TITLE NEWS

THE OFFICIAL PUBLICATION OF THE
AMERICAN LAND TITLE ASSOCIATION ®

"OUR 60th YEAR"

NOVEMBER 1967

PRESIDENT'S MESSAGE

NOVEMBER 1967

As many of you already know, the American Bar Association, at its recent meeting in Hawaii, adopted the following resolution:

> "RESOLVED, that the American Bar Association approves in principle the formation of a national bar-related title assurance corporation; and
> "BE IT FURTHER RESOLVED, that the House of Delegates hereby requests the Committee on Lawyers' Title Guaranty Funds, working in collaboration with a Subcommittee of the Board of Governors, to draft a definitive plan for presentation to the Board at its October 1967 meeting."

This action on the part of ABA did not go unnoticed by your officers, and the ALTA Board of Governors at its September meeting in Denver made a historic and profound decision. Recognizing the import of the above resolution as passed by ABA, the Board directed that counsel be employed to file with the ABA a comprehensive brief opposing the action contemplated by this resolution.

As a result, we have retained Mr. Thomas S. Jackson, senior partner of the firm Jackson, Gray and Laskey of Washington, D.C. to represent our association in this matter. In addition, we secured permission for our counsel to appear before the American Bar Association Board of Governors at its October meeting to make a presentation in support of our brief.

The results of this effort will be made known to you either through Title News or other channels as soon as possible.

Sincerely,

Alvin R. Robin

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FEATURES

DEPARTMENTS

VOLUME 46

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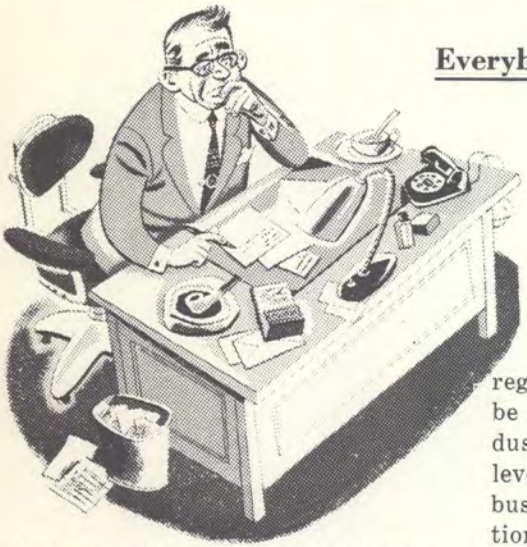
1967

ON THE COVER: On September 12, 1967, Ohio's Governor, James A. Rhodes, signed into law the Ohio Title Insurance Act, which for the first time in Ohio's history places all companies engaged in the business of title insurance under the supervision of the Ohio Department of Insurance. Passed in the final days of the Ohio General Assembly sessions, the Act codifies in one chapter of the Ohio Revised Code all pertinent provisions for the operation of title insurance businesses in Ohio. Title Guarantee and Trust Companies, although engaged in the business of issuing title insurance policies, prior to the passage of this act were not under the supervision of the Ohio Department of Insurance; whereas, title insurance companies had previously been supervised by the Department. The signing of Senate Bill 224 was a culmination of five years of struggle by Ohio titlemen.

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

PUBLIC RELATIONS ISN'T A JOB ONLY FOR THE PR STAFFERS

By DEANE & DAVID HELLER, ALTA Public Relations Consultants



Everybody Needs To Help Out

Very often, we tend to think that if a title company has a Public Relations staff that all the public relations problems are being solved and that nobody else has to give any thought or attention to Public Relations.

Public Relations people would be the first to say that this simply isn't true. For maximum effectiveness, everybody in an organization, from top to bottom, ought to become "public relations conscious." It matters very much, both to the individual company, and to the entire title industry, what opinions people have of us.

On the national level, for instance, such important matters as legislation, taxation, government regulation and other subjects can be influenced by the image our industry projects. On the company level, the development of new business, and a company's reputation in the community are affected by what people think of your organization.

Public relations begins by making sure that every visitor or caller receives warm, friendly and helpful attention. It includes making an effort to use mass media to project such an image through your entire business area.

Recently, Bob Maynard of Lawyers Title, issued a "Memo To Managers," in which the Public Relations Staff appealed for assistance in its work from the entire company. Other companies may find this approach valuable in helping to overcome the common idea that public relations is the concern only of the public relations people.

Every time something favorable appears in print about title insurance, it helps not only the company involved, but *all* title companies. Any unfavorable comment, on the other hand, hurts everybody.

There's an enormous education job to be done, because ours is a complex industry. Abstracts of title and title insurance are unfamiliar subjects to most people. Furthermore, we're talking to a "passing parade." People die, retire, forget. Realistically, we've got to keep plugging away at the job of education. And the more help we can get from everybody in ALTA member companies, the more effective we are likely to be.

You might like to read Bob Maynard's Memo which follows:

MEMO TO MANAGERS:

1. **Develop a "Nose For News":** Publicity is a great megaphone. Through the news columns of a paper or other publicity media, it is often possible to reach two hundred thousand or more persons with the title insurance story.

   Be on the lookout for unusual case histories, amusing stories, dramatic examples where it has paid the home or industrial property buyer to have title insurance. Recognizing good story potential can be a great help to our company's publicity effort.

