TITLE NEWS

THE OFFICIAL PUBLICATION OF THE
AMERICAN LAND TITLE ASSOCIATION ®

"OUR 60th YEAR"

OCTOBER, 1967

PRESIDENT'S MESSAGE

OCTOBER, 1967

One of the most successful conventions in our association's history lies immediately behind us. I know you will all join me in expressing our grateful appreciation to George Garber, Jim Hickman, Gordon Burlingame, Tom Holstein, Bill McAuliffe, Jim Robinson, Mike Goodin and all the others who arranged and contributed so much to an exceptional and outstanding convention program. Our collective thanks to all of you for this very successful annual meeting.

I am looking forward with anticipation and pleasure to working with our newly elected officers, board of governors and Washington staff. It will be our goal to maintain the precedent setting standards of previous years and to guide the American Land Title Association through another year of progress for the benefit of all our members.

Committee appointments are being made with care and consideration and you may be assured that all of our committees will actively and productively address themselves to the tasks to which they may be assigned.

Mae and I are looking forward to a busy, active year and we hope we can visit with many of you at your state conventions in coming months. We are both proud to be your representatives for the coming year.

Sincerely,

Alvin R. Robin

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FEATURES

DEPARTMENTS

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1967

ON THE COVER: Alvin R. Robin was elected Wednesday, September 27, as President of the American Land Title Association. Mr. Robin would be the first to admit he cannot do the job alone. He needs the help and encouragement of all ALTA members.

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

A BRIEF FOR A BRIEFER DEED

By Maurice A. Silver

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

Whenever the burdens of title work seem overwhelming, title questions insisting, and legal problems demanding, we turn for solace and comfort to the bucolic exuberance of Mr. Jonathan Snitchey of the law firm of Snitchey & Croggs, Solicitors. Let Mr. Charles Dickens, in "The Battle for Life," present the eloquence of Mr. Snitchey as he surveyed the countryside.

" 'But take this smiling country as it stands. Think of the laws appertaining to real property; to the bequest and devise of real property, to the mortgage and redemption of real property, to leasehold, freehold and copyhold estate; think,' said Mr. Snitchey, with such great emotion that he actually smacked his lips, 'of the complicated laws relating to title and proof of title, with all the contradictory precedents and numerous Acts of Parliament connected with them; think of the infinite number of ingenious and interminable Chancery suits, to which this pleasant prospect may give rise;—and acknowledge, Doctor Jeddler, that there is a green spot in the scheme about us.' "

We confess that some twenty years ago we called upon Mr. Snitchey's exuberant declamation when confronted with a claim under our policy. Not only did we obey Mr. Snitchey's injunction but we also thought on the possible pitfalls in the drafting of deeds and other instruments which may be recorded, and many other things.

We return to Mr. Snitchey, who is now a good friend, and wonder how he would re-act to "this smiling country" crisscrossed with ribbons of concrete, with forests of

complicated complexes, enormous multi-storied edifices, buildings floating in mid-air on air rights. Undoubtedly he would shake his head in utter dejection at the changes in our pleading and practice, in the constant meddling with rules of court, the removal of the niceties in the art of pleading, in the dissipating of the certainty of the law. This would be a new legal world to Mr. Dickens' solicitor. But his spirits would be partially restored with our form of deeds, mortgages, leases and other instruments pertaining to real property. He could then expatiate on the beauty of language in these documents, the redundancies, the tautologies, the feudal irrelevancies, the range in useless exactitudes. True he would miss the tenendum and reddendum clauses, but the granting and habendum clauses, the appurtenant clauses, the testimonium clauses are still there in proud verbiage. He would be brother to the lawyer who refuses to use the statutory form of a deed or mortgage lest it reflect upon his professional competence. He would like the seal but would prefer the seal of wax as more impressive. It *is* more impressive. Perhaps parchment would add to the dignity of the form of deed. He could quote the text approving paper or parchment, and subscribe, on good authority such as Blackstone, that if written on stone, board, linen, leather, steel, or brass, or the like, it is no deed, although it is doubtless a good agreement in writing. He would indeed smack his lips at such refinements.

Take the deed — Mr. Snitchey would glory in the granting clause —the party of the first part "has given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed." And if there is any doubt as to what the party of the first part does or intends to do, and to remove any uncertainty, real or imaginary, he repeats that by "these presents does" in fact, give, etc., etc. Does the party of the first part know what he does when he enfeoffed, that archaic hangover from centuries past? If he does give, he does enfeoff. "Bargain and sell" is tied in with the Statute of Uses, Miller v. Halsey, 14 N.J.L. 48. Again, are we so shackled to the past that outmoded formalisms can so constrict us?

The habendum clause today is another useless bit of verbiage. Its function is to determine what estate or interest is granted. That has already been done in the granting clause. The habendum clause gives rise, as it did in the past, to unnecessary conflict between it and the granting clause. Whatever function it served in the past is lost today. The nature of the estate granted may well be expressed fully and completely in the granting clause. For the average conveyance it is of a most doubtful significance. For a statement as to function of the habendum clause see Havens v. Sea Shore Land Co., 47 N.J.E. 365, 20 A. 497.

The appurtenance clause is not an essential to carry with the conveyance the "appurtenances to the same belonging or in anywise appertaining." The courts do hinge their decisions on this clause when the issue of appurtenances is before them. Tiffany in "The Law of Real Property," (enlarged ed.) vol. 2 p. 1673 states, however: "As to the effect of a conveyance of land,

not as creating an easement, but as conveying an easement already existing, it is well settled that such an easement will pass on a conveyance of the land to which it appertains,—that is, the dominant tenement,—even though there is no reference to the specific easement, or any statement that all the 'appurtenances' or 'privileges' belonging to the land shall pass therewith."

And now the attestation clause. —The attestation clause is no part of the deed, and its validity is unaffected by the absence of a subscribing witness. Van Soligen v. Town of Harrison, 39 N.J.L. 51. Blackstone in his Commentaries, vol. II p. 307, states that the attestation of a deed or its execution in the presence of a witness "is necessary rather for preserving the evidence, than for constituting the essence of the deed." In New Jersey this clause has lost even that function. See N.J.S.A.2A:82-17 headed: "Certificates of Acknowledgment or proof of instruments as evidence of execution thereof." This statute provides that instruments made and executed and which shall have been acknowledged or proved shall be received in evidence in any court proceeding, etc. There are two situations when this clause may still be useful; 1. When the subscribing witness makes the acknowledgment under R.S.46:14-6-7; and 2. When the deed lacking a seal is given validity under Statute, R.S.46:13-3 which provides that no deed or other instrument mentioned in 46:16-1 shall be void for lack of a seal (except corporate deeds and other instruments) provided either the acknowledgment or attestation clause or testimonium clause recites that it was signed and sealed by the maker.

Mr. Dickens' learned solicitor would not be happy with Judge Kilkenny's stricture on seals as reported in TITLE COMMENTS of August, 1963; nor with Judge Lumpkin of the Georgia Bench (1853) who advocated that custom be dispensed with altogether.

What has been said here may be repeated on an analysis of our mortgage forms, the bond and other instruments currently in use "appertaining to real property." Is there any reason why a short form of the bond should not be incorporated in the body of the mortgage?

