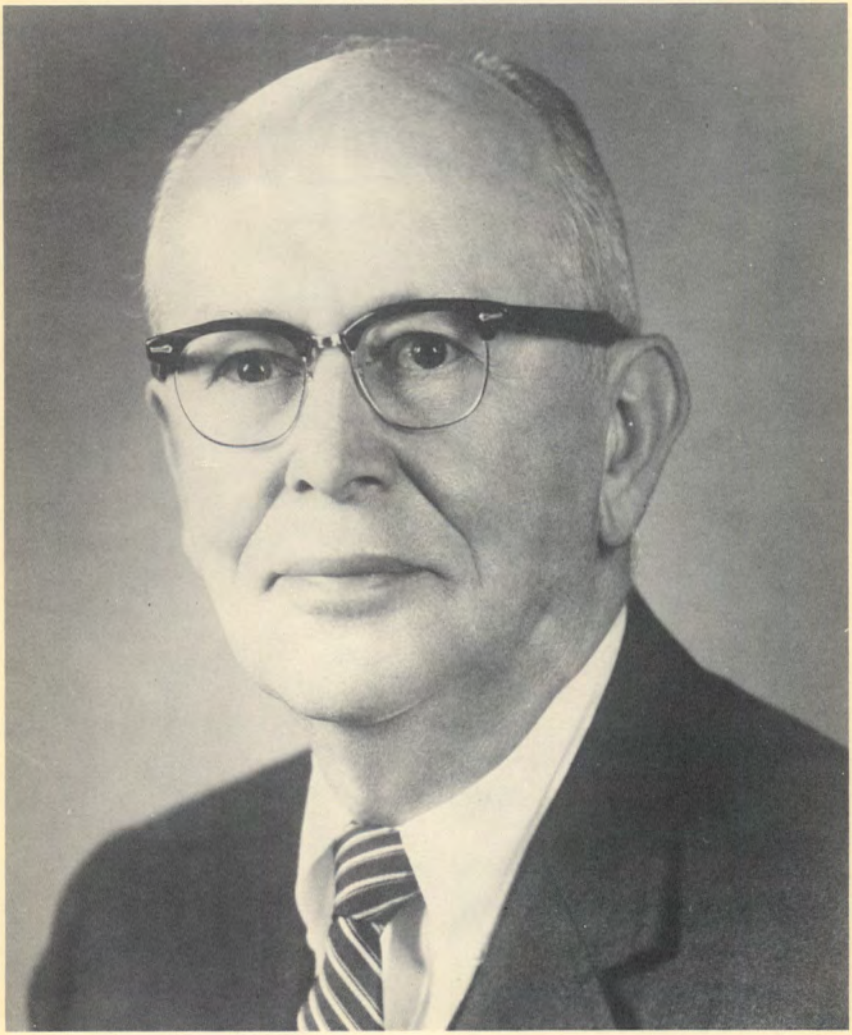
TITLE NEWS

THE OFFICIAL PUBLICATION OF THE
AMERICAN LAND TITLE ASSOCIATION ®

"OUR 61st YEAR"



OCTOBER 1968

PRESIDENT'S MESSAGE

OCTOBER, 1968

Now as we reminisce on our convention in the City of Roses, we should first thank the General Chairman, Fred McMahon and his lovely wife, Marian, Chairman of the Ladies Committee, and all the other members of the Oregon Land Title Association for a great and gracious convention. As Fred foresaw, we were reluctant to leave Portland.

I am most happy to have had the opportunity of serving under Al Robin, and I am more than delighted that our predecessors saw fit to adopt and amend a constitution providing for continuity, for a period, of prior administrators.

I deeply appreciate the confidence the members of the American Land Title Association have expressed by electing me President for the coming year. I do hope to be able to prove that their confidence is not misplaced. With the continued assistance of our great Washington staff, the Board of Governors, Vice President Holstein, the Chairmen of the Abstracters and Title Insurance Sections, and the hard working committees, I feel confident that this will be a fruitful year.