2. **Be a Good Reporter:** Send stories and examples . . . with as much factual human interest as possible . . . to Bob Maynard, our PR Director, at Richmond. Don't bother about polished writing . . . we'll try to take care of that . . . but please let us have the raw material from which we can make effective news releases and stories.

   The dramatic example, the colorful true case history sticks in the reader or listener's mind. Often a single story, illustrating the value of title insurance, will make a more vivid impression on the prospective title insurance buyer than reams of other material.

3. **Follow Through On The Local Level:** From time to time, you will receive news releases and short feature stories from the Home Office. Please follow through by sending these, with a friendly note, to the real estate editor (or editors) of your local paper, suggesting that it would make a good story for him.

4. **Speak Up For Your Company And Your Industry:** Civic clubs, business groups and other organizations often need speakers. Why not you? Why not tell the title insurance story? Nothing develops leadership faster than speaking in public. So speak up for your company and your industry! And, when you do make an appearance, be *sure* to send a three or four paragraph story to all news media in your area in *advance* . . . (at least four days in advance, please) . . . of your appearance. Also, please send a copy of the same story to Bob Maynard.

   Few things can do more to help you become well and favorably known in your community . . . and the sum total of such efforts can be of great help to your company in expanding the volume of policies in effect.

Dear Dickey:

Richard A. Hogan, Vice President, Pioneer National Title Insurance Company, Seattle, Washington, has penetrated the public imagination with his "Dear Dickey" 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.

DEAR DICKEY:

I am a friendly philosophical fringie whose innate inertia is seldom disturbed by any form of physical exertion except by necessity. Mostly, I just sit in dark cultural coffee houses and let my beard grow while I engage in deep, detached speculation on Life and its relation to me. Being a fringie is not all fun and games. Sometimes, in order to get detached for philosophizing purposes, it may be necessary to sniff a bit of glue, inhale an occasional reefer, or absorb a beaker of bourbon. These are known as fringie benefits. Actually my life is very lonely as I do not participate in the cultural Life or social service projects of the more active fringies. For example, I have never even signed my draft card, very seldom attend "What's-Wrong-With-Things-Meetings," and the only time I marched in a protest parade was once when I was sauced and thought it was a chow line at the mission. It does take lassitude plus money to be my kind of a fringie. I am loaded with lassitude but lack the other element in depth.

Sometime ago I inherited a pad which I want to sell. Not only do I need the money but I am fundamentally opposed to the theory of permanent padism. I have stuck with a theory which I developed at a time when I was glued to the effect that housing is not one of Man's basic needs.

Since Man first emerged from the ooze and slime in that old paleozoic time and stood up on his back paws as Pithecanthropus Erectus there have been many theories advanced concerning his basic wants and desires. One early theory classified these basic wants as food, sex, clothing and shelter. This theory was developed before the discovery of

booze. Later and more practical philosophers have classified Man's needs as "Wine, Women and Song." This is a more realistic reclassification because history shows that shelter, as such, has never been one of Man's basic needs.

One of the first acts of Pithecanthopus Erectus was to select a female of the species as a mate and, in this precursor to the marital process, he discovered an eternal verity, to-wit: that his wants became involved with and were superseded by her wants, and her wants were constantly increasing. Their first home was a cave and Canthro was perfectly content with this type of housing. There were no ownership problems. Possession was all that mattered. If his mate wanted a larger cave, Canthro took it away from some one who was older or weaker. Actually Canthro didn't care where he lived or what he wore. He was driven to improvement by his acquisitive mate. If a babe down the draw sported a new leopard leotard, Canthro had to knock off a leopard or, better yet, a lion, in order that his wife would have the social edge. The same with housing. Canthro would have been content with his cave pad but his wife was constantly forcing him to enlarge or develop something new. Because of this continuous historical pressure plus minor evolutionary changes, Pithecanthropus Erectus gradually emerged into the home-loving homo-sapiens of today, with quite a bit of emphasis on the "sap."

I am no sap; I am not married. I don't believe in personal permanent housing. I need money. I want to get rid of my pad but you claim the title is tangled. I admit that numerous creditors have clobbered me with judgments but I have cleared them by going into bankruptcy. I have been discharged from bankruptcy but you still show in your title commitment every one of these judgments as a lien. The clear implication is that I won't be able to complete the sale without paying them off. This is absurd. Your commitment is a clearcut violation of my constitutional rights to freely contract debts and to freely discharge them by bankruptcy. Please clear up this inequitable situation post haste.

FRANTIC FRINGIE FREDDY

DEAR F.F.F.:

Contrary to popular thought, outstanding valid liens, including judgments, on the real property of a bankrupt are not affected by a bankruptcy proceeding and title to the property passes to the trustee subject to such liens. A discharge in bankruptcy does not operate to remove the liens, although if the judgment creditors are properly scheduled, it does eliminate the personal obligation to pay the judgment debts.

In other words, despite the discharge in bankruptcy, those judgments which were liens against the property at the time you filed for bankruptcy are still in effect and execution may be levied upon them to the extent of the value of your property in satisfaction of the liens. Therefore, unless the judgment liens are released or expire under the Statute of Limitations, we will be unable to remove them from the title commitment. Your creditors, unless overcome by inertia or sheer pity, have the right and may subject your pad to a Sheriff's sale.

