as indicated above. As a counter suggestion it may be proper to penalize the mortgagee who makes a nominal bid without a

fair bid for the fixture to permit the secured party to remove the fixture without reimbursing the mortgagee for the cost of repair. The purchaser, other than the mortgagee, who fails to make a fair bid for the fixture should be placed in the position of the mortgagee with like result.

The requirement in the suggested proceeding for separate bids by the same bidder, is essential to the scheme. It assures the unity of ownership of the realty and the fixture without which the fundamental purposes are defeated. A situation may, however, arise presenting a problem under this setup —A's bid for the realty may be greater than B's, but less than B's for the fixture. The solution must be sought in the court's broad and inherent equity powers. Here the court may determine from the facts which bid serves the cause of justice. The court may determine that the fixture has in fact enhanced the value of the interest of the mortgagee in the building, and allow B's bid to stand as an equitable solution, if there is not too great a disparity in the bids for the realty. The court may have other means of striking a balance.

In striking a balance pre-Code adjudications relating to the mortgage and fixture subsequently annexed may be utilized with profit. A leading case in New Jersey is Campbell v. Roddy, 44 N.J.E. 244, 14 A. 279, frequently cited and followed, holding that the lien of the chattel mortgagee should be protected, so far as it would not diminish the security which the real estate mortgagee would have had if the annexation had not been made. The problem may then be reduced to one of fact.

The suggested proceeding is an attempt to preserve the respective rights of the parties within their specific area of interest without doing violence to their respective rights if they pursued separate paths to sustain such rights. Only a pragmatic testing in the proper tribunal can determine the validity and practicality of such measures. We invite your reaction.

PROPOSED AMENDMENT TO THE CONSTITUTION AND BY-LAWS OF THE AMERICAN LAND TITLE ASSOCIATION

In accordance with the provisions of Article XI, Section 1 of the ALTA Constitution and By-Laws it is recommended that Section 4 of Article VII, and Article VIII, of the Constitution and By-Laws be amended in the manner set forth in the following paragraphs in order that the "Young Titlemen's Committee" and the "Standard Title Insurance Accounting Committee" (being now special committees) become standing committees of the Association:

1. Amend the first paragraph of Section 4 of Article VII to delete the "and" before "the Standard Title Insurance Forms Committee" and substitute a comma therefor, and to insert the words: . . . "and the Standard Title Insurance Accounting Committee" and after the words "Constitution and By-Laws Committee" add a comma, and the words "Young Titlemen's Committee,"—so that the said paragraph will read as follows:

"The President within thirty days after election, shall fill expired terms and vacancies, if any, in the Liaison Committee, the Grievance Committee, the Standard Title Insurance Forms Committee and the Standard Title Insurance Accounting Committee and shall appoint all members of the Planning, Judiciary, Membership and Organization, Legislative, Public Relations, Constitution and By-Laws Committees, and Young Ti-

tlemen's Committee, and such other Committees as may have been authorized by the Board of Governors or by the members at any convention, each to consist of a chairman and such number of members as he shall deem advisable, unless otherwise provided."

2. Amend Section 4 of Article VII to insert, preceding the last paragraph thereof, the following paragraphs:

"The Young Titlemen's Committee shall be composed of a Chairman and anyone under a maximum age to be established from time to time by a majority vote of the members of the Committee in attendance at a meeting called by the Chairman or Vice Chairman and who, individually or through company membership, is an active member of the Association."

"The Standard Title Insurance Accounting Committee shall be composed of a Chairman and eleven other members. Not more than two members s h o u l d be accredited from the same state, territory or district. No appointments shall be made that will afford any corporate member, or affiliated group of corporate members, directly or through its or their agents, concurrent representation by more than two of its officers or employees. The members shall be divided into three classes of equal number, initially to serve one, two or three years, each succeeding class to serve for three years. The Chairman may appoint such subcommittees as he deems necessary, each of which subcommittee shall be composed of not less than six committee members, one of whom shall be d e s i g n a t e d as subcommittee chairman."

3. Amend Article VIII to renumber the present Section 19 as Section 21, and to insert the following new Sections 19 and 20:

"Sec. 19. THE YOUNG TITLEMEN'S COMMITTEE shall meet semi-annually at the same time and at the same place as the Mid-Winter Meeting and the Annual Meeting of the Association, for the purpose of the advancement of the title industry, as well as to arouse the interest of young titlemen and potential titlemen in the American Land Title Association; the encouragement of cordial intercourse among its members; the improvement of the relations between the title industry and the public; and the furtherance of the professional interests of the younger members of the Association.