Sincerely,

Gordon Burlingame

Gordon M. Burlingame

TITLE NEWS

THE OFFICIAL PUBLICATION OF THE
AMERICAN LAND TITLE ASSOCIATION

EDITORIAL OFFICE: Premier Bldg., 1725 Eye St., N.W., Washington, D.C. 20006 202-296-3671

FEATURES

DEPARTMENTS

VOLUME 47
NUMBER 10
1968

ON THE COVER: Gordon M. Burlingame was elected Wednesday, October 2, as President of the American Land Title Association. The members of the ALTA placed their confidence and high hopes for an outstanding year in the hands of this proven, dynamic leader. You will read more about this distinguished titleman in future issues of Title News.

MICHAEL B. GOODIN, *Editor*
DONAILEEN C. WINTER, *Assistant Editor*

WHAT A TITLE INSURER MAY EXPECT FROM AN AGENT AND VICE VERSA

By J. Mack Tarpley, Vice President
Chicago Title Insurance Company

When the relationship of principal and agent is achieved, each party to the relationship immediately becomes obligated to the other for the performance of certain acts and the allegiance that makes any two-party agreement a workable one.

First, I should like to approach the subject from the standpoint of what the title insurer should expect.

Obviously, a primary reason for the appointment of the agent is to create income for the insurer. The insurer may and should expect the agent to promote the sale of title insurance and, more particularly, the sale of the policies of the insurer in the area covered by the agent's contract. Agents have been known to accept an agency contract for defensive purposes, that is to prevent someone else from accepting the contract and with no thought of promoting the business of principal. Such relationships are ill-advised and are usually of short duration, not giving lasting benefits to either party.

The underwriter expects, and will insist, that the agent conform to any regulations imposed by the state relating to pricing forms and business procuring practices. In non-regulated areas, the underwriter expects the agent to abide by a pricing practice that is competitive but to always keep in mind the agent's and the underwriter's cost of doing business and the necessity for each to return a profit. I say the following somewhat lightly, but on more than one

occasion I have had agents admit that they are prone to think so; the agent looks at his net figure in the same relation as his remittance to the underwriter. Believe me, we underwriters do have costs of doing business.

The insurer should expect from the agent the adherence to sound underwriting practices in accordance with the rules and instructions provided by the principal and in light of the agent's knowledge of local laws and information. The agent is expected by his underwriting evaluation to recognize risks falling outside of the general underwriting standards prescribed by the underwriter, and to seek the advice of the underwriter before committing to such risks. When the agent submits an underwriting question to the insurer, the insurer is entitled to a detailed account of the problem, any statutory or case law citations known to the agent or furnished to him by the examining attorney, and any off record facts bearing on the question. Too often, questions are submitted and so little information is furnished that a prompt and proper answer is, at best, difficult. It must be remembered that sound underwriting practices are a primary factor in the achievement of a profit position over an extended period of time, even though a relaxed underwriting position may provide immediate income.

Closely allied to the matter just referred to, the insurer expects the agent to be fully aware and to verify the competitive practices at the local area. While I do not mean to imply that it is so in most instances. I have heard many times the expression that "But if I can't do it, he can get it across the street." Many times, this is an approach to the agent, which a little checking will prove to be not quite correct, and in some instances, while true, is business better passed on to the man across the street.

The insurer is entitled to know about and should be immediately advised of any claim or purported claim involving any policy of title insurance. Any such matter coming to the attention of the agent should be immediately communicated to the insurer.

The ordering of policies and other supplies in such a manner as not to impose an undue administrative or economic burden on the insurer. It is recognized that emergencies do arise and that all of us do "goof" at times, but the agent should inventory his supplies so as to reorder in a timely manner.

The recognition by the agent of, and his prompt performance of all of the obligations assumed by him under the contract of agency. In this area, I know from my experience as an agent that the monthly reporting of and remitting for policies is a boring and non-income producing activity for the agent, but, believe me, all of you agents, it makes life easier for some employee of the insurer who is trying to help you.

Last, the underwriter should expect from the agent—honesty. I know some of you agents may say you must be out of your mind to suggest any question of me in this area and I am not. But look, fellows, the problem has arisen and the more often it arises, the blacker the eye we all receive. May I suggest that no matter what the es-

crow bank statement shows, a reconciliation with your ledger will indicate only so much money is there, and it is not one big stack of money, but several small stacks, none of which is yours—Get thee behind me, Satan.