Our plea is for modified instruments, simple in form and couched in language free from terms that have become obsolete and meaningless. They should be instruments prepared, preferably, by the Real Property, Probate and Trust Law Section of the State Bar Association, to give them the stamp of authority. That would make possible a universal acceptance. There are areas that cannot be overcome without enabling legislation, but for the most part all that is needed is the wish and the will to accept the task and draft modern forms. The instruments suggested would serve for the average real property transaction, but undoubtedly where the transaction is complex the ready-made garment will not fit.

Our courts have repeatedly held that the intention of the grantor will be respected and will ignore technicalities to attain that end. An example is an early case decided in 1793.

In Evans v. Gifford, 1 N.J.L. 228 (199) an instrument dated 1784 was before the Court. "This is to

certify, to all persons to whom these presents come, Greeting: witnesseth that I, Abraham Gifford . . . hath given a free and clear title by these presents, for one-half of the tract of land, in the deed within mentioned, to Evans and his wife, Elizabeth Evans, after my death, for their sole property and right. . . ." The Court said: "No objection has been made to this instrument, no argument had to show its invalidity, and we cannot perceive that any exists. It is doubtless informal. . . . It proceeds to say 'hath given' a good title to the lessors of the plaintiff, for their sole property. A deed in the preterperfect tense is good; the word *dedi* operates as any kind of conveyance." This was in 1793.

At this juncture we may take leave of Mr. Snitchey and return him to the pages of Mr. Dickens.

We have enough space to set out Judge Bigelow's observations expressed in Tunkel v. Fillipone, 4 N.J.Super. 107, 66 A.2 339:

"The contract before us is illustrative of a situation that has become rather common with the general use of printed forms containing much that is irrelevant to the particular bargain. Such matter, considered harmless, is often not struck out but remains in the contract as executed. Here, more than half of the printed matter relates to buildings on the premises, although the subject of the contract is vacant land; a covenant for liquidated damages remains in the signed agreement, but since the amount has not been inserted, the covenant is meaningless. Perhaps all the printed clauses, in which appear no typewritten words, ought to be disregarded on the theory that they do not express the intention of the parties, and remain unerased through mere carelessness."

BANKRUPTCY

By Elmore Whitehurst, Referee in Bankruptcy,
United States District Court,
Northern District of Texas, Dallas Division

Transcript of a speech to the Texas Land Title Association.

To begin at the beginning, the Founding Fathers, for good and sufficient reasons, in drafting the United States Constitution, conferred upon the Congress the power to enact "Uniform laws on the subject of bankruptcies throughout the United States." This is why the Federal Bankruptcy Act is paramount and State statutes in conflict with it must give way.

We have heard much in recent years about a "population explosion." We have also had an explosion in the number of bankruptcy cases filed in this country. In each of the past thirteen years there has been an increase in the number of bankruptcy cases filed over the number filed the preceding year. In the fiscal year which ended June 30, 1965, a total of 180,323 bankruptcy petitions were filed throughout the United States, a greater number than all other types of Federal cases combined. It is estimated that during the current fiscal year the number of filings will probably exceed 200,000. More than 90% of these are what are called non-asset, non-business proceedings filed for the most part by wage earners who have fallen by the wayside in our sometimes

frenzied credit economy and are seeking relief from their indebtedness by way of a discharge in Bankruptcy. However, these cases as well as business bankruptcy cases may involve title to real estate since the bankrupt may be and often is buying a home or some other type of real estate when financial disaster overtakes him. So any bankruptcy case is of potential interest to those engaged in the business of examining and insuring titles to real estate.

The Bankruptcy Court and the Referee in Bankruptcy

Acting under its constitutional power, Congress has established the United States District Courts as courts of bankruptcy and invested them with original jurisdiction as law and in equity in proceedings under the Bankruptcy Act. Congress has also established the office of "Referee in Bankruptcy" in the Act. Referees are appointed by the district judges in each district. They serve on a salary basis and are not removable except for cause during their 6 year terms of office. They are commonly reappointed. They take the same judicial oath to administer justice as all United States judges.

In the Bankruptcy Act where the word "judge" is used the district judge is intended to the exclusion of the referee, but wherever the word "court" is used the referee as well as the judge is included. Thus by definition the referee is the court, and after reference, which is automatic in most cases, all proceedings are before the referee. The referee, then, is the judicial officer before whom the parties appear and plead, and by whom the case is heard and the decisions made in the first instance.

The referee's findings of fact are binding upon the appellate courts unless found to be clearly erroneous. His orders are final unless a petition for review by the district judge is filed with the referee within ten days after the entry of his order or within such extended time as he may allow upon application filed within the ten day limit. From the district judge, appeals go to the United States Court of Appeals, and upon certiorari be reviewed by the United States Supreme Court.

I attempted to set out the organization, practice and procedure of the bankruptcy court in Chapter 15 of "Creditors' Rights in Texas" published by the State Bar in 1963 to which reference may be made by any who might wish to go into this subject more in detail. For present purposes, it is sufficient, I think, to say that the bankruptcy court is a court of equity in which the referee customarily presides, that it acts by written application and written order, and that orders signed by the referee may be relied upon as well as orders signed by a district judge.

Summary Jurisdiction

The bankruptcy court has far reaching power to deal with the property of bankrupts, real or personal, to determine claims of third parties asserted against that property, and to deal with property in the possession of the bankrupt which may be claimed by third parties.

The decisions are ordinarily made by the referee in the exercise

of what is called "summary jurisdiction" or in "summary proceedings," a most unfortunate nomenclature because it carries with it a conotation that arbitrariness replaces fairness and that due process of law is sacrificed to speed. This is not correct. The referee is obligated to give all parties a full and fair hearing, to receive evidence from live witnesses, to make findings of fact and conclusions of law from an adequate record. The only essential difference between a properly conducted summary proceeding before the referee and a plenary suit before a judge is the absence of a jury in the former.

The touchstone of summary jurisdiction is actual or construction possession by the bankrupt of the real or personal property in controversy at the time the bankruptcy proceeding is commenced. If the adverse party wishes to avoid the exercise of summary jurisdiction he must timely file his objection. If he asserts that he had possession of the property and a bona fide adverse claim to it which would entitle him to demand to be proceeded against only by a plenary suit, the referee must make a preliminary examination to determine whether this is so. If the referee finds possession of the property to be in the adverse party and his assertion of a claim to be a bona fide and more than colorable, even if perhaps erroneous, then the bankruptcy court has no summary jurisdiction and the referee must dismiss the proceeding. On the other hand, in the absence of a timely filed objection or if he finds the adverse claim only colorable then the referee proceeds to try and determine the question at issue.

Date of Bankruptcy and Its Importance

A bankruptcy proceeding is initiated by the filing of a voluntary or involuntary petition. In either event, the date of bankruptcy is the date the petition is filed even though in the case of an involuntary petition the order of adjudication, if made, ordinarily would come later. The filing of a voluntary petition effects an adjudication by operation of law and the entry of an order is not necessary.

The date of bankruptcy is the cut off date. As of that date the bankrupt's property is transferred to the trustee by operation of law for the benefit of his creditors. Whatever he earns thereafter is his. Furthermore, the filing of a petition is a change in status of which notice to the world is presumed. How then are third parties, those with notice and those without actual notice of the filing affected? Obviously, it is impossible to go into all the facets of so complicated a question within the limits of a 45 minute talk. Your President, helpfully, has informed me of some of the perplexing questions which you have indicated that you would be interested in hearing discussed. I shall do the best I can to answer some of them within the time available.