"Sec. 20. THE S T A N D A R D TITLE INSURANCE ACCOUNTING COMMITTEE shall review from time to time all accounting practices and procedures used by Association members, recommend standard methods and forms for accounting, confer with supervisory authorities for the purpose of determining such practices as said supervisory authorities m i g h t deem beneficial for the public interest, and to develop uniform accounting practices and procedures. Recommendations of any sub-committees shall be subject to approval by a majority of the whole number of the Committee. The Committee shall report at each Annual Convention and Mid-Winter Conference of the Association, to the Title Insurance Section or to the membership, or to both Section and Association membership, as the occasion shall require, and all reports and recommendations of the

Committee shall require action by majority vote at the Convention or Conference at which they shall be submitted, in order to qualify as standard practices or forms. All reports of the Committee shall be advisory in nature, and no member shall be required to follow their recommendations nor to use recommended standard practices or forms, nor to follow recommended procedures."

Publication of this proposed amendment in Title News shall constitute official notice to members, as provided in Section 1 of Article XI of the Constitution and By-Laws.

Submitted by the ALTA Committee on Constitution and By-Laws.

Chairman, CHESTER C. McCULLOUGH, Senior Vice President, Chicago Title Insurance Company, Chicago, Illinois

H. B. CLARKE, President, Abstract Company of St. Joseph County, Inc., South Bend, Indiana

JOHN J. EAGAN, Vice President and Senior Title Officer, Title Insurance and Trust Company, Los Angeles, California

WILLIAM R. GALVIN, Vice President, Pasco Abstract Company, Dade City, Florida

RICHARD H. GODFREY, President, American-First Title & Trust Co., Oklahoma City, Oklahoma

JOHN P. MATTHEWS, Vice President, Lawyers Title Insurance Corporation, Atlanta, Georgia

At 2 p.m., Monday, September 25, at the 1967 Annual Convention, Frank O'Connor, Chairman of the Public Relations Committee, assisted by Bob Maynard, Bill Robinson, Ed Schmidt, Bill Thurman, and Carroll West will explore in depth all facets of public relations for the title industry. These are the experts in the field! One idea you pick up from them (and put to use) may represent earnings or savings sufficient to pay the entire cost of attending the Convention.

PLAN NOW TO ATTEND!

1967 ANNUAL CONVENTION

AMERICAN LAND

TITLE ASSOCIATION

Denver-Hilton Hotel

Denver, Colorado

September 24-27

MARK YOUR CALENDAR

WESTERN THEME SET FOR ANNUAL

ALTA's banner will be proudly displayed at the Grand Ballroom of the Denver-Hilton Hotel at the time of the 1967 Annual Convention, September 24-27. It will not be the first.

Including the flag of Colorado Territory, and the present flag which has flown over the state since 1876, Colorado has been under at least seventeen different flags.

The first known title to Colorado resulted from Coronado's spectacular expedition into the Southwest in 1540-42, giving substance to Spain's claim to the entire western interior region of the U. S.

In 1682, LaSalle floated down the Mississippi River and forthwith claimed the entire drainage area of the "Father of Waters," including a substantial part of

ALTA BANNER WI
TO FLY OV

The influence of two shrewd Indians trade
ments of Denver in 1858. Traders John S
wives, carried considerable influence with
Rocky Mountain Region. During that time
hands of the Indians; and the land was no
favor of the Indians was important in de
creasing flood of gold seekers from the E

BELOW: In 1803, when Colorado was still a part of the world belonging to the King of Spain, two men stood at the top of an abrupt rise looking down onto a flat plain which stretched for miles between the tall peaks that marked its borders. For Colorado, this was an historic moment.

We are indebted to Transamerica Title Ins and historical material upon which this fe

CONVENTION

BE THE 18th FLAG COLORADO

ABOVE: The scream of an exhausted rider and the savage yells of pursuing Indians were all it took to open the massive gates of Fort Bent, located on the sun-bleached trails that entered Colorado to the South. Situated on the north bank of the Arkansas River between the present towns of LaJunta and Las Animas, the Fort was important to Colorado history.

Colorado, for the French King.

Also during the 17th and 18th Centuries, the British Colonies of New England and Virginia generously extended their theoretical boundaries all the way to the Pacific Coast, overlapping the French and Spanish claims.

BELOW: The thrilling news of a gold discovery in 1858 along the banks of Cherry Creek traveled with amazing speed in all directions. In the States, the news of gold strikes in the Pike's Peak regions brought thousands of prospectors scurrying to the Cherry Creek gold diggins' in search of their fortunes.

yed an important part in the early settle-
n Smith and William McGaa, having Indian
Cheyennes and Arapahoes who roamed the
e to all the lands in the region was in the
ject to occupation by white men. Gaining the
ing a prosperous new town to handle the in-

ce Company of Colorado for the illustrations
e is based.

Between 1763 and 1848, Colorado belonged, in varying proportions to France, Spain, Mexico, and the Republic of Texas.

When Napoleon decided to withdraw his claims from the West, and negotiated the famous Louisiana Purchase in 1803, part of Colorado came under the jurisdiction of the U.S.A. for the first time.

Between that time and 1861, flags over Colorado included those of the District of Louisiana (part of Indiana Territory), the Territory of Louisiana, Missouri Territory, the State of Deseret (predecessor to Utah), Utah Territory, New Mexico Territory, Nebraska Territory, and Kansas Territory.