Now, shall we cross over and approach the problem from the other side of the fence. I am an agent, what am I entitled to expect and receive from the underwriter?

First, once we have achieved the principal and agency relationship, I expect a frank, honest and cards on the table approach in my dealings with you. I do not want to constantly fence with you about any matter related to our relationship. Tell me your position on matters, don't force me to wheedle it out of you. Don't take a position from which you know you will recede, and neither will I; in other words, we are partners in this venture, let us work for our mutual benefit not for our own interest alone.

I am your local salesman, to be effective in this role, I need your help. My customers expect and are entitled to service to meet their needs. If I submit an underwriting question or any other matter relating to the conduct of our business, I am entitled to a prompt and definitive answer. As I serve my customers, your image is built.

I expect you to be knowledgeable of the competitive practices in the geographic area of my operation. If I am to be your agent, I expect your efforts should be designed to place me in a competitive position. I recognize that not all underwriters have the same philosophy of operation, both from an underwriting standpoint and a business standpoint, but I was aware of your general positions and attitudes when I agreed to be your agent and I expect no preferred treatment.

I am entitled to your best efforts in the marketing area to develop my business. Principally, I need your help at the national level; if I am worth my salt. I can handle the local situation although at infrequent intervals I may need local assistance from you.

If my customer, your insured has a claim, I demand that the matter be promptly and courteously handled in keeping with the facts and the coverage afforded by the policy. Service of claims is just as important as service in the issuance of the policy.

I expect your personnel with whom I have contact to be knowledgeable and capable of advising with me and assisting me in the conduct of my business and my dealing with my customers.

I expect to meet all of the liabilities and obligations imposed on me by the agency agreement without any whimpering, and I expect you to do likewise. I know you will, from time to time, check on my conduct of the business covered by our agreement; and I extend to you full cooperation.

Departing the position of either the agent or the underwriter, may I offer a personal observation to you—once an agreement has been reached between the underwriter and the agent, the written agency contract is an unimportant document until such time as the parties can no longer agree. Then it becomes an all important document which governs the severance of the relationship.

REPORT OF THE ALTA JUDICIARY COMMITTEE

The members of the Judiciary Committee of the American Land Title Association have submitted over three hundred cases to Chairman John S. Osborn, Jr., Senior Vice President, General Counsel and Title Officer, Louisville Title Insurance Company, for consideration in publishing the annual Judiciary Report. Chairman Osborn has chosen 126 cases which constitute a very lengthy report. Included in this Report are seven cases on title insurance and many other interesting decisions. Because of the length of the Judiciary Report, the Report will be published in Title News *in a series of articles in the coming months.*

ABSTRACTS OF TITLE

Anderson v. Boone County Abstract Company, 418 S.W. 2d 123 (Mo. 1967)

Lack of privity between plaintiff and abstractor, who provided plaintiff's predecessor in title with abstract on which plaintiff relied in purchasing property but which failed to set forth restrictive covenant, precluded plaintiff's recovery for abstractor's alleged negligent performance of contractual duty.

ACKNOWLEDGMENTS

Wayne Bldg. & Loan Co. v. Hoover, 12 Ohio St. 2d 62, 231 N.E. 2d 873 (1967)

Plaintiffs instituted action to foreclose a mortgage lien upon real estate. Defendant contended that his judgment lien upon the real estate had priority over the mortgage lien although the mortgage was recorded prior to the rendition of the judgment lien for the reason that the plaintiffs' mortgage was invalid in that it had not been properly acknowledged before a Notary Public or other officer as required by Ohio Revised Code Section 5301.01 which required the signing to "be acknowledged by the mortgagor before a Notary Public". The mortgagors had signed the loan contract and mortgage in the presence of two witnesses, one of whom was a Notary Public but had not orally acknowledged the signing to the Notary Public but had, in fact, said nothing after signing the instrument. The witness who was a duly authorized Notary Public signed as a witness to the signature of the mortgagors and also executed the certificate of acknowledgment of the mortgage as a Notary Public. HELD: The mere signing of an instrument in the presence of a Notary Public constitutes an acknowledgment.