RACIAL RESTRICTIVE COVENANTS THE CIVIL RIGHTS STATUTE LAW AGAINST DISCRIMINATION

By Maurice A. Silver

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

The question of racial restrictive covenants in a chain of title has again been raised both as to their effect upon marketability of the title and, more pressing, where the covenant imposes the extreme penalty of an automatic reversion of title.

These problems, it is asserted, have been accepted as settled on the assumption that the decisions of the United States Supreme Court and the New Jersey court have cast these covenants into legal oblivion. In discussing this phase of the problem a serious doubt was expressed whether this view was justified when the basis upon which these decisions were predicated is considered. It was suggested that the New Jersey anti-discrimination statute N.J.S.A. 18:25-1 et seq., implements these important decisions, and together do, in fact, render these covenants innocuous and ineffective, not only as to their enforceability in a state court, but ineffective as between the parties so that even the penalty of a reverter becomes mere verbiage, whether violated or not.

Does the state statute accomplish this end? To explore the force of this statute it is proper to review the position of the courts, its limitations and then the impact of the statute.

Prior to the decisions of the United States Supreme Court in Shelley v. Kraemer, 334 U.S. 24, 92 L.ed. 1187, 68 S.Ct. 847, the weight of authority subscribed to the proposition that there was no rule of law which prohibited agreements among private parties from imposing racial restrictive covenants. As stated by a New Jersey District Court, Lion's Head Lake v. Brzezinski, 23 N.J. Misc. 290, 43 A.^{2} 729, "The avoidance of unpleasant racial and social relations and the stabilization of the value of the land which result from the enforcement of the exclusion policy are regarded as outweighing the evils which normally result from a curtailment of the general power of alienation. 'Restatement of the Law,' *A.L.I. Title, Property, Sec. 406, Comment (1).*" No public policy to the contrary was found to exist and no constitutional impediment was found to their enforceability. This was the then prevailing opinion, and this is evidenced by the fact that in cases involving this question the Supreme Court, before Shelley v. Kraemer, denied certiorari in every instance where the attempt was made to bring it up for consideration. See Hurd v. Hodge, 162 Fed.^{2} 233, for a listing of cases.

Shelley v. Kraemer directly involved the enforceability of racial restrictions in a state court. Here the Court was concerned with the Fourteenth Amendment and the state's participation in their enforcement. The distinction between state participation and the voluntary agreement between the parties is drawn by the Court. "We conclude, therefore, that the restrictive agreements standing alone cannot be regarded as a violation of any rights guaranteed to petitioners by the Fourteenth Amendment. So long as the purposes of these agreements are effectuated by voluntary adherence to their terms, it would appear clear that there had been no action by the State and the provisions of the Amendment have not been violated." The Court concluded that the Amendment operates on the states which "includes action of state courts and state judicial officials"; that "freedom from discrimination by the States in the enjoyment of property rights was among the basic objectives sought to be effectuated by the framers of the Fourteenth Amendment."

In Hurd v. Hodge the Supreme Court reaffirmed its position; and in New Jersey, Rich v. Jones, 142 N.J.E. 215, 59 A.^{2} 839, the Vice Chancellor felt "impelled by the decisions cited to advise the dismissal of the bill of complaint" which sought the enforcement of racial restrictions.

Germane to this COMMENT is Barrow v. Jackson, 346 U.S. 249, 97 L.ed. 1586, 73 S.Ct. 1031, which held that a state court's award of damages for the breach of a racial restriction by a co-covenantor violates the Fourteenth Amendment. The Court said bluntly: "It sufficiently appears that mulcting in damages of respondent will be solely for the purpose of giving vitality to the restrictive covenant, that is to say, to punish re-

spondent for not continuing to discriminate against non-Caucasians in the use of her property." And to the question whether this ruling would impair the obligation of contracts under Article 1 § 10 of the Federal Constitution, the answer was "No." The prohibition is directed only against impairment by legislation and not by judgment of courts. In a sharp dissent Chief Justice Vinson who wrote the opinion for a unanimous court in Shelley stated that "these racial restrictive covenants, whatever we may think of them; it is not unlawful to enforce them unless the method by which they are enforced in some way contravenes the Federal Constitution or a federal statute."

In the Lion's Head Lake case the Court, in following what it considered the weight of authority in upholding the validity of the racial restrictive covenants, stressed the absence of a declaration of public policy by the New Jersey Legislature against such covenants, or that they should be forbidden. In 1945 an act to be known as "Law Against Discrimination" was passed, N.J.S.A. 18:25-1 et seq., among other things "to promote the general welfare and in fullfillment of the provisions of the Constitution of this State guaranteeing civil rights." It declares that the practices of discrimination against any of its inhabitants because of race, creed, color, national origin, ancestry or age are the concern of the government of this State, and that such discrimination threatens not only the inhabitants but "menaces the institutions and foundation of a free democratic State." This is a declaration of public policy, carrying out the constitutional civil rights section forbidding discrimination. New Jersey Constitution, Article 1, par. 5. A penalty is provided for a violation. (N.J.S.A. 18:25-26)

Under the original act the term "real property" was defined, but was not to apply to the sale or rental of a dwelling, or a portion thereof, containing accommodations for not more than 3 families, one of which was maintained by the owner, and other types of dwellings, except as to publicly assisted housing accommodations. 5 (n). But in 1966 the act was amended, and the limitation of the applicability of the act to the sale of particular dwellings was deleted, so that it applies to any sale regardless of type of dwelling or number of units. And the act now declares that it shall be unlawful to refuse to sell, rent or assign, or offer to sell to any person because of race, creed, color, etc.