On February 28, 1861, Colorado Territory was created, with its present boundaries—and on August 1, 1876, the Centennial Year of our Nation's Independence, Colorado became the 38th State of the Union.

The unique Interfaith Chapel of the U. S. Air Force Academy dominates the background as a squadron of cadets marches by.

BUT— MODERN DENVER BECKONS

Plans for the 1967 Annual Convention were given impetus when President Garber met with Convention Chairman, Jim Hickman, and with Tom Holstein, Gordon Burlingame, and members of the ALTA Staff. A fine program of guest speakers, workshop sessions, panel discussions, and industry reports has been outlined in some detail. More about this in future issues of Title News.

ALTA members contemplating attendance at the 1967 Annual Convention will be the honored guests in a modern thriving city set in a panorama of natural beauty, located in a state not only rich in history, but also a sightseer's paradise.

Want to ride a railroad into yesterday? Drive across the

The Denver-Hilton Hotel is one of the most modern, efficient, and beautiful of all the Hilton Hotels.

Denver, the mile-high city, has a population of more than 2 million. Above is the downtown area (looking northwest).

world's highest suspension bridge? Swim in the world's largest naturally-heated outdoor swimming pool?

You can do all these things—and many more—when you vacation in Colorado, with its rich and varied assortment of attractions, both man-made and natural.

Here's a list of some of the exciting places to see and things to do in Colorado:

The Narrow Gauge Railroad—This unique little narrow-gauge passenger train makes a 90-mile round trip daily between Durango and Silverton through some of North America's most awesome mountain scenery in Southwest Colorado. The nation's last regularly-scheduled narrow guage passenger train will start operations about June 1. Two trains daily will operate this year.

The Royal Gorge — This famous landmark near Canyon City boasts two man-made superlatives: The world's highest suspension bridge, soaring 1053 feet above the Arkansas River, and the world's steepest incline railway descending from the rim of the gorge to its bottom at a 45-degree angle.

Hot Springs Lodge Pool — A 600-foot-long pool at Glenwood Springs is fed by natural hot springs, which keep its waters at a constant temperature of around 80 degrees the year-round.

Pikes Peak — You can drive your auto to the top of what may be America's best-known mountain at Colorado Springs, or you may reach its 14,110-foot crest by cog railroad. Either way, it's the thrill of a lifetime.

Scenic Lifts — Most of them are built to carry hordes of skiers up Colorado's magnificent ski slopes. Now, they're just as popular for summer ascents to high places. They'll be operating at Aspen, Loveland and Arapahoe Basins, Vail, Breckenridge, Crested Butte, and Berthoud Pass. Estes Park has an aerial tramway, built especially for summer visitors.

Air Force Academy — Only

seven years old, the $170 million home of the Falcons near Colorado Springs has become Colorado's most popular visitor attraction. The 18,000-acre institution is open for public sight-seeing at all times.

The Four Corners—It's the only place in the nation where four states (Colorado, Arizona, Utah, and New Mexico) meet. It's now reached by a fine new highway which reaches deep into Navajo Country. Site is marked by a monument.

Wax Museum—New to Colorado, this new Denver attraction offers a stroll through history with such famous Americans as Davy Crockett, Mark Twain, Brigham Young, Amelia Earhart, Sitting Bull, and many others.

Buffalo Bill's Grave and Museum — Located atop Lookout Mountain, 20 miles from downtown Denver, the grave and mementoes of the famous buffalo hunter are ever-popular with the youngsters and their parents alike.

National Parks, Monuments, and Forests — Colorado has two national parks, Rocky Mountain near Estes Park, and Mesa Verde near Cortez. The monuments are Hovenweep and Yucca House near Cortez, Black Canyon of the Gunnison near Montrose, Colorado National near Grand Junction, Dinosaur near Craig, and the Great Sand Dunes near Alamosa. Eleven national forests offer superb fishing, sight-seeing, riding, and camping. All told, these national preserves contain more than 15,000,000 acres of America just as it always was.

Central City — Once called the richest square mile on earth, it's still a rip-snortin' town, loaded with history and color, especially during the summer opera and drama seasons.

Garden of the Gods — It's a spectacular Colorado Springs park filled with towering red sandstone rock formations. Nearby are other features, like beautiful Seven Falls, cascading 250 feet down the sheer cliffs of Cheyenne Canyon, and the Cave of the Winds, one of the few natural Colorado caves open to public sight-seeing.

Denver Mountain Parks—20,000 acres of natural beauty within a few minutes drive of downtown Denver, with herds of buffalo, deer, and elk; picnic and campgrounds.

Colorado Railroad Museum—Steam locomotives, narrow gauge cars, old timetables and passes, form most complete collections of western railroad history and exhibits in the West. It's located near Golden, 15 miles west of Denver.