ADJOINING LAND OWNERS

McCoy v. Emirch, 72 Wn. Dec. 2d 840, 435 P2d 550 (Wash. 1967)

A cause of action for removal of lateral support arises when the damage occurs and not when the excavation is made.

ADOPTION

Thomas H. Minary, Jr. v. Citizens Fidelity Bank & Trust Company, 419 S.W. 2d 340 (Ky. 1967)

Will create a trust, proceeds to go to testatrix's husband and three sons, to terminate on death of last surviving beneficiary, and upon termination, the corpus to be distributed "to my then surviving heirs". One son had two children, the other two none. One of the latter sons adopted P., his adult wife, 25 years after death of testatrix.

HELD: Adopted adult will **not** take under the will although adopted children would have. This case overruled Bedinger v. Graybills Executors 302 S.W. 2d 594, in which it was held where a man adopted his adult wife she became his heir.

ASSIGNMENTS

Ruberoid Co. v. Glassman Construction Co., Inc., 248 Md. 97, 234 Atl. 2d 875 (1967)

Action by supplier of materials against general contractor and its surety. Held that where general contractor subcontracted for floor work on school project with sole proprietorship and subsequently proprietor incorporated his business, corporation became subcontractor of general contractor by virtue of equitable assignment even though subcontract contained anti-assignment clause and supplier of materials to corporation was within protection of general contractor's payment bond defining claimant as one having direct contract with subcontractor.

ATTORNEY AND CLIENT

Lysick v. Walcom, 254 A.C.A. 753, 65 Calif. Rpt. 406 (1967)

The court states that when an attorney is employed by an insurance company to defend claims insured against, the attorney represents two clients, the insured and the insurer, and he owes to both a high duty of care. The attorney's duty is commensurate with the extent of his employment. He may be employed with respect to all matters associated with the claim, or he may be employed solely for the defense in court. The parties may create a relationship under which the attorney has no duty to the insured in the matter of settlement. In such a situation the settlement decision has no significance between the insured and the attorney who is representing the defense in court. It is essential in such cases, however, that the parties clearly understand that the client-attorney relationship does not extend to the matter of settlement, and if circumstances indicate that the insured may be misled, the attorney has a duty to make clear to the insured that he represents only the company with respect to settlement.

Leonard v. Vrooman, 383 Fed 2d 556 (Cal. 1967)

Bankrupt conveyed a lot improved by a commercial building, in which he owned a grocery store, by deed dated in September, 1963, recorded March 27, 1964. The grantee conveyed to plaintiff by deed recorded on April 27, 1964. On the same day, April 27, the bankrupt filed a voluntary petition in bankruptcy. On May 1, the defendant, then receiver but later appointed bankruptcy trustee, took possession of the premises and locked the doors. Plaintiff sued the trustee for damages in state court.

HELD: Plaintiff could maintain the action in the state court and the bankruptcy court will not enjoin the state court proceedings. The trustee should have brought suit to set aside the deeds if he had reason to believe they were fraudulent, and his action in taking possession was wrongful.

In the Matter of Panitz & Co., 270 Fed. Supp. 448 (Md. 1967)

Proceeding by trustee in corporate reorganization proceedings to enjoin creditor of limited partnership in which corporation had an interest from continuing with foreclosure proceedings on ground that corporation had property interest in real estate sought to be foreclosed which should be protected pending outcome of reorganization proceeding. Creditor denied that corporate reorganization court had jurisdiction over the property subject to foreclosure and claimed that corporation was merely a limited partner in ownership of the property with no direct property interest therein. The Court held that federal court in corporate reorganization proceeding could not enjoin pending foreclosure in state court involving real property owned by limited partnership in which debtor corporation's 68% interest was that of a limited partner.