The constitutionality of this stature was upheld in David v. Vesta Co., 45 N.J. 301, 196 A.^{2} 286.

Public policy was defined in an article "Public Policy in the English Common Law," 42 Harv. L. Rev. 76, at page 92, as "a principle of judicial legislation or interpretation founded on the current needs of the community." Because public policy, as agreed, is necessarily variable, the question was raised whether it is for the courts to declare that policy. Although the courts have not hesitated to make such declarations, the better guide is statutory legislation. And this declaration is found in our Anti-Discrimination Statute, which is not variable, but a firm pronouncement for the welfare of the state

and the safeguard of the democratic institutions in that state. It must follow that any agreement made in contravention of this public policy, declared in most solemn form, is not only unenforceable, but void. See Brooks v. Cooper, 50 N.J.E. 761, 26 A. 978. There is much that may be quoted from this decision, but one sentence will suffice. "Where, however, a contract is of such a nature that it cannot be carried into execution without reaching beyond the parties and exercising an injurious influence over the community at large, everyone has an interest in its suppression and it will be pronounced void from a due regard to the public welfare." So it must be said of the racial restrictive covenants.

See Re George Washington Memorial Park Cemetery Association, 52 N.J.Super. 519, 145 A.^{2} 665, declaring void as against public policy a restrictive covenant in deeds for cemetery plots restricting burial privileges to persons of the Caucasian race. This decision was based upon R.S.10:1-9 denying the right to cemetery corporation to refuse burial by reason of color.

The automatic reverter is said to be self-operating and need not enlist the aid of the courts. The argument has also been advanced that the deed creates a future estate in the grantor arising upon the happening of a given event. The answer, it seems to us, is simply this, that we cannot escape the fact that the estate is dependent upon an agreement which is void. The reasoning of the Supreme Court in Barrow v. Jackson, above, is pertinent and applicable, that to permit the reverter to stand would "give vitality to the restrictive covenants, that is to say, to punish respondent for not continuing to discriminate against non-Caucasions." In case of reverters, it would punish the non-Caucasian who is being discriminated against.

A Colorado case, Capitol Federal Savings & Loan Ass'n. v. Smith, 136 Colo. 265, 316 P.^{2} 252, adds substance to this conclusion. It held that in the wake of Shelley v. Kraemer, in an action to quiet title, an automatic reverter in violation of the Fourteenth Amend. enforceable, affirming the court below in removing the clause as a cloud on the title. The defendant attempted to draw a distinction between a pure restrictive covenant and an automatic reverter which it was asserted was a future interest. The Court, however, said: "No matter by what ariose terms the covenant under consideration may be classified by an astute counsel it is still a racial restriction in violation of the Fourteenth Amendment to the Federal Constitution . . . High sounding phrases or outmoded law terms cannot alter the effect of the agreement embraced in the instant case." The Court observed—"We are unable to rid ourself of a strong impression that this writ of error is being prosecuted in the interest of title examiners."

The Court's impression is a good suggestion. Our conclusion should be put to a judicial test, not so much for the benefit of the title examiner, but for the benefit of the purchasers of land burdened with such covenants and reverter penalties.

Everyone settles down to some serious business at the General Sessions Assembly.

HUN
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MLTA's President Johnson, left, of the Abstracters Section, ALT

The Rainbow Inn in Grand Rapids, Minnesota was the setting for the Annual Convention of the Minnesota Land Title Association on August 24, 25 and 26. Delegates learned much about equipment available for their Title Plants through a very informative speech given by Gerald W. Cunningham, Chairman of the ALTA Title Plant and Photography Committee. Thomas J. Holstein, Chairman of the ALTA Abstracters Section, in his usual down-to-earth style, visited with fellow titlemen and pro stantial ideas w home to all part Minnesota. Repr W. Johnson of S his views concer nesota Sales an Welshons and L Dakota County A accepted the E MLTA News. Th corporation of amended to mo membership req for the 1968 Co

President Jerald R. Johnson called the delegates to order.

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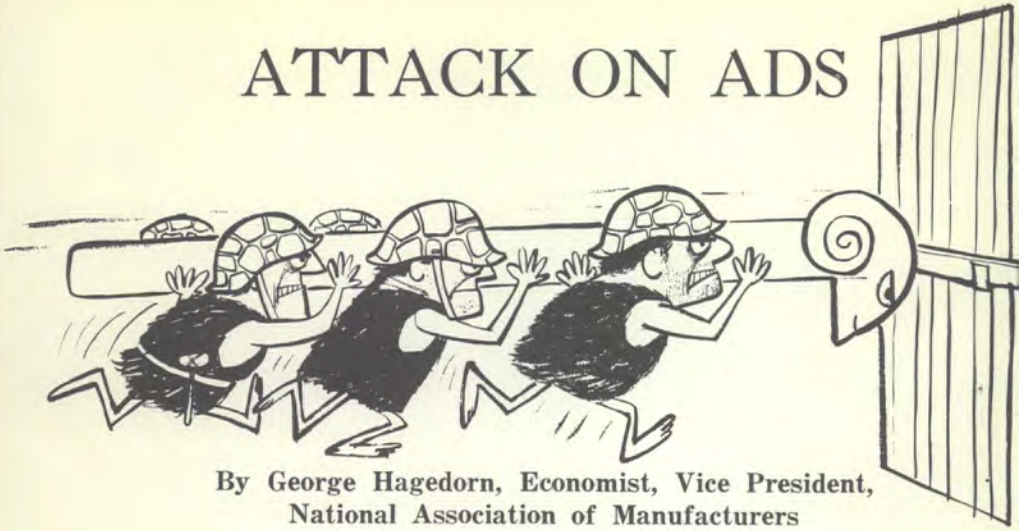
A good time was had by everyone at the MLTA Ice-Breaker.