Mark your calendars now; plan now to attend the 61st Annual Convention of the American Land Title Association at the Denver-Hilton Hotel, Denver, Colorado, September 24-27.

Dear Dickey:

Richard A. Hogan, Vice President, Pioneer National Title Insurance Company, Seattle, Washington, has penetrated the public imagination with his "Dear Dicky" series. Mr. Hogan is known as the Damon Runyan of the Pacific North West. We are pleased to reprint another segment of the continuing series of these imaginative exchanges of letters between a hypothetical titleman and a troubled customer.

My husband is loaded with lousy traits but his most loathsome feature is that he is emotionally involved with escrows. I believe that pre-natal influences played a big part in this. His father deposited his momentarily expectant mother at the hospital without giving instructions for the payment of either the carrying or delivery charges. Evidently, his father believed that this deposit constituted a full and faithful discharge of all his parental duties for he thereupon disappeared completely. No one ever paid for my husband as his mother was kind of a deadbeat also. My husband always felt that he had not been properly delivered because of a lack of escrow instructions. This incident of birth strongly influenced the course of his life.

During the formative adolescent period, while normal boys were drag racing or gassing with lassies, he spent all his spare time drafting practice escrow instructions. Consequently, he never learned how to treat a girl right. Admittedly, neither one of us was much of a catch at the time of our betrothal. I was somewhat over-age in grade but sound of limb and wind and was quite nice looking except for a scattering of warts on my nose. He was neat, if not gaudy, reasonably wealthy, and his neuroses didn't show on the surface. I thought he had real nice manners as he didn't make noises when he ate or things like that but, as it turned out, he certainly could have

used a few lessons on engagement etiquette. I never got a ring like other girls when we became engaged. All I got was a puny kiss and a copy of some escrow instructions under which he had deposited my ring with a bank with instructions to deliver it to me upon performance of the marriage ceremony. The instructions were well written and were fair enough as I was allowed reasonable inspection privileges in the presence of a trust officer but they were no substitute for a ring. Such instructions are definitely not as satisfactory as a ring for exhibit to one's wide circle of friends. Moreover, I never did get a decent opportunity to have the ring appraised until it was too late to do anything about it.

As a part of his pre-nuptial pitch he also promised to give me a deed to the house he owned but after the ceremony I found that he had deposited a deed of the property in escrow with a bank with instructions to deliver it to me upon completion of five years of connubial bliss or his death from natural causes whichever should first occur. This is real ducky as I don't think I can maintain connubial bliss with him for that long. One more stinking escrow and I have had it. Can he do this to me and what will happen if I divorce him in the meantime? A girl can stand only so many escrows.

BLISSLESS BETSY

Dear Blissless:

You sound like a real nut to me. Unlike many modern husbands he isn't a drunk, doesn't pursue peroxides, and doesn't beat you like he probably should. Your only complaint is that he indulges himself in a few harmless escrows in which you wind up with all the loot. You are doing nothing but winning and, instead of whining, you should be grinning.

An escrow is a many splendored thing. Just consider all the advantages that the house escrow affords you. Apparently, the house is his separate property since he owned it before marriage. If the escrow is a valid one, the deed will pass title to you in the event of his death. Without the escrow, he could devise it by will to anyone and exclude you completely if he so desired, or, if he died without a will, you might have to share ownership with some of his heirs. However the existence of the escrow wouldn't have too much effect in a divorce action as the court in its discretion could award the property to either one of you. In such cases the court has almost complete discretion in the disposition of all property, separate or community, that is properly impleaded.

It would be my suggestion that you start playing it cool, have a few of your nasal warts removed, and start making a home for this boy as he shows a lot of promise. He should be allowed unlimited access to the pencils and paper and otherwise given free scope to concoct escrows under congenial home conditions.

ABSTRACTER ENTERS POLITICAL ARENA

John S. Blue, owner of the Jasper County Abstract Company, Rensselaer, Indiana, recently announced his candidacy for the Republican nomination for Mayor of Rensselaer.

Mr. Blue is certainly well known to the members of the American Land Title Association. He was a member of the Board of Governors from 1954 to 1956, and President of the Indiana Land Title Association in 1952 and 1953.

Extremely active in the Jasper County area, Mr. Blue participated in the reorganization of the Jasper County Plan Commission in 1957 and aided in the development of the Jasper County Master Plan out of which was formulated the present rural Zoning Appeals, which office he now holds.

In 1954 he was appointed Secretary-Treasurer of the Rensselaer Building Savings and Loan Association, and in 1966 was elected President of the association.

Mr. Blue is married and has three children.

KANSAS CITY TITLE PROMOTION

W. M. McAdams, president of Kansas City Title Insurance Company, has announced the appointment of Thomas Patrick Meyers of Kansas City as an assistant secretary of the firm.

Meyers joined Kansas City Title in November, 1950, and has served as a closer in the escrow department. He is a native Kansas Citian and attended Westport high school and Kansas City Junior College. Before joining Kansas City Title he served four years with the Jackson County Recorder's Office.