Monta Vista Lodge v. Guardian Life Insurance Company of America, 384 Fed. 2d 126 (Cal. 1967)

On July 1, 1963, Monta Vista executed a note secured by a deed of trust to Guardian Life, the loan being FHA-insured under Section 231 of the National Housing Act. On February 3, 1966, Guardian Life brought suit in state court to foreclose the deed of trust. On March 14, 1966, Monta Vista filed a petition under Chapter X of the Bankruptcy Act (Corporate Reorganization). The Court approved the petition, appointed a trustee, and enjoined by ex parte order, the foreclosure proceedings by Guardian Life. Subsequently, on motion of Guardian Life, the restraining order was lifted on the basis of Chapter X, Section 263, on the Bankruptcy Act which provides:

> "Nothing contained in this Chapter shall be deemed to affect or apply to the creditors of any corporation under a mortgage insured pursuant to the National Housing Act and acts amendatory thereof and supplemental thereto."

On Appeal, HELD:

Affirmed. The Bankruptcy Court in a Chapter X proceedings has no jurisdiction to enjoin foreclosure of FHA-insured mortgages.

Standard Brass Corporation v. Farmers National Bank of Belvidere, 388 F. 2d 86 (111. 1967)

The owner of real estate was declared a bankrupt and a trustee was appointed. The bankrupt owned property subject to a mortgage trust deed. The appraisal of the property indicated that there was no equity owned by the bankrupt. In spite of this, the trustee sold the property free and clear of all liens over the objection of the holder of the security interest. The District Court affirmed the referee's action, but this was reversed on appeal. The Court held that where there was no equity in the property, it was abuse of discretion to sell the property free and clear of liens over the objection of lien holders.

BOUNDARIES

Roberts v. Williamson, 116 Ga. App. 553, 158 S.E. 2d 294 (1967)

The Court held that a grantor in a deed is not liable for breach of warranty, although the property is so described by metes and bounds as to encroach into an abutting highway. The case goes on the principle that covenants of title do not apply to land not included in the conveyance; and the reference to the highway as an adjoining boundary prevailed over the metes and bounds.

Gatliff v. White, 424 S.W. 2d 843 (Ky. 1967)

This action basically involved a boundary dispute. In 1921 a similar action ended in an agreed judgment establishing the same boundaries in dispute in this case. It was conceded that this judgment was binding on all parties, but the description consisting of 14 calls doesn't close.

The appellants' surveyors conformed their survey to the adjoining patents and changed the last call to make the description close. The appellees disregarded the adjoining patents and changed the "8th" call to make the description close.

HELD: The Court of Appeals in reversing the trial court, found that in the absence of something to show that the error is elsewhere, the appellants' surveyor used the orthodox procedure and ruled that if an expert opinion is based upon erroneous assumptions or fails to take into account indispensable factors that are otherwise established, it lacks probative value.

United States v. Hudspeth, 384 Fed. 2d 683 (Or. 1967)

The United States sued defendants for damages for cutting timber on federally owned lands. The issue in the case was the proper location of a boundary line between federally owned and privately owned lands. The township in question was officially surveyed in 1871 and re-surveyed in 1958 and 1962, and the issue was the accuracy of the re-survey.

HELD: A re-survey of public lands is evidence, but not conclusive, of the location of the original boundary lines, and when the lands are in private ownership, after disposition by the government, the question of where the lines are located on the ground is factual and always open to inquiry by the courts.

Application of Ashford, 440 P. 2d 76, (Hawaii 1968)

Hawaii, being an island state, has many hundreds of miles of shore line. Heretofore the Hawaii Land Court, members of the Bar, surveyors and other qualified and interested professionals have unanimously

adopted the position that the seaward boundary of private owners whose land runs to the ocean, extended to a line represented by the midway point between high tide and low tide. The effect of the aforesaid decision is to push this line back to the "vegetation line" or the "debris line", which in many instances will result in a setback of 25 feet or more. (an application for rehearing is pending).

BUILDING AND USE RESTRICTIONS

Kindler v. Anderson, 433 P. 2d 268 (Wyo. 1967)

Action in nature of quiet title action to remove restrictions prohibiting use of premises for sale of intoxicating liquors. Action taken despite Title Companies willingness to delete exception from title policy as to the restrictions placed on deed more than 15 years prior to date of conflict. The Supreme Court held that deed to effect, that neither grantees nor any persons claiming under them should at any time within 15 years from date thereof erect dwelling of less than certain value, erect building within 20 feet of front lot line, or dispose of premises for sale of intoxicating liquors (with reverter), was ambiguous as to whether 15 year limitations applied to all restrictions. Since restrictions upon use of land are not favored and are to be strictly construed and, in case of doubt, will be construed in favor of free use of land, therefore it would be interpreted to so limit all restrictions. Since the restrictions were older than 15 years they were no longer of any force or effect.