Sale of Real Estate

Naturally, the questions deal primarily with the transfer of title to real estate by sale or foreclosure. Some preliminary statements are required and hopefully they may answer some of your questions.

SECTION 70 OF THE BANKRUPTCY ACT. This Section

provides that the trustee of the estate of a bankrupt shall be vested by operation of law with the title of the bankrupt as of the date of bankruptcy to all property, except that which is exempt, which prior to the bankruptcy the bankrupt could by any means have transferred or which might have been levied upon and sold under judicial process against him, or otherwise seized, impounded or sequestered. This, of course, includes the bankrupt's non-exempt real estate, to which the trustee takes title for the benefit of creditors and which he is empowered to sell or transfer under the authorization and direction of the bankruptcy court.

NON-EXEMPT REAL ESTATE. It is the unquestioned right of the bankruptcy court to authorize the sale of or otherwise deal with non-exempt real estate owned by the bankrupt at the date of bankruptcy. Two typical situations may arise:

(a) The property may be of less value than the valid lien or liens against it. In this event the trustee with the approval of the court should abandon the property as a burdensome asset. This does not constitute an adjudication of the validity or priority of the liens, but it is a determination that there is no realizable value which may be recovered for the benefit of unsecured creditors. The effect of abandonment is to take the real estate out of the bankruptcy proceeding and leave the secured creditor or creditors free to foreclose if they choose as if the bankruptcy had not occurred.

(b) There may be liens against the property the validity of which is challenged by the trustee. In this event the property might be ordered by the court to be sold free and clear with the understanding that the contest between the trustee and the lien holder would be over the right to the proceeds, or the court could permit the trustee to hold the property until the question is determined by a final judgment.

Section 21g of the Bankruptcy Act

A specific question asked "What is the situation of a purchaser or encumbrancer for value without actual notice or knowledge; or of the mortgagee conducting a foreclosure sale under power of sale in his deed of trust without notice or knowledge of a pending bankruptcy proceeding, both with respect to transactions taking place in the county where the court sits and outside that county?"

First, it should be pointed out that the "county in which the court sits" is immaterial. The distinction made by the statute is with respect to land lying within the county where the original bankruptcy papers are on file and land lying outside that county.

Section 21g of the Bankruptcy Act provides that a certified copy of the petition with schedules omitted, of the decree of adjudication, or of the order approving the trustee's bond may be recorded at any time in the office where conveyances of real property are recorded, in every county where the bankrupt owns or has an interest in real property. The copy may be recorded by the bankrupt, trustee, receiver, custodian, referee or any creditor. Unless such a certified copy has been recorded the commencement of a bankruptcy pro-

ceeding is not constructive notice and does not affect the title of any subsequent bona-fide purchaser or lienor of real property in that county for a present fair equivalent value who is without actual notice of the pending proceeding, and if he has given less than fair value he has a lien for the value given.

But this provision is not applicable with regard to land situated in the county in which the bankruptcy records are kept.

It has been held that a foreclosure after bankruptcy is not voidable per se, and is at most voidable by the trustee. Nevertheless, although I have no authority directly in point, I think that there is a serious question whether an out of court foreclosure after bankruptcy of land situated in the county in which the bankruptcy records are kept vests any title in the purchaser even though he is without actual notice or knowledge of the pending bankruptcy proceeding.

In a recent California case the Court of Appeals for the Ninth Circuit held that a bank without actual notice of the bankruptcy is liable to the trustee for money paid out by it cashing checks of the bankrupt after bankruptcy where the original papers were on file in the county where the bank was located, rejecting the bank's equitable plea that until actual notice it should be permitted to cash the checks. In view of the provisions of section 21g it is difficult to see how the purchaser or lienor of land after bankruptcy would be in a stronger position than the bank.

The question has also been asked as to how binding and effective is an order issued by a referee in the most general and broadest terms declaring that anybody holding any property or interest of the bankrupt is restrained from proceeding in any manner or do anything with it by way of transfer, foreclosure, and the like, particularly where the court does not sit in the county in which the land lies and the parties have not been served with notice. So far as title is concerned, it would not appear that such an order could either enlarge or detract from the provisions of section 21g of the Bankruptcy Act. If the transferor had knowledge of the order he might subject himself to contempt proceedings; otherwise I think not, and a purchaser with knowledge, of course, would not be a bona fide transferee.

Transfers Prior to Bankruptcy

Some of the questions indicate uncertainly with regard to possible vulnerability to attack by the trustee of transfers made prior to bankruptcy, particularly those where bankruptcy ensues within four months.

I use the word "transfer": to include the sale and every other mode, direct or indirect, of disposing of or of parting with property or an interest therein or of fixing a lien upon property absolutely or conditionally, or the retention of a security title, because that is the way it is defined in section 1 of the Act.

Now let us bear in mind that the trustee in bankruptcy is a man of many powers, including those conferred by sections 60, 67 and 70 of the Bankruptcy Act to attack preferences and fraudulent transfers. He represents the unsecured creditors and is concerned with get-

ting as large a share of the assets of the estate for them as he can procure. Furthermore, he is the perfect, hypothetical creditor. His powers must be treated with respect. It is important to note that so far as the trustee is concerned no lien or deed of trust on real estate is effective before it is recorded in the proper deed records.

Section 70c, popularly called the "strong arm clause" provides that the trustee as to all property, whether or not coming into possession or control of the court, upon which a creditor of the bankrupt could have obtained a lien by legal or equitable proceedings at the date of bankruptcy shall be deemed vested as of such date with all the rights, remedies, and powers of a creditor then holding a lien thereon by such proceedings, whether or not such a creditor actually exists. The effect of this section obviously is to permit the trustee to prevail over a lien creditor who has not recorded his lien or deed of trust prior to the date of bankruptcy.

Section 67 relates to liens and fraudulent transfers. This is a complicated section giving the trustee powers to set aside transfers found to be fraudulent when made within four months prior to bankruptcy or under some circumstances within one year of bankruptcy. Furthermore, the trustee by section 70e may utilize State laws to attack a fraudulent or otherwise voidable transfer which may give him an even longer statute of limitations.

Consequently, the title insurer, if the transferor appears to be on the brink of insolvency, would be well advised to consider such factors as these: Is fair value, less than fair value, or no consideration being given for the transfer at the time of transfer? Is the transfer on account of an antecedent debt? Is it an arm length transaction or is there a family relationship between transferor and transferee? If the transfer is made by a corporation dominated by the transferee has it been properly authorized by the board of directors? Does the transferee have cause to be aware of a shaky financial condition of the transferor?

All of these are signals which should alert the insurer of the possibility of an attack by the trustee in the event of bankruptcy of the transferor.

One question asked what precautions the title insurer could take with respect to the title of a purchaser who purchased real estate from a seller who becomes a bankrupt within four months thereafter and what curative matters the title insurance company can require to make sure the title is placed at rest. One thing which can be done is to request the trustee to state whether he intends to attack the transaction. Of course, the trustee is not bound to express an opinion and even if he does it is not binding on the court. However, most trustees are cooperative and would no doubt respond to such a request. One of my trustees informs me that he has frequently received and replied to such requests.