WILEY PROMOTED

James G. Schmidt, President of Commonwealth Land Title Insurance Company, Philadelphia, Pennsylvania, has announced the promotion of Joseph J. Wiley, Jr., to Assistant Title Officer and Branch Manager.

Mr. Wiley was, for many years, associated with the Frankford Trust Company as manager of the real estate department. He has experience in real estate appraisals and settlement work. In 1961, Commonwealth Land Title Insurance Company acquired the title in-

MEYERS

surance business of the Frankford Trust Company and Mr. Wiley transferred as a settlement representative. He now has the responsibility for the management of the Frankford Branch Office.

Mr. Wiley is a graduate of Roman Catholic High School and the American Institute of Banking. He is a member of the Northeast Philadelphia Realty Board, Moose Lodge, and sits as an active member on the Northeast Philadelphia Draft Board.

PROMOTIONS AT TTIC OF ARIZONA

Transamerica Title Insurance Company of Arizona recently announced the following promotions:

James M. "Jack" Patterson was elected, by the Board of Directors, to the position of Senior Vice President.

He will be in charge of the escrow, title, subdivision trusts and collection services, among other things in Maricopa County and will continue as one of the principal executive assistants to John E. Griffith, President, in operations.

Mr. Patterson joined the title company in April, 1960 and has served in many capacities. He was manager of the Yuma Office in 1962 and 1963 and returned to Phoenix in 1964 to head up the Escrow Department. In 1966 he joined the executive department of the Home Office.

Three members of the title insurance company staff were elected to Vice President. Assuming the new positions are Harley D. Brown, Raoul T. Jacques, and James R. Sellers.

Brown is a graduate of Arizona State University. He is a member of the Camelback Kiwanis Club. Brown has been with the company for nine years and is currently in charge of the firm's Escrow Operations in Maricopa County.

Jacques is a graduate of Marquette University and received his LLB degree from the University of Arizona. He has been with the firm for eight years and is currently in charge of the Subdivision Trust Department in the Phoenix Office. He formerly served as trust officer and assistant manager in the Tucson Office.

Sellers is a graduate of Arizona State University. He has been with the firm for eight years and is in charge of the company's operations in Yuma County. He is a

PATTERSON

BROWN

JACQUES

member of the Yuma Kiwanis Club and the Yuma Chamber of Commerce.

Edward A. Krutel and Ralph T. Jackson were promoted to the position of Assistant Vice President.

Krutel, an attorney, is an Associate Counsel in the firm's Legal Department in Phoenix. He is a graduate of the University of Akron Law School and prior to coming to Phoenix was in the real estate and investment field. He is President of the Sertoma Club of Phoenix. He has been with Transamerica for four years.

Jackson is a Trust Officer in the Personal Trust Section dealing with Profit Sharing Trusts and Trust Investments. He attended Furman University and is a graduate of Arizona State University. He has been with Transamerica for 8 years.

James G. Synodis, Vice President, was designated manager of the firm's Tucson operations. Synodis has been with Transamerica Title for 15 years and previously served as manager of the Coconino —Mohave—Navajo Counties having their main office in Flagstaff; previously he was manager of the Globe Office and also served as a title officer in the Phoenix office.

SELLERS

He has been active in Rotary, Chamber of Commerce and The Grand Canyon Council of the Boy Scouts of America.

John Overton was promoted to Manager of Transamerica Title Insurance Company's operations in Coconino and Navajo Counties.

Mr. Overton has been with the company since 1959 and prior to his current assignment was manager of the Globe and Gila County operations and also was in the Phoenix office as a Title Officer. Overton recently was selected as "Man of the Year" in Globe and has served that community in many projects with the Chamber of Commerce, Toastmasters, Optimist Club, Salvation Army, Y.M.C.A., United Fund, Globe America Field Service and many others.

Paul Shallenberger was promoted to manage the Globe and Gila County operations of the firm.

Shallenberger has been with the firm since 1960 and previously served as manager of the Mesa-Chandler operations; and in the business development and title departments. He came to Arizona from Illinois in 1957 and his hobbies are bowling, golf and hunting.

Robert St. John, Vice President, was placed in charge of the Title Operations for Maricopa County.

St. John had managed Transamerica Title's Tucson and Pima County Operations since 1962 and prior to that had been Manager of the Yuma Office since 1953. St. John has been in the title industry for 22 years, being first associated with Guarantee Title and Trust Co. in Prescott which was acquired by Transamerica in 1960.

CHEATHAM

STAFFORD

RAFFAELLI

TEXARKANA "MILLION DOLLAR CLUB"

Lawyers Title Agency of Texarkana, Texas today announced six Texarkana Realtor members as charter members of the "Lawyers Title of Texarkana Million Dollar Club."

Each of the Realtors honored has documented at least one million dollars in real estate sales, according to Lawyers Title Agency President M. Edwin Prud'homme.