for August 22, 23 and 24, 1968.

Lyman L. Huntley, President of the Itasca County Abstract Company was elected President of the MLTA; Neal E. Morstad, Secretary-Treasurer of the N. F. Field Abstract Company was elected Vice-President; A. L. Winczewski, President of the Winona County Abstract Company was re-elected Secretary-Treasurer and E. Ronald Dreas, Secretary-Treasurer of the Winona County Abstract Company was elected to a three year term as a Director.

MLTA officers for 1967-68 are, left to right: A. L. Winczewski, Secretary-Treasurer; Jerald R. Johnson, Past President; E. R. Dreas, Director; P. R. Welshons, Director; L. L. Huntley, President; K. B. Skurdal, Director; N. E. Morstad, Vice President.

ATTACK ON ADS



By George Hagedorn, Economist, Vice President, National Association of Manufacturers

Up to a point, the criticisms of modern advertising remind us of the criticisms of modern politics. We can sympathize with both. The appeals to consumer choice—just like the appeals for political support—are not always addressed to the most admirable of human traits. And in both cases criticism can serve a useful purpose in improving the quality.

But the attack on advertising has moved into an area where the analogy no longer holds. Even the most critical commentators accept the fact that politics is a necessary form of activity, and that we would run grave risks in attempting to inhibit or censor appeals to the public.

By contrast many of the critics of advertising seem to assume that it is an inherently useless, and even vicious, form of human action. Underlying the attack on advertising is a widespread assumption that we have nothing to lose, and much to gain by restricting and discouraging advertising activity.

THIS IS A DANGEROUS ILLUSION. Advertising is as indispensable in an economy of free consumer choice as politics are in a democracy.

Commercial advertising serves the essential purpose of informing consumers on the choices open to them. Any impairment of the channels for conveying such information would damage the interests of the consuming public.

The opponents of advertising customarily scoff at such an argument. How, they ask, can advertising purvey genuine information to the public when it is organized and paid for by interested parties? Would it not be better for the public to get their information on a product from experts who don't really care whether or not they buy it?

This argument may sound impressive until we recall that investigation by disinterested experts is not always the best way of getting at the truth. When a case is tried in our courts, the information presented to the jury is not organ-

ized for them by a staff of people who are indifferent to the decision. Instead, we depend on the interested parties on both sides of the case to prepare and organize the information on which the jury will make its judgment. A thousand years of history suggest that this is a reasonably effective means of gathering relevant facts.

Adversary proceedings are usually the best way of insuring that all sides of a question will be looked at. And this is what we have in the competitive advertising of American firms.

Recently, a chief line of attack on advertising has been the allegation that it corrupts the public taste. Specifically, it is argued that, in the absence of advertising, the country would have chosen to spend more of its income through government for such laudable purposes as beautification, education and welfare, and correspondingly less of their income for the selfish purpose of individual consumption.

The notion that the advocates of government spending are not given a fair opportunity to present their case to the public seems almost laughable. We read the news stories describing proposed government spending programs on the front pages of our newspapers. The appeals for private spending appear in paid advertisements on the inside pages.

Another line of attack on advertising is that it weakens competition by developing consumer loyalty for particular products and companies. What this seems to mean is that some firms are more successful in their advertising than others. The idea that competition can be strengthened by penalizing those who are successful at it doesn't sound convincing.

The members of the American Land Title Association are invited to join the Idaho Land Title Association at their Annual Convention to be held commencing February 2, 1968, at Honolulu, Hawaii. For details, please contact Dwain Stufflebeam, President, Idaho Land Title Association, Box 2179, Boise, Idaho.

"THE HAPPY MEDIUM"

F. W. Audrain, Senior Vice President, Security Title Insurance Company, Los Angeles, California, recently submitted to the editors of Title News a most interesting claim. To quote from Mr. Audrain's letter to us, "A claim came our way on a policy on a deed given and relied upon. Seems as if the grantor was under persuasions that she thought differently about after she reconsidered the events with her lawyer. In the course of her consultations with her medium, there were some colorful aspects of the matter, more particularly pleaded in paragraph VI. Perhaps, omitting a name, this paragraph and paragraph IX would be material to illustrate what a title insurer sometimes has to cope with." Title News presents for your enjoyment—in part—"The Case of the Happy Medium."

That defendants, JANE DOE, BILL DOE, SUSAN DOE, and FRED DOE, were at all times herein mentioned, and now are, residents of Los Angeles County, California.