If the title company felt reasonably sure of the validity of the transaction it could suggest to the record owner that he file a reclamation petition with the referee, thus asking the bankruptcy court in effect to quiet title. It should

be kept in mind, however, that this could possibly subject the petitioner to a counterclaim if the trustee thought he had one to assert.

Proofs of Claim

What should the secured creditor do with respect to filing a proof of claim against the estate of the bankrupt?

If the property is claimed as exempt and set aside he does not need to do anything. If it is non-exempt he has several alternatives:

1. He may surrender his security and prove his claim as an unsecured claim (which seldom happens).
2. He may file and prove his claim as a secured claim and give the bankrupt credit for the value of the security.
3. He may decline to file a proof of claim and rely solely on the security.

If the security is within the jurisdiction of the bankruptcy court, and is sold free and clear of liens the secured creditor must file his claim in order to avoid loss of his means of collecting.

Documents to be Placed of Record

Finally, there is the question of what documents should be placed of record in connection with the sale of real estate through the bankruptcy court.

To begin with it is desirable that a certified copy of the trustee's bond be filed for record. This gives notice of proceedings and also identifies the trustee.

Then there should be the instrument of transfer from the trustee to the purchaser, normally a trustee's deed. The deed should contain recitals of the application for sale, the order of sale and confirmation of the sale by the referee. It is good practice to record also the order confirming the sale.

In the event of abandonment, it is good practice to have placed of record a certified copy of the order of abandonment.

It is recognized that the best practice is not always followed, and some informality has been allowed to prevail, but making a complete record will certainly help to avoid problems and the searching of old records if questions should arise long after the bankruptcy proceeding has been closed.

These remarks are necessarily more than an outline, oversimplified, of a very complex subject. There are still many unresolved questions of practice and procedure as well as substantive bankruptcy law.

I hesitate to go into more detail, even if time permitted, because one of you might present a question to me sometime in a litigated matter, get out a copy of this talk and say here, you said this in your talk back in 1966 and I relied on it—and I might be wrong and I surely would be embarrassed.

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In Memoriam

MARSHALL H. COX

Marshall H. Cox, recently retired Vice President of the Land Title Guarantee and Trust Company, Cleveland, Ohio, passed away August 25 at his home in Avon, Ohio. Mr. Cox had been employed by Land Title for 35 years.

He was a member of both the Cleveland and the Ohio Bar Associations and had received various awards from the real estate and title professions for his contribution to the professions.

Mr. Cox was a past President and for many years Secretary of the Ohio Title Association and it was through his efforts that much of the growth of the association came about.

He is survived by his wife, two sons and five grandchildren.

COX

JAMES W. GOODLOE PASSES AWAY

James W. Goodloe, retired President of the Title Insurance Company, Mobile, Alabama, died August 22 after a short illness.

Goodloe, who retired early this year, joined Title Insurance Company in 1908 while still a student at Barton Academy. In 1927 he was named both Secretary of the corporation and a member of its board. He was elected President in 1933 and served in that capacity for almost 34 years.

Mr. Goodloe was President of the Mobile Rotary Club in 1957 and was active in the United Fund and other community service programs. He was also a Mason, a member of Abba Temple Shrine, and served a term on the Board of Directors of the American Land Title Association.

CREIGHTON B. HESS

Mr. Creighton B. Hess, Treasurer of the Louisville Title Insurance Company, Kentucky, passed away recently at the age of 54.

Mr. Hess began his career with Louisville Title on July 31, 1939. He served in several positions of importance and, on January 1, 1960, was elected to the position of Senior Vice President and Treasurer, which position he held until his untimely death.

He served in the armed forces during World War II, and later was active in several community affairs. His interest in others extended his circle of friendships to encompass innumerable persons in all fields of endeavor.

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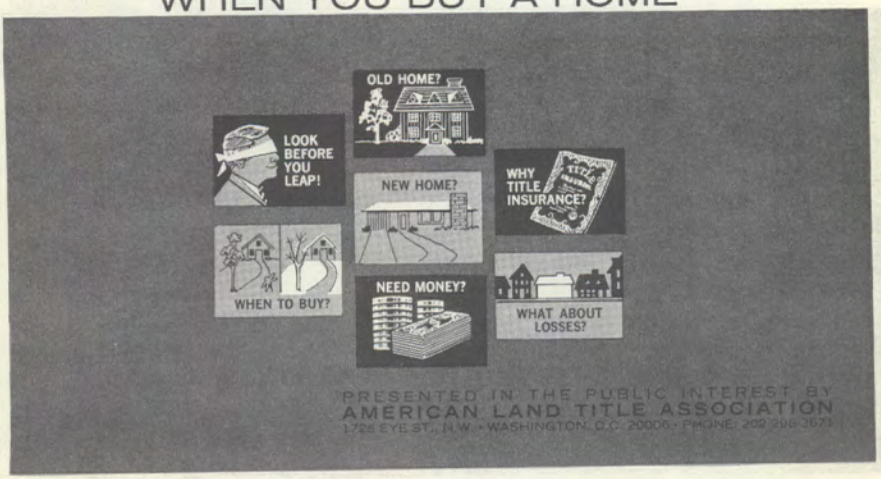

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KAISER E
IN ILLI

Ladies lunch at the Kungs Holm Restaurant.

Herbert C. Kaiser, President of the Kaiser Abstract Company, Monticello, was elected President of the Illinois Land Title Association at the 60th ILTA Convention, June 7, 8, and 9, at the Drake Hotel in Chicago. Other officers elected include:

Vice President: G. Allan Julin, Jr., Senior Vice President, Chicago Title and Trust Company, Chicago;

Treasurer: L. D. Smith, Secretary, Decatur Title Corporation, Decatur;

Secretary: Marjorie R. Bennett, Manager, Menard County Abstract Company, Petersburg.

Newly elected President Herb Kaiser to Ray Donlan.

Retiring President Donlan (center) with Ernest Stevens (left) and Gene Graves.

Representing the Title Association Robin, National Mr. Robin summ ALTA activities an of caution with re problems confronti ation and the indus

The Convention c ception sponsored b and Trust Company rich was the host. E included a discuss

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Officers and Board of Directors standing left to right: Ben F. Hiltabrand, Marjorie R. Bennett, L. D. Smith, Georganna Johnson, and Russell P. Sedgwick. Seated, left to right: G. Allan Julin, Jr., Herbert Kaiser, and J. R. Donlan.

resents Plaque of Appreciation

American Land
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nomic outlook by Arnold C. Schumacher, noted economist; an address by Ernest C. Stevens, Illinois Director of the Federal Housing Administration; a look at the "Future Industrial Development of Illinois" by Gene H. Graves, Director of the Department of Business and Economic Development, State of Illinois, and a speech by David P. Roeper, Assistant Personnel Officer of Chicago Title and Trust Company. Mr. Roeper's subject was "The Customer Is Always . . ."

A group of ILTA ladies at the Thursday night reception.

NEW JERSEY MEETS: PLANS 1969 ALTA CONVENTION

Robert F. Meyer, Vice President of Chelsea Title and Guaranty Company, Atlantic City, has been elected President of the New Jersey Land Title Association for the coming year, succeeding Lloyd Ludwig, Vice President of New Jersey Realty Title Insurance Company. Mr. Ludwig heads the company's Hackensack office.