The six charter members are R. P. Cheatham, Tom H. Wooten, Ann Raffaelli, Jay D. Stafford, Ethel Phillips and Alex Sanderson III.

The Realtor recognition program was announced last year and is dedicated to the recognition of the individual accomplishments of licensed real estate brokers and salesmen. Licensed brokers and salesmen in Texas or Arkansas, or both, who are members of the Texarkana Board of Realtors, are eligible for the continuing program, Prud'homme said. Each year Realtors may submit documentation in the form of closing statements on sales. Total sales of one million dollars, within a three year time limit, make the salesman eligible for club membership.

Jay D. Stafford was presented a pin with a two diamond insert for sale of over four million dollars of real estate within the 36 month period. R. P. (Bob) Cheatham was given a pin with one diamond inserted for sales of over two million dollars during the time period. Ethel Phillips and Ann Raffaelli, both of whom sell to the homeowner market, each sold over 90 houses during the 36 month qualification period. Tom H. Wooten and R. P. Cheatham specialize in the sale of commercial real estate. Jay D. Stafford and Alex Sanderson III emphasize the sale of farm land.

WOOTEN

PHILLIPS

SANDERSON

TWO NEW DIRECTORS AT KANSAS CITY TITLE

Kansas City Title Insurance Company, Kansas City, Missouri, has announced the election of two new members to the firm's Board of Directors. Menefee D. Blackwell and John J. Ruddy were elected at a meeting of the firm's directors held recently at the home office.

The two fill the vacancies on the board left by the death of Edward J. Eisenman, retired president and board chairman of Kansas City Title, and the resignation of John C. Taylor, who is retired.

Mr. Blackwell is a partner in Caldwell, Blackwell, Sanders & Matheny in the Federal Reserve Bank Building. He is a member of the American, Missouri and Kansas City Bar associations. Blackwell is also a trustee of the William Rockhill Nelson Trust and the Midwest Research Institute and a member of Phi Beta Kappa.

Mr. Ruddy is Vice President and Secretary of the J. C. Nichols Company. He is a member of the Missouri, Texas and Kansas City Bar association, the Kansas City Real Estate Board, the board of trustees of the Urban Land Institute and the local and state Chamber of Commerce.

NEW V.P. AT TITC

The election of Gerald H. Igl as Vice President of Title Insurance and Trust Company of San Francisco, California, has been announced by Ernest J. Loebbecke, Chairman of the Board and Chief Executive Officer.

Concurrently, it was announced that Igl, former association counsel in the San Francisco division office, was promoted to division counsel.

A native of Klamath Falls, Oregon, Igl is a graduate of the University of Oregon, and of the University of Michigan Law School. He joined the title company in January, 1960 after prior service with a law firm and an abstract and title company. He has served the company as a legal department trainee, assistant advisory title officer and as associate counsel prior to his new assignment.

Igl is a member of the State Bar of California, San Francisco Bar Association, San Francisco Barristers Club, Bohemian Club, and Toastmasters Club.

BLACKWELL

RUDDY

IGL

TITC PROMOTIONS

The promotion of Floyd B. Cerini, Vice President, to the position of Assistant General Counsel for Title Insurance and Trust Company, Los Angeles, California, has been announced by Ernest J. Loebbecke, Chairman of the Board and Chief Executive Officer. Cerini was formerly Los Angeles Division Counsel.

Cerini joined the company in 1960 and served as assistant to the Senior Title Officer until 1963, when he was named Los Angeles Division Counsel. Prior to joining TI, he had for many years served as the Executive Vice President of the California Land Title Association and is a past President of that Association. Cerini is active with the California Mortgage Bankers Association, Home Builders Council of California, the Southern California Mortgage Bankers Association, and the Home Builders Association of Los Angeles, Orange and Ventura counties.

Succeeding Cerini as Los Angeles Division Counsel is Robert G. Rove, formerly assistant Los Angeles division counsel. Rove is a graduate of Brown University and the New York University School of Law. After serving with the United States Navy during World War II and Korea, he joined a California oil company in San Francisco, as a member of its executive staff. He went into private practice in Orange county in 1960, left to join Title Insurance and Trust Company in 1964, and subsequently was named Associate Counsel of the company. He was named Assistant Division Counsel in February, 1966. He is a member of both the California and New York Bar Associations. Concurrently with his promotion, Rove was elected a Vice President of Title Insurance and Trust Company.

Succeeding Rove as assistant Los Angeles Division Counsel is Dean A. Swift, formerly with the firm's Alameda county operations. Swift, who holds both an AB and an LLB from the University of California, served with the Army during World War II, being discharged as a First Lieutenant. Before joining the company in 1957 in Alameda county, he was engaged in the private practice of law. He is an active member of the California Bar Association.