That at all times mentioned herein, defendants and each of them were authorized and empowered by each of the other defendants, to act as the agent and co-conspirator of each, and each and all of the things herein alleged to have been, were done by each of them in furtherance of the conspiracy as hereinafter alleged, in the capacity of and as the agents and conspirators for each other.

That on or about February 3, 1958 and continually thereafter until approximately the month of August, 1959, plaintiff went to the residence at 2018 West Santa Barbara Street, Los Angeles, California, to see the defendant, JANE DOE, who held herself out to the plaintiff as a seer, medium reader, healer, fortune teller and spiritualist.

That some time prior to March 17, 1958, but after February 3, 1958, the exact date of which is unknown to the plaintiff, although it is known to the defendants, the defendants herein entered into a conspiracy with each to cheat and

defraud plaintiff out of her assets by making and giving certain representations, assertions, promises, statements and threats to the plaintiff as alleged hereinafter.

That during said visits, defendant, JANE DOE, falsely and with the intent to deceive and defraud the plaintiff, represented to the plaintiff that said defendant could accurately tell and ascertain plaintiff's fortune and future and could foretell what acts and on what days such acts would be beneficial to and in the best interest of the plaintiff; that, during said visits, defendant, JANE DOE performed certain rituals, and in particular defendant, JANE DOE, on plaintiff's second visit, told plaintiff to bring a chicken on her next visit, and thereafter, on the next visit, plaintiff brought a live chicken which was killed by the said defendant as part of her said ritual, causing the plaintiff to become sick at her stomach; that, whereupon, said defendant diagnosed said stomach trouble as "quivers of the stomach" and prescribed for plaintiff and did give plaintiff certain drinks of purported tea which plaintiff took and consumed by virtue of said defendant's representation and advice that such could cure her said stomach trouble.

That during said visits, the defendant, JANE DOE was always present with one or more of the defendants to give advice and said services to the plaintiff. That, after each consultation with the defendants, plaintiff paid them the sum of $5.00 as fee for aforesaid advice and services. Further, that in addition to the $5.00 fee paid as aforesaid, plaintiff paid the defendant the sum of $900.00 as fee which was demanded by the defendants to continue said visits by the plaintiff, making the total sum paid by the plaintiff, to the defendants as aforesaid, in excess of $1,000.00.

That at all times herein mentioned until on or about April 1, 1958, plaintiff was the legal and registered owner of the realty commonly known as 4261—9th Avenue, Los Angeles, California, and more particularly described as follows, to wit:

> Lot 432 of Tract 9741 as per map recorded in Book 138, Pages 16-19 of Maps in the office of the County Recorder of Los Angeles County, State of California.

That shortly after plaintiff's first visit with the defendants, the defendants and each of them in furtherance of said conspiracy, represented to plaintiff that said realty and all the personal property therein, including all of plaintiff's clothing, furniture and furnishings, were injurious to plaintiff's health. Further, said defendants in furtherance of said conspiracy, represented to plaintiff that said properties were causing plaintiff to be ill, nervous and upset, and further, represented to the plaintiff that she must get rid of said properties if she wanted to lead a normal, healthy and happy life.

That on or about March 17, 1958, defendants and each of them, in furtherance of said conspiracy and with intent to defraud plaintiff, represented to the plaintiff that said realty be transferred to one of plaintiff's relatives; that at said time, defendant, BILL DOE sug-

gested that an escrow be opened at FEDERAL ESCROW COMPANY, located at 3719 South Western Avenue, Los Angeles, California, to handle the transfer of said realty; and that defendant, BILL DOE, drove plaintiff and defendant, JANE DOE, in a certain Cadillac automobile to said Escrow Company, where an escrow, number 4129, was opened for said purported transfer of said realty.

That plaintiff believed and relied upon said representations and reposed special-but unwarranted-trust and confidence in defendants, and was thereby induced, coerced, and prevailed upon to transfer said realty to the defendant, JANE DOE; that on or about March 17, 1958, said defendant prepared, or caused to be prepared, a certain deed a copy of which is attached hereto as Exhibit "A", and made a part hereof by reference, escrow instructions and other papers or documents in connection with a purported sale and conveyance of the aforesaid realty by plaintiff; that, thereafter, by fraud, deceit, coercion, and trick, the defendants and each of them procured said plaintiff's signature on such of these documents so as to effect a purported sale and conveyance of said realty to defendant, JANE DOE; and that the entire escrow expenses were paid by the defendant.

That the aforesaid escrow instructions attached hereto was Exhibit "B" and made a part hereof by reference, states that plaintiff received outside of escrow the sum of $5,000.00 from the defendant, JANE DOE, and the total purchase price for said realty was $19,672.55; that said defendants have not paid to plaintiff the said sum of $5,000.00 or any other sum; and that plaintiff purchased said realty in 1955 for the sum of $21,-500.00 and the same is reasonably and fairly worth $30,000.00.

Subsequent to obtaining said deed, attached as Exhibit "A" defendants, SUSAN DOE and JANE DOE, on or about August 6, 1958, conveyed by grant deed, attached as Exhibit "C" and made a part hereof by reference, the aforesaid realty to defendant, BILL DOE; that on or about April 2, 1958, defendant, FRED DOE, quit claimed all of his rights, title and interest in aforesaid realty to defendant, JANE DOE, a copy of which is attached hereto, marked Exhibit "C", and made a part hereof by reference.