Joseph E. Lewellen, Vice President-Treasurer, West Jersey Title and Guaranty Company, Camden, was elected First Vice President for the 1967-1968 term. John McDermitt, who is title officer in the New Jersey Realty Title Insurance Company's Newark headquarters, was elected Second Vice President. William H. Woodward, manager of the Camden office of Lawyers Title Insurance Corporation, was elected Treasurer and Emil E. Kusala, title officer for Central Guaranty Mortgage and Title Company of Rutherford, was re-elected Executive Secretary.

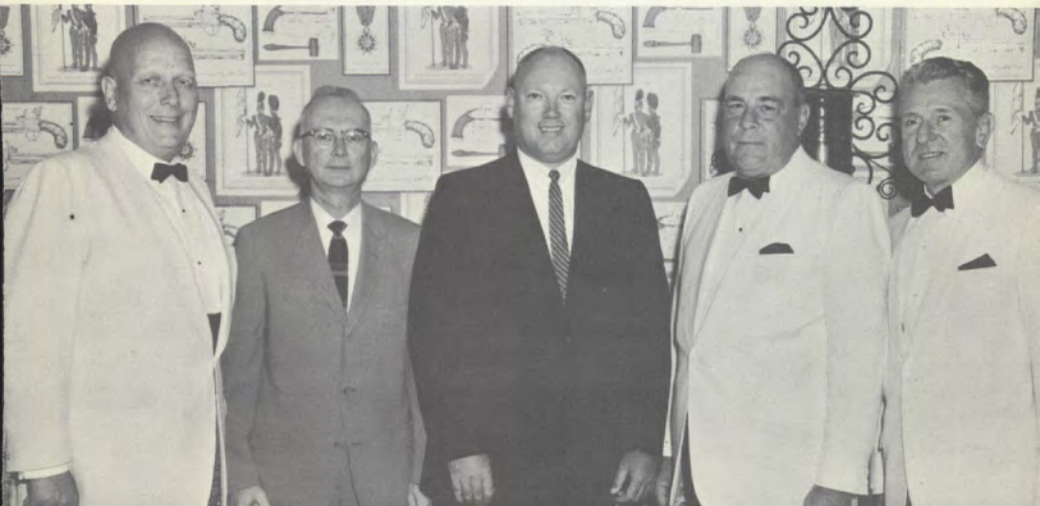
The election of new officers took place at the 45th annual meeting of the New Jersey Land Title Insurance Association held earlier this month at Seaview Country Club, Absecon, N.J. Some 75 Association members attended the two-day convention.

Left to right: Deputy Commissioner, Department Bank and Insurance, Horace J. Bryant, Jr.; Senator Alfred W. Kiefer (D), Bergen County, New Jersey; President Robert F. Meyer, New Jersey Land Title Insurance Association.

ABOVE: (left to right) Lloyd Ludwig, Past President, New Jersey Land Title Insurance Association; Noel Thompson, Mortgage Bankers Association of New Jersey; Jim Robinson, Secretary, American Land Title Association; John J. Gibbons, President, New Jersey State Bar Association; Andrew Sheard, President, Pennsylvania Land Title Association; William J. McAuliffe, Jr., Executive Vice President, American Land Title Association.

LEFT: Lloyd Ludwig congratulates new President, Robert F. Meyer.

BELOW: New officers (left to right), John H. McDermitt, Second Vice President; William Woodward, Treasurer; Robert Meyer, President; Joseph Lewellen, First Vice President, and Emil Kusala, Executive Secretary.



ALTA representatives, William J. McAuliffe, Jr., (left), and Gordon M. Burlinggame, Chairman of ALTA's Title Insurance Section (right), flank a group of happy titlemen and women at the cocktail party preceding the annual banquet.

Guests of honor included: Gordon Burlingame, Chairman, Title Insurance Section, American Land Title Association; Horace J. Bryant, Jr., Deputy Commissioner, New Jersey Department of Banking and Insurance; John J. Gibbons, President, New Jersey State Bar Association; State Senator Alfred W. Kiefer, Bergen County; William McAuliffe, Executive Vice President and James Robinson, Secretary and Director of Public Relations, both of American Land Title Association; Hon. W. Orvyl Schalick, Superior Court Assignment Judge for Camden, Gloucester and Salem Counties; Andrew A. Sheard, President, Pennsylvania Land Title Association; and Noel Thompson, President of the Mortgage Bankers Association of New Jersey.

The review of current developments in New Jersey title insurance activities included a discussion, led by Senator Kiefer, concerning the New Jersey meadowlands and riparian rights claims. Gerald L. Delahanty, Regional Manager of Aero Service Corporation of Philadelphia, discussed aerial photography and survey operations in title insurance operations.

Frank McDonough, President of West Jersey Title and Guaranty Co., reported on the progress of plans for the American Land Title Association's 1969 national convention, to be held in Atlantic City.

TIMES ARE CHANGING

By Jim Bowman, President, Rogers County Abstract Company,

Claremore, Oklahoma

Reprinted from the Oklahoma Title-Gram

That's a common phrase used today—it's probably been used throughout all ages. Conditions have never been static, but, we find ourselves using this phrase when a long established norm of conduct or way of doing business becomes out-dated. For example, the acceptable length of women's skirts and kids' hair, or first Social Security, and now Medicare. But the example of "changing times" that is my subject matter, is LAND-USE PLANNING. Jack suggested it to me because I am a member of the City of Claremore-Rogers County Metropolitan Area Planning Commission. I accepted the appointment to the Commission because I felt this was going to be a prevailing influence in our abstract business from now on.

Now for a little background. There is a series of Oklahoma Statutes that provide that towns and cities may have planning commissions, and that counties may also have them to "restrict" or "plan the use of" (whichever definition might fit your idea of the actuality) land within a certain distance of federal and state highways. When river navigation "to the sea" became a distinct possibility and probability on the Arkansas and

Verdigris rivers, the head of such navigation was located in Rogers County as close to the City of Tulsa as possible. Everyone felt that our population growth was going to be tremendous, and the statutes were amended to provide that any county that had a head of navigation or any facility constructed by the U. S. Army Corps of Engineers within its borders, could, by decision of the Board of County Commissioners and the city Council, create a Metropolitan County Planning Commission to determine the land-use of any part or all of such county. We have carved out roughly one-fourth of our county (generally the southwest quadrant, which includes Claremore and surrounding territory for at least two miles, and all land through which the Verdigris River flows up to the port area) and this blanket area is now subject to the regulations of the Planning Commission. In other words, the county and city have authority to determine (depending whether the land is in the incor-

porated or unincorporated part of this area) the use of the land (ie, commercial, industrial, residential, agricultural), and create zoning and sub-division regulations, and decide on a master plan for major streets and highways. Zoning includes such decisions as density of population in residential districts, or the location of districts, or the location of districts for light, medium or heavy industries, or whether the use of the land in one place might create a hazardous or unhealthy condition for the surrounding area; sub-division regulations provide a uniform method of dividing a large tract into building sites so that the utilities and streets will not create future problems; and the master plan for major streets and highways includes not only their location but their designation as arterial or some lesser use.