CERINI

ROVE

In Memoriam

ARIZONA EXECUTIVE

R. Wilbur Rogers, Vice President of Transamerica Title Insurance Company of Arizona, passed away January 14, 1967. Mr. Rogers had been an employee of Transamerica Title since May 2, 1944, when he started as a clerk in the Title Department. At the time of his death he was Vice President in charge of the Title Department. He was a native of Arizona; obtained his schooling in Glendale, and graduated from Arizona State University in 1944. He was active in church and civic work and in the affairs of the Land Title Association of Arizona. Mr. Rogers had served as President of that Association and, at the time of his death, was serving as chairman of the Standard Forms and Practices Committee. He is survived by his wife and one son.

TRANSAMERICA TITLE VICE PRESIDENT

Byron Neid, Senior Vice President of Transamerica Title Insurance Company of Arizona, passed away December 14, 1966. Mr. Neid had been associated with Transamerica Title Insurance Company since September 1957 and rose from Title Attorney to Vice President in charge of the Law Department. He was made a Senior Vice President on February 18, 1966. He was a native of Denver, Colorado; obtained his education in the schools of Colorado, and graduated from Denver University in 1941. Mr. Neid was a member of the Colorado Bar Association and was associated for approximately two years with the Title Guaranty Company of Denver, now known as Transamerica Title Insurance Company of Colorado. He was very active in civic and public affairs, both in Denver and Phoenix. He is survived by his wife, a son, a daughter, and his mother.

COL. PALMER W. EVERTS

The entire Title Industry was shocked and grieved to learn of the sudden and untimely passing on March 24th of Col. Palmer W. Everts who had retired only two years ago as Executive Secretary of the New York State Land Title Association, a post he had held since 1937, with a brief leave of absence for service in World War II.

Following graduation from Granville High and two years at the University of Vermont, Palmer received his L.L.B. at Albany Law School, Union University, in 1916 and was admitted to the New York Bar in 1917. He was commissioned a second lieutenant in

EVERTS

World War I and served in three major engagements in Europe and later in the Army of Occupation. In World War II Palmer entered military service as a major and served for over three and a half years.

After the war he served in the Real Estate Acquisition Dept. in Washington, D.C., New Orleans, Louisiana and in New Caledonia. Following extensive service in Detroit, Michigan in the sales promotion field of title insurance, Palmer came to New York where through his many published articles and lectures and his service with our Association, he became known as "Mr. Title Insurance."

This Association has benefitted in many ways by Palmer's years of devotion and efforts as our Executive Secretary and by the contribution he has made to our industry.

The officers and members of the American Land Title Association extend their sincere sympathies to Palmer's wife, Neta, of 22A Buckingham Drive, Lakewood, N.J. and daughters, Mrs. Alice Barnett and Mrs. Barbara Robinson. He will be long remembered by his many friends and associates.

RUSSELL R. HECKE, SR.

Russell R. Hecke, Sr., Kansas City, Missouri, died recently at the age of 46.

Mr. Hecke had been a member of the legal department of the Kansas City Life Insurance Company for ten years. He attended the University of Omaha and was a graduate of the University of Missouri at Kansas City law school. Mr. Hecke was a member of the American Bar Association, the Missouri Bar, the Kansas City Bar, the American Land Title Association and the Missouri Land Title Association.

He was a Past President of the Rolla, Missouri, Junior Chamber of Commerce. Mr. Hecke was a Marine Corps veteran of World War II and the Korean War.

MRS. H. STANLEY STINE
617 BENNINGTON LANE
SILVER SPRING, MD. 20910

March 30, 1967

MR. JAMES ROBINSON
AMERICAN LAND TITLE ASSOCIATION
1725 EYE STREET N.W.
WASHINGTON, D.C.

DEAR JIM:

Thank you for your nice note of March 29th and the two copies of the Title News containing the beautiful tribute in memory of Dutch by the American Land Title Association.

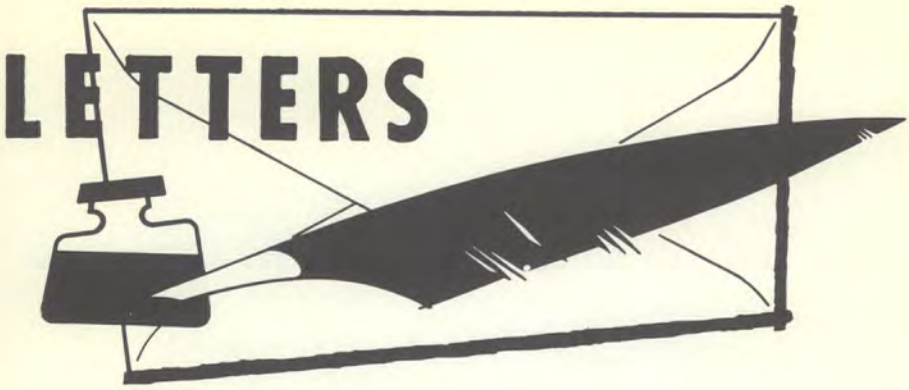
Dutch loved his many friends in the Association and always looked forward with a great deal of pleasure to attending all the meetings. I too have many pleasant memories of the many conventions which we attended.