That plaintiff remained in possession of said realty until about the early part of May, 1958, when, on the night during said month and year, a masked person entered said premises and severely beat plaintiff, advised her to leave said premises without taking any properties as aforesaid, and threatened to kill her if she told anyone; and that, thereafter, plaintiff in fear for her life, gave up possession of said properties as aforesaid, and the defendants entered into possession shortly thereafter.

That, subsequently, defendant, BILL DOE, on or about March 8, 1960, sold and conveyed by joint tenancy grant deed, a copy of which is attached hereto, marked Exhibit "D" and made part hereof by reference to JOHN SMITH AND ERMA SMITH, said realty, and as part of the transaction, sold said personal property of the plain-

tiff, to said JOHN SMITH and ERMA SMITH; that the said defendant, BILL DOE, took the proceeds from the purported sale of said realty and said personal property to said JOHN SMITH and ERMA SMITH and invested it in two parcels of real property, one being described:

> Lot 5 of Spears Bungalow Tract, as per map recorded in book 18 page 160 of Maps in the office of the county recorder of Los Angeles County, State of California,

and the other parcel being described:

> The East Twenty (20 feet of Lot 3 and all of Lot 4 of Spear's Bungalow Tract) as per map recorded in Book 18, Page 160 of Maps, in the office of the County Recorder in the Los Angeles, State of California.

In Memoriam

J. OLLIE HALL PASSES AWAY

J. Ollie Hall, sixty-five, Executive with the American Title Insurance Company, Miami, Florida, passed away October 3 in Miami.

Mr. Hall, Senior Vice President, Treasurer, and Board member of Atico Financial Corporation and American Title Insurance Company, had been with American Title Insurance Company since 1947 and had held his position with Atico since that company took American Title and other insurance companies as subsidiaries in 1962.

He left the Internal Revenue Service in 1940, to become Chief Examiner for the Florida Insurance Department, and was an officer of Reliable Insurance Company and several other insurance companies affiliated with American Title in the 1950's.

In 1955, Mr. Hall was appointed head of the Fire and Casualty Section of a legislative steering committee to draft an insurance code. He was named Insurance Man of the Year by Florida State University in 1958 for his work on that committee.

Survivors include his wife, Helen T.; his daughter, Mrs. Camilla Rodgers of Miami; and a sister, Mrs. G. H. Drake of Atlantic Beach.

GUARANTY TITLE, TAMPA, FLA. ACQUIRES WINTER HAVEN FIRM

Controlling stock interest in Florida Southern Abstract and Title Company of Winter Haven, was acquired recently by Guaranty Title Company of Tampa, Florida. Alvin R. Robin of Tampa, recently elected President of the ALTA, and President of Guaranty Title, was elected President and Chairman of the Board of Directors of the Winter Haven company. Mr. John C. Wells, former Manager of Florida Southern Abstract's Lake Wales Branch Office, was named Manager of the Winter Haven facility. Mr. Robin reviewed future plans for the local operation after his election, noting that Guaranty Title Company was chartered in 1923 and began business in Hillsborough County the following year.

Florida Southern Abstract and Title Company, incorporated on January 26, 1925, served Polk County from its home office in Winter Haven and three branch offices in Lakeland and Lake Wales.

Both Florida Southern Abstract and Guaranty Title have been agents for Lawyers Title Insurance Corporation, whose Florida State Office is located in Winter Haven, since 1934. Robin said it was his intention that, "This valued relationship will continue in the future." Mr. Robin noted that Florida Southern has maintained a position of leadership in Polk for over forty years "and should continue to maintain the same high levels of achievement in the future." Mr. Robin also noted that the newly acquired company will continue to operate under the same general policies and with no substantial change in personnel.

WILDEY TO HEAD OHIO TITLE CORP. OFFICE IN YOUNGSTOWN

P. Warren Smith, President, Ohio Title Corporation, with headquarters in Cleveland, recently announced that John M. Wildey of Columbus, Ohio, was named Manager of Ohio Title Corporation's office in Youngstown.

Wildey, a native of Chicago, graduated from Knox College in 1951 and the University of Miami, Florida Law School in 1957. He has

WILDEY

worked in the title field in Canton and Columbus for ten years.

"Mr. Wildey's experience, coupled with the title plant and facilities of the Youngstown office, complete another link in Ohio Title's program of providing a complete title insurance service throughout the state," said President P. Warren Smith.

FIRST AMERICAN TITLE ANNOUNCEMENTS

First American Title Insurance & Trust Company, Santa Ana, California, has opened a branch office in Yuba City, California, to serve Sutter County, according to an announcement by President D. P. Kennedy. The facility is located at 124 Carriage Square.

Serving as Vice President and Manager is Kenneth M. Hopper, veteran of 15 years in title insurance and real estate work.

A long-time resident of Yuba City, Hopper was engaged in the real estate and insurance fields before entering the title insurance business in 1961. Hopper is a graduate of Yuba City Union High School, received an AA degree in engineering from Yuba College, Marysville, and an AB degree in business administration from San Jose State College. He and his wife Betty, and two daughters reside in Yuba City.

PROMOTIONS:

Two executives of First American Title have been elevated to new posts in concert with the firm's accelerated expansion program.