What an undertaking! And what a change in our concept of "fee simple title". In the past, townsman A or farmer A could build his house on a fifty foot lot within five feet of the front sidewalk, or within 16½ feet of the section line, if that was where they wanted to, and townsman B could split his 50 foot town lot into two 25 foot lots, or farmer B, after his land skyrocketed in value due to the location of a new highway or defense plant, could sell small tracts along the section line road, maybe in quarter-acre sizes, even though such tracts were too small for septic tanks or more than one or two wells in the area would soon use up the water supply. I believe such dangers came under the legal theory of "caveat emptor" — let the buyer beware. That has been the way of doing business in Rogers County, but times are changing. Now an Area Planning Commission is going to be the watchdog over this area, and provide "a place for all things and all things in their place." And it is intended that this "area" will be expanded in time to cover the entire county. These are encroachments on the original idea of "fee simple title", and are based on the proposition that proper land-use is necessary to keep land from getting overcrowded. In other words, if land-owners want to use their land in a legal manner, they must first be sure that they are not running counter to the pattern that has been adopted, and if they are, then they must decide to either abandon their plan or try to get the land-use plan amended.

Part of Rogers County is now committed to this concept of procedure, and I am one of eight appointees trying to come to a consensus (if you please) of what should be or should not be allowed. Believe me this is a monumental task (eight people don't agree quickly), but the Oklahoma Land Title Association Uniformity Committee has given me some experience along these lines. If Rogers County does have a population explosion, as we believe it will, even those of us who believe in "fee simple title", realize that procedures must change. How far do we go in making this first step? Do we try and decide every issue right now (some members say yes), or do we grow with necessity and amend and change as time requires (some members say yes)? Regardless of how we do it, some of the "old" is passing away and some of the "new" is taking its place.

MAGNA CHARTA AND THE TITLE TO REAL ESTATE

By McCune Gill, formerly Chairman of the Board, Title Insurance Corporation of St. Louis

Mr. Gill passed away in 1965, leaving a heritage of dedication and educational effort which will long be remembered. He was a student and author, and a prolific writer. From time to time, we are privileged to carry some of his work in Title News.

Have you ever read the Magna Charta? All of us, of course, have repeatedly heard this famous English charter referred to, but few of us perhaps have actually read it or studied its provisions.

This document, signed by King John in the year 1215, at the insistence of his barons and bishops, who with their armies were encamped near Windsor, is rated as the first of some fifty written instruments that comprise the so-called "unwritten" constitution of Britain.

The situation that led up to this concession on the part of the King, (which he afterward repudiated, by the way, because of the obvious duress), was one that has always vexed nations and still does. Namely, how people can set up a strong central government to protect them from external agressors and then protect themselves from the internal exactions of the same government.

You will remember that the frogs in Aesop's fable had the same problem when they asked Zeus to send them a stork to be their king. The stork was per-

fectly capable of protecting the frogs but later began to eat up the very frogs he had been employed to protect. (This fable, incidentally, was a whimsical description of an actual condition in ancient Athens).

Getting back to the Magna Charta, one of its most famous sentences can be seen in letters a foot high carved on the wall of our new Civil Courts Building at 11th and Market Streets in St. Louis, "To no one will we sell, to no one will we deny or delay right or justice."

One of the four duplicate originals of this Great Charter was sent to the United States to be exhibited at the New York World's Fair and, the war coming on, was kept here in the vaults at Fort Knox to preserve it during that conflict, until finally returned to England.

Now let us read the principal sections of this charter and study them a bit. We will find many interesting things concerning old and new problems in taxation, real estate and probate law, and court procedure.

Magna Charta follows very closely the ordinary form of a deed conveying real estate. Written in Latin, as were all documents in those days, it begins, "Johannes, dei gratia rex Anglie", John, by the grace of God, king of England. Also lord of Ireland, duke of Aquitaine, duke of Normandy and count of Anjou, (although he had just lost the last two dignities), "To the archbishops, bishops, earls, barons, bailiffs and liege subjects, Greeting. Know ye that we, "concessisse et hac presenti carta nostra confirmasse", have conceeded and by this our charter have confirmed, for ourselves and our heirs forever, to all free-men of our kingdom, the following liberties, "Habendas et Tenendas", To Have and to Hold, "eis et heredibus suis in perpetuum", to them and their heirs forever.

ESTATE TAXES.

The charter first limits the amount of estate and inheritance taxes that could be collected. These were called "reliefs, fines and amercements", and had previously been levied in excessive amounts. (How modern that sounds). The largest in the new schedule was "centum libras" or a hundred pounds, for a whole barony. The smallest, a hundred shillings for a knight's fee simple. These sums seem quite modest to us now but of course the purchasing power of their money was several times that of ours.

GUARDIANSHIP OF MINORS.

In those days the guardianship or "wardship" of a minor carried with it the right to take all of the products of the land during minority and the king was the guardian. Magna Charta does not abolish this form of taxation but limits it to the "reasonable produce without destruction or waste."

DOWER, DOWRY, QUARANTINE, INHERITANCE AND ENTIRETIES.

The next section is of particular interest to us. First, it recognizes the right of a wife and widow to her dower and dowry. These words are quite similar but express two very different ideas. Dower is the

right that a married woman has in her husband's lands. Dowry is her right in her own lands, called by us her "separate estate". Inheritance is what she inherits. Entirety is land owned by both husband and wife. Quarantine is the right of a widow to occupy the home tract until dower is assigned or set out to her. This section of Magna Charta further provides that these rights are not to be subject to any "reliefs" or taxes, "vidua nec alequid det", the widow shall not owe anything for these rights.

Let us read the section in full. It says that a widow, after the death of her husband, "vidua post mortem mariti sui", shall forthwith and without payment have her dower, dowry and separate estate, "dote, maritagium vel hereditatem suam", and she shall not give anything for her dower or dowry, or the inheritance or entirety. And she may remain in the home of her husband for forty days, "per quadraginta dies", after his death, within which time her dower shall be assigned to her, "infra quos assignetur ei dos sua". Our word quarantine is of course simply a misspelling of quadraginta or forty. In a later confirmatory charter, granted in 1217, during the reign of Henry III, dower is further defined as the third part of all of the husband's lands which he had in his life time, "in vita sua". From this last phrase was developed the idea of inchoate dower which makes it necessary for a wife to join in all conveyances by the husband during his lifetime. This last charter also gives the widow "rationabile estoverium" or reasonable estovers, that is to say the products of the land during the periods of her various rights. In another section, dower is made free from the debts of the husband. Thus do we see where we got those queer principles of real property law, dower, quarantine and such, with which we still struggle.

LIEN OF DEBTS.

Another section says that "bailiffs shall not seize any land or rent for debt as long as the chattels of the debtor are sufficient to repay the debt." This is still the law in the administration of decedents' estates but the creditor can now seize either real or personal property on execution during the owner's lifetime. Magna Charta goes on to say that sureties shall not be distrained as long as the principal debtor, "capitalis debitor", is able to satisfy the debt, which is still good law.

TAX LIMITATION.

In those days, as now, the power to tax without limitation—as to rate—frequently resulted in very high taxes. John's taxes like ours were unusually large due to the cost of several foreign wars. So several of the sections of the Magna Charta limit the amounts of certain taxes or fines called scutages, aids, purveyance and amercements. There is also a provision that the amount of taxes must be approved by a "common council". This is said to be the first expression of the idea of "no taxation without representation." Certainly this section is interesting to us in our day. If you don't think we need "tax limitation" as much as did King John's barons, just look

at your last income and gains tax return.