If you can spare a couple more copies of the News, I certainly will appreciate it. I would love to send them out of town to some very close friends.

Again, many thanks and with my very best regards, I am

Sincerely,

FREDA STINE



THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES
NEW YORK CITY

January 31, 1967

Mr. William J. McAuliffe, Jr.
Executive Vice President
American Land Title Association
1725 Eye Street, N. W.
Washington, D. C. 20006

Dear Mr. McAuliffe:

I know that you will be happy to learn that Gus Mitchell of my staff was promoted to Associate General Solicitor on December 15, 1966, and that, as such, he becomes an officer of the Society. He will continue to serve as one of my most valuable assistants and, in addition, he will as hitherto fulfill important responsibilities in connection with the Society's residential mortgage business.

Very truly yours,
WARNER H. MENDEL
Vice President and
General Solicitor

WHM/ic

SHIELDS ASSOCIATES, INC.
P. O. BOX 344
WOODBURY, L. I., N. Y. 11797,
U. S. A.

January 5, 1967

James W. Robinson, Editor
Title News
1725 Eye Street, N.W.
Washington, D.C.

Dear Mr. Robinson:

It is our understanding that, on occasion, firms or individuals in your industry accumulate quantities of used (cancelled) postage stamps which are then sold to dealers and/or collectors on a weight basis.

Our firm makes relatively large and continuous purchases in this field and I would appreciate it if you could let us know whether your organization has such material available. If not, you could, perhaps, suggest a source of supply either within or outside your industry.

Very truly yours,
RICHARD M. KAHN
President

mba

DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410

OFFICE OF THE SECRETARY MARCH 7, 1967

Mr. James W. Robinson
American Land Title Association
Room 302
1725 I Street, N. W.
Washington, D. C.

Dear Mr. Robinson:

Dr. Ricardo Palacios, the Venezuelan lawyer who visited your office recently, is completing his sixty-day cultural grant awarded by the U.S. Embassy in Venezuela. The opportunity to converse with you and Mr. McAuliffe was indeed a rewarding experience for him and certainly contributed towards a successful and fruitful program.

The Division of International Affairs also extends its gratitude since only through these types of professional exchanges and discussions can we provide visitors to our shores with an appropriate orientation to U.S. norms, business practices and national goals.

Your cooperation is appreciated.

Sincerely yours,
Dennis J. Barnes
Program Officer
Division of International
Affairs

MEETING TIMETABLE

April 30, May 1-2, 1967
Iowa Land Title Association
Holiday Inn, Okoboji

May 18-19-20-21, 1967
Washington Land Title Association
Bayshore Inn, Vancouver, B.C.

May 19-20, 1967
Tennessee Land Title Association
Rivermont, Memphis

May 21-22-23, 1967
Pennsylvania Land Title Association
Hotel Hershey, Hershey

May 31, June 1-2-3, 1967
California Land Title Association
The San Francisco Hilton

June 7-8-9, 1967
Illinois Land Title Association
Drake Hotel, Chicago

June 9-10, 1967
Colorado Land Title Association
Writer's Manor, Denver

June 15-16-17, 1967
Idaho Land Title Association
Holiday Inn, Twin Falls

June 16-17, 1967
South Dakota Land Title Association
Plateau Hotel, Watertown

June 24-25-26-27-28, 1967
Michigan Land Title Association
Hidden Valley

June 28-29-30, July 1, 1967
Oregon Land Title Association
Salishan Lodge, Gleneden Beach

July 7-8, 1967
New Jersey Land Title Association
Seaview Country Club, Absecon

July 9-10-11-12, 1967
New York State Land Title Association
Whiteface Inn, Lake Placid

August 17-18-19, 1967
Montana Land Title Association
Rainbow Hotel, Great Falls

August 24-25-26, 1967
New Mexico Land Title Association
White Winrock Hotel, Albuquerque

August 24-25-26, 1967
Minnesota Land Title Association
Rainbow Inn, Grand Rapids

August 24-25-26-27, 1967
Ohio Title Association
Atwood Lake, New Philadelphia

August 24-25-26, 1967
Utah Land Title Association
Ogden

September 10-11-12, 1967
Missouri Land Title Association
Plaza Inn, Kansas City

September 14-15-16, 1967
North Dakota Land Title Association
Westward Ho Motel, Grand Forks

September 15-16, 1967
Louisiana Land Title Association
Royal Orleans, New Orleans

September 23, 1967
Kansas Land Title Association
Denver Hilton, Denver, Colorado

September 24-25-26-27, 1967
ALTA Annual Convention
Denver Hilton Hotel, Denver Colorado

October 12-13-14, 1967
Wisconsin Title Association
The Pioneer Hotel, Oshkosh

October 22-23-24, 1967
Indiana Land Title Association
Stouffer's Inn, Indianapolis

November 3-4, 1967
Arizona Land Title Association
Pioneer Hotel, Tucson

American Land Title Association