Robert F. Hoyt of Tustin has been placed in charge of national business development, and Darrel C. Truby of Laguna Hills has been promoted to Assistant Manager of First American's Nevada subsidiary, Nevada Title Guaranty Company, with principal offices in Reno. Both are Vice Presidents.

In announcing the appointments, President D. P. Kennedy said Hoyt's base of operations will be in First American's regional office in Los Angeles.

Hoyt, who joined the First American staff 17 years ago, has served as chairman of the public relations committee of the California Land Title Association, is co-chairman of the California Mortgage Bankers Association 1968 convention, and is a member

HOYT

TRUBY

TAYLOR

of the regional highway committee of the California State Chamber of Commerce.

A native of Avalon, Catalina Island, Hoyt is a graduate of John Marshall High School, Los Angeles, and Santa Ana and Fresno State Colleges. He and his wife Dorothy, are the parents of three sons.

Also a 17-year veteran of service with First America, Truby has been serving as liaison officer with underwritten companies in the firm's seven-state operation. Previously, he directed the engineering department. He is a member of the national public relations committee of the American Right of Way Association and a member of the American Congress on Surveying and Mapping. A native Californian, Truby attended the University of California.

NEW OFFICE:

The Santa Barbara County, California, facilities of First American Title Insurance & Trust Company have moved into new offices in the beautiful First American Title Building at 3704 State Street, Santa Barbara.

Heading the staff of experienced personnel as newly-appointed Vice President and Manager is Anthony W. (Buz) Smith, who has a varied background of title service.

Associated with the parent company in Santa Ana for the past nine years, he is experienced in all phases of the firm's operation. After periods in title information, title searching and plant department, he spent five years as title officer and escrow officer. He helped direct the building of title plants for the First American offices in Santa Barbara, San Luis Obispo and San Diego Counties, and more recently has been on assignment as interim manager of branch offices.

REGIONAL OFFICE:

First American Title Insurance & Trust Company also announced the establishment of a regional office in Los Angeles' new Del Amo Financial Center.

Both the regional First American office and Los Angeles Land Title Company are members of the Los Angeles Title Plant Company, affording outstanding title searching facilities.

Heading the Del Amo office staff of experienced title personnel will be Donald G. Taylor of Long Beach, Vice President and Manager; Robert F. Hoyt of Tustin, Vice President—national business development and previously mentioned; and Calvin F. Scroggins of Sepulveda, Assistant Vice President and Chief Title Officer.

Taylor has a background of experience in every phase of the title insurance business—gained during his 15 years with First American and six years of banking. He began his First American career in the escrow department, transferring to the trust unit as Vice President and Trust Officer upon its establishment in 1960. More recently, he has been directing the company's system-wide escrow department, a position he will continue to hold. Taylor received his law degree from Pacific University School of Law, and served as an

infantry officer in North Africa, Sicily and Italy during World War II.

Scroggins, widely-known Los Angeles title insurance administrator, has been engaged in title work in Los Angeles since 1952, the last four years as chief title officer for other major Los Angeles firms.

ARKANSAS TITLEMAN NAMED TO CITY MANAGER BOARD

Mr. E. A. Bowen, Jr., Vice President and Secretary of the Beach Abstract and Guaranty Company, Little Rock, Arkansas, was named recently by the City Manager Board of Little Rock to complete a term on the Board which will end in December, 1970. In making the announcement at a news conference, Little Rock's Mayor Borchert stated that, "Mr. Bowen will be of great help to this Board in administering the affairs of all of Little Rock." The Mayor went on to say, "We ask all citizens to join with us to welcome Mr. Bowen to the City Board and to pledge to him their fullest cooperation."

Mr. Bowen has lived in Little Rock all of his life. He is a graduate of Little Rock High School and the University of Arkansas, is a Deacon and a former Chairman of the Board of Deacons of First Presbyterian Church, and has served on the Little Rock Planning Commission since 1962.

Mr. Bowen served in both World War II and the Korean War.

MEETING TIMETABLE

February 3-4-5-6-7-8, 1968
Idaho Land Title Association
Honolulu, Hawaii

February 21-22-23, 1968
MID-WINTER CONFERENCE
American Land Title Association
The Roosevelt Hotel
New Orleans, Louisiana

April 25-26-27, 1968
Texas Land Title Association
Robert Driscoll Hotel,
Corpus Christi

May 5-6-7, 1968
Iowa Land Title Association
Holiday Inn, Waterloo

May 9-10-11-12, 1968
Washington Land Title Association
Sheraton Motor Inn, Seattle

May 19-20-21, 1968
Pennsylvania Land Title Association
Tamiment-in-the-Poconos

June 26-27-28-29, 1968
Michigan Land Title Association
Byne Highlands, Michigan

June 27-28-29, 1968
Wyoming Land Title Association
Wort Hotel, Jackson

July 14-15-16-17, 1968
New York State Land Title Association
The Greenbrier
White Sulphur Springs, West Virginia

September 12-13-14, 1968
North Dakota Title Association
Holliday Inn, Bismarck

August 22-23-24, 1968
Minnesota Land Title Association

September 29-30-October 1-2, 1968
ANNUAL CONVENTION
American Land Title Association
Hilton-Portland Hotel
Portland, Oregon

October 24-25-26, 1968
Wisconsin Title Association
Pfister Hotel, Milwaukee