PLACE OF HOLDING COURT

Originally the court followed the King in his journeys about the British Isles and even to France. This situation becoming intolerable, the barons demanded a reform. This was accomplished in two sections of the Great Charter. The first said that common pleas or personal actions "should not follow the King's Court but should be held in some fixed place". This soon came to mean the City of Westminster and this is why that city (and not London), is now the capital of England. But actions concerning real estate titles, then called novel disseisin and morte d'-ancestor, (ejectment or quiet title suits during the plantiff's life or after death), were to be tried, as they have been tried to this day, in the county where the land is located. These trials were to be before travelling justices, like our own rural circuit courts which actually "circuit" or go about from county to county. This idea of local actions, while convenient enough in most cases, sometimes is most inconvenient. Why, for example, if all of the parties to a law suit live in New York, should they be compelled to come to St. Louis to try their suit just because a house and not an automobile is the property in question?

REMOVAL OF CAUSES

One of the most important sections in Magna Charta is quite innocent looking. It says that "the writ which is called praecipe shall not be issued to anyone concerning any tenement whereby a freeman may lose his court". This writ was named for one of its words and ran thus, "Rex vicecomite salutem, praecipe Ricardo quod reddat Willem unam hidam terrae in villa illa". The King to the Sheriff greeting, "command" (praecipe) Richard that he must return to William a hyde (100 acres) of land in your county. This meant that before Magna Charta the national or king's court could divest the local court of jurisdiction in cases involving title to land and could "remove the cause" to the king's court. By this section of Magna Charta the jurisdiction of this "federal" court was greatly diminished in favor of the "state" court. Then came evasions, (like the simulated diverse citizenship of our own time), but generally speaking the right to try land cases has remained in the local courts ever since, thereby greatly limiting the power of the national government.

RIGHT OR JUSTICE.

We now come to the most famous and most quoted portion of the Magna Charta. Let us read it in full, "No free man shall be arrested or detained in prison or deprived of his freehold, or outlawed or banished or in any way molested, unless by the lawful judgment of his peers, or by the law of the land. To no one will we sell, to no one will we deny or delay right or justice". For hundreds of years these eloquent words have been quoted by speakers and writers and have been inscribed on public buildings. However, a somewhat

wider meaning has been given to them than was originally intended. For example, it is frequently said that these sentences guarantee a jury trial, although juries were not invented until long after 1215. All that was meant was that there must be a trial before judges of the same rank and locality as the criminal or civil defendant, and that the trial must not be before a distant court "packed" with judges favorable to the king. "Law" meant a "trial by law" and not merely law in the general sense. Particularly anxious were the barons (and bishops) that the king should no longer arbitrarily forfeit or escheat their lands or those of their freeholders. The last sentence was intended to prohibit the further "sale" of writs for an exorbitantly high price. The barons did not object to paying a reasonable fee to "purchase" a writ, or as we say to make a "deposit to secure costs". They simply wished to change this proceeding from a sale of a writ at the whim of the king for a fee or charge that had no limit, to an established right to obtain a writ at a reasonable fee and thus to free themselves from the arbitrary though indirect denial or delay of right or justice.

ENFORCEMENT PROVISIONS

In another section the above general provisions are to be made effective by the immediate restoration of any lands of which the baron or freeholder had theretofore been "disseised". A "forma securitatis" or committee of twenty-five barons was created to pass on the merits of any plea to restore such lands or otherwise to enforce the charter. This committee turned out to be an almost total failure, and other methods of enforcing the objectives of the charter had to be invented in future years.

APPLIES TO ALL FREEMEN

Next we come to that section which says that all of the customs and liberties thus granted by the king to the barons or "king's men" should also be observed by the barons and all other lords toward their own vassals or "men". It seems that the retainers and soldiers of the barons had a rather effective "pressure group" of their own. No mention was made of the serfs of villeins, although they were very numerous and not all of them were "villains". The barons themselves were left to dispense, or dispense with, justice as to their own villeins or villagers.

FINAL SECTION

The final section of the Great Charter, like the first section, reads very much like an ordinary deed. "Wherefore, it is our will and we firmly declare that all men in our kingdom shall have and hold all of the aforesaid liberties, rights and concessions well and peaceably, freely and quietly, fully and wholly, to them and their heirs, of us and our heirs, perpetually, as above stated, as well on our part as on the part of the barons. Witnessed by the above named witnesses and many others and given under our seal in the meadow called Runnymede between Windsor and Staines, on the fifteenth day of June, in the seventeenth year of our reign". Incidentally, the charter, although intended to be, was not executed in the meadow called Runnymede, nor on June

15th. It was actually sealed and delivered on an island in the Thames, near Runnymede, on the 19th. Furthermore, the charter should be called "carta" and not charta. Also Runnymede should be Runing Mead. It was so called because of the previous "runes" or mysterious druidical decrees that had been written in meetings held on the "mead" of meadow located at that place.

It is hoped that this brief study may encourage us to become more familiar with the first of the Great Charters of English and American rights.

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You may owe some money on the watch, but when you hav
paid the money, your use of the watch is unrestricted. You d
need to know whether the seller is married, single, o div
You don't care whether he has a tax bill due. You are
cerned about whether he has law suits or judgments
ut when you buy a home (or any real estat
re vital to know—and many others
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TRANSAMERICA CORPORATION FORMS NEW DIVISION

Transamerica Corporation has announced the formation of a new division to consolidate the electronic data processing operations of its largest subsidiaries.

Transamerica President John R. Beckett said the administrative services division will operate the largest business data processing installation in the West.

"This is the initial step in a long-range plan to establish a nation-wide data communications network linking more than 1,000 of Transamerica's subsidiary offices," he said.

Mr. Beckett announced that Peter S. Redfield, Director of Administrative Services, will head the new division. Mr. Redfield joined Transamerica Corporation a year ago after several years with the management consulting firm of McKinsey and Company where he directed installation of computer-based management control systems for several clients.

The administrative services division will be headquartered in Occidental Center, the 32-story Los Angeles headquarters for several Transamerica subsidiaries, including Occidental Life Insurance Company of California, Pacific Finance Corporation, and Transamerica Insurance Company.

Mr. Redfield pointed out that these companies already operate some of the most advanced EDP systems in their respective industries.

Eventually, the division will operate a nation-wide data communications network that will permit the Transamerica companies to connect hundreds of sales and service offices directly with their headquarters.

"The primary goal of our subsidiaries is to permit each field sales representative to make more productive use of his time," Mr. Redfield said. "Our computers can do many of the existing chores now performed by field sales and service personnel and they eventually can provide new services for the field forces, both increasing their 'production time' and increasing their range of capabilities."

CHICAGO TITLE OFFICE GRAND OPENING ANNOUNCED

Chicago Title Insurance Company, Title Guaranty Company of Wisconsin Division has moved its Hardy-Ryan office to the new modern building on the corner of Barstow and Wisconsin Avenue in Waukesha, Wisconsin.

Grand opening of the new facilities was held on Wednesday, August 16. Alvin W. Long, President, Chester C. McCullough, Senior Vice President of Chicago Title Insurance Company, Chicago, Illinois, and Harold A. Lenicheck, President of Title Guaranty Company of Wisconsin Division, Milwaukee, were

among the officials present at the formal opening.

The Hardy-Ryan office of Chicago Title Insurance Company was formerly located at 223 Wisconsin Avenue. This organization with its complete abstract plant and records, together with its predecessor, Hardy-Ryan Abstract Company has been in the land title business since 1891. In 1921 Hardy-Ryan Abstract Company expanded its service to the community to include the guaranty of the title to real property and real estate mortgages. Subsequently, Earl W. Hardy and his son L. B. Hardy sold their interests in the abstract and title insurance business to Chicago Title Insurance Company and L. B. Hardy remained active in the business as a Director of the new company.

CAMERON REJOINS AMERICAN TITLE

William A. Cameron, who was on the staff of American Title Insurance company, Miami, Florida, from 1960 until the early part of 1966, has rejoined the Company as Vice President in Charge of Midwestern Agency Operations, President Jay R. Schwartz announced.

Mr. Cameron first joined American Title in Kansas City, where he organized a division office and operated it for two years. In 1962, he was transferred to Miami as an Assistant Vice President assigned to agency operations primarily in the midwestern states. In his new capacity, his headquarters will be in Chicago.

"We are confident," Mr. Schwartz said, "that Bill Cameron's return to our Company will be welcomed by our agents and representatives and that he will be able to increase our services throughout the area he will serve."

PAULETICH AND WIRT PROMOTED

Richard P. Pauletich and William J. Wirt have been named Assistant County Managers in San Francisco and Santa Clara Counties, California, respectively for Transamerica Title Insurance Company. Each is an Assistant Vice President of the firm.

Pauletich is a graduate of Stanford University and formerly managed the Transamerica Title Insurance Company offices in Richmond, California. The company has five offices in San Francisco.

A graduate of the University of Pacific, Wirt joined North American Title Insurance Company in

CAMERON

WIRT

PAULETICH

1956. North American was later merged into Transamerica Title Insurance Company. He has served Transamerica in Sacramento and Oakland, California. He will share in the supervision of seven offices in Santa Clara County, with headquarters in San Jose, California.

TRANSAMERICA TITLE INSURANCE COMPANY PROMOTES THREE

Transamerica Title Insurance Company, Phoenix, Arizona, announced promotion of three key personnel at the recent meeting of the Board of Directors.

Olaf C. Thorpe has been elected Treasurer to be in charge of the Accounting Department as well as the Corporate Accounting.

Evelyn L. Theobald was appointed Assistant Vice President and is in charge of the company's Personnel Department.

Frances Bumsted Mitchell was appointed Assistant Vice President and is a Legal Counsel for the firm.

Thorpe has been with Transamerica for six years and was the company's Controller prior to his promotion. He is a graduate of the University of Minnesota. He is a member of the National Association of Accountants.

Mrs. Theobald has been with Transamerica for 12 years. She is a Board Member of the Phoenix Personnel Management Association and just recently elected International Third Vice President of International Toastmistress Clubs.

Mrs. Mitchell, a University of Arizona Law School graduate, has been in the firm's Legal Department for five years. She is a former "Fair Lady of The Year". She was previously in private practice.

OHIO TITLE OPENS NEW OFFICE

P. Warren Smith, President of Ohio Title Corporation, Cleveland, recently announced the opening of new offices in Lorain County.

The new facilities will be located at 711 Elyria Savings & Trust Building, Elyria, Ohio, under the direction of Richard T. Laux.

Mr. Laux is supported by a capable staff of experienced people, who have engaged in the title insurance business in the area over a long period of years.

The opening of this new office in Lorain County is a further step in the expansion program of Ohio Title Corporation to offer state-wide title insurance service.

All title insurance developed by this office in Lorain County will be underwritten by The Guarantee,

THEOBALD

THORPE

MITCHELL

Title and Trust Company, for which Ohio Title Corporation is exclusive managers.

RONNING NAMED AUDITOR OF TITLE INSURANCE AND TRUST

The appointment of Carl J. Ronning as auditor of Title Insurance and Trust Company, Los Angeles, California, has been announced by Ernest J. Loebbecke, Chairman of the Board and President. Ronning succeeds R. R. Wright, Jr., who has resigned.

Ronning is a native of Cathlamet, Washington, where he attended elementary and high schools. He later attended Washington State College, where he earned a B.A. degree in accounting and political science. During World War II, he served with the Army as a first lieutenant, and during the Korean conflict was recalled and subsequently earned the rank of captain.

Prior to joining Washington Title Insurance Company, Seattle, in 1954, as Assistant Manager, he had worked as a tax accountant with a Seattle firm. In 1955, he was elected Comptroller of Washington Title Insurance Company, and in 1956 was named Treasurer.

Earlier this year, Ronning transferred from the title company's Seattle operations, Pioneer National Title Insurance Company, successor to Washington Title Insurance Company, to the Los Angeles home office.

RONNING

Immediately prior to his new assignment, Ronning was serving as Staff Assistant of William H. Deatley, Executive Vice President for Administration and Finance.

FIELD ELECTED ASSOCIATE COUNSEL OF NATIONAL LIFE INSURANCE CO. OF VERMONT

Andrew R. Field, a native of Cleveland and now of Montpelier, Vt., has been elected Associate Counsel of National Life Insurance Company of Vermont.

Previously an Assistant Counsel, Field was promoted by the directors of the Montpelier mutual life firm at their summer quarterly meeting at Boston.

He joined the company's Cleveland investment branch in 1953 and was its Assistant District Supervisor before coming to the home office law department in 1958. He was elected an officer and an attorney in 1962.

Field is the Vermont representative of the Legislative Committee of the American Land Title Association.

He was also associated with Otis and Company and Singer, Deane and Scribner in Cleveland.

A graduate of Parma (Ohio) High School, he holds a B.B.A. from Cleveland College, Western Reserve University (1950) and an LL.B. from Cleveland Marshall Law School (1958).

KING NAMED EXECUTIVE V.P. AT STEWART TITLE

Melvin J. King has been appointed Executive Vice President and Counsel of Stewart Title & Trust of Tucson, Arizona. The announcement was made by Don Kreuter, President.

King has been employed in the Title Insurance industry in Arizona for the past nine years. He has been living in Phoenix for the past two years. A graduate of Marquette University Law School, Milwaukee, Wisconsin, King moved to Tucson in 1957. He was appointed Pima County Industrial Development Director that year and held the post for one year before entering the title field. In 1963, King was appointed Executive Secretary of the Land Title Association of Arizona.

Before moving to Phoenix, King was actively associated with the Tucson Board of Realtors, the Home Builders Association, and various civic organizations. He is a past president of the North Tucson Lions Club.

TITLE INSURANCE CORPORATION OF ST. LOUIS EXPANDS THROUGH MERGER

Three title insurance companies have been merged into Title Insurance Corporation of St. Louis and the consolidated company's name changed to St. Paul Title Insurance Corporation, Ralph Hunsche, President of the company has announced. The merged company continues to be a Missouri corporation with its headquarters in St. Louis.

St. Paul Title Insurance Corporation and the three companies consolidated with it are all subsidiaries of St. Paul Fire and Marine Insurance Company. The other companies were Jackson County Title Co., Independence, Missouri, Capital Abstract & Title Co., Inc., Topeka, Kansas and St. Paul Title Insurance Company, St. Paul, Minnesota.

KING

MEETING TIMETABLE

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

October 26-27, 1967
Dixie Land Title Association
Jackson, Mississippi

October 26-27-28, 1967
Nebraska Title Association

November 2-3-4, 1967
Florida Land Title Association
Americano Beach Lodge, Daytona Beach

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

American Land Title Association