CORPORATIONS

Textile Fabrics Corporation v. Roundtree, 233 N.E. 2d 376 (Ill. 1968)

Foreign corporation used for sum due for merchandise, wherein defendant moved to dismiss cause on ground that plaintiff was foreign corporation without certificate of authority to transact business in state and therefore could not maintain action in Illinois. The Supreme Court held that foreign corporation which, according to its affidavits, had no office or fixed place of business in Illinois, conducted only occasional sales and transactions in Illinois through use of traveling salesmen, and shipped goods ordered in Illinois from other states by common carriers and by mail to Illinois purchasers was entitled to bring action, even though foreign corporation did not have certificate of authority to transact business in Illinois. The Illinois statutes relative to foreign corporations cannot be given effect in such a way as to impede the Federal authority and responsibility to insure the free flow of interstate commerce.

CO-TENANCY

Niehaus v. Mitchell, 417 S.W. 2d 509 (Mo. 1967)

Defendant lot owners contest special assessments for street repairs sought by plaintiff subdivision trustees. The trust indenture required a petition requesting improvements, "signed by the owners in fee of lots in said subdivision who will have to pay at least fifty-one per cent (51%) of the cost." The total number of lots wherein signatures of both hus-

band and wife as tenants by the entirety were obtained was less than fifty-one per cent (51%) of the lots.

HELD: The condition calls for a majority of the lots, not a majority of the persons. The trustees may not count the requests of lot owners where the request was made by only one of two spouses owning lots by the entirety.

COURTS

Petersen v. Alameda West Lagoon Home Owners Association, 382 Fed. 2d 555 (Cal. 1967)

Plaintiff claimed title to certain tidelands in California, and asserted U.S. District Court jurisdiction on the basis that title was claimed under the Treaty of Guadalupe Hidalgo.

HELD: A previous case had established that title was derived, not under grant from the King of Spain, but under U.S. Patent in 1874. Any ownership dispute should therefore be resolved in the California courts, and the Federal courts had no jurisdiction.

COVENANTS

1.77 Acres of Land v. State, 241 Atl. 2d 513 (Del. 1968)

In condemnation of land for highway purposes state contended property subject to residential restriction and should therefore be valued as residential land rather than industrial.

Court held that residential restrictive covenants in third person's deed, which also contained covenant requiring grantor to include similar restriction in future conveyance of any "adjacent" land was inapplicable to defendant's land, subsequently acquired from grantor's testamentary trustees, as character of neighborhood had so changed as to make residential restriction nearly valueless; as defendant's land was separated from third person's tract by other property, thus raising question of "adjacency," and as defendant's land was **zoned industrial, thus obviating any use of land if covenant were enforced.**

Riley v. Boyle, 6 Ariz. App. 523, 434 P.2d 525 (1967)

Where one paragraph of certain restrictions applicable to a subdivision permitted 51% of the lot owners to amend or change the restrictions, and this was done so as to exclude one lot from certain restrictions, the Court of Appeals held that the amendment was null and void as the lot owners had the power to change the restrictions applicable to the entire subdivision but did not have the power to change the restrictions as to one or more, but less than all the lots, regardless of a finding that the particular amendment was for the beneficial improvement and interests of the subdivision.

Weathers Bros. Transfer Co., Inc. v. Loyd, 224 Ga. 157, 160 S. E. 2d 346 (1968)

Held that where the sale was by the tract and not by the acre a grantor is not liable on his warranty on a deed merely by reason of the fact that one boundary contained less footage than shown in the metes and bounds description where the description was controlled by specific monuments.

Long v. Branham, 156 S.E.2d 235 (N.C. 1967)

Action to restrain construction of a street across a lot within a subdivision wherein the lots were limited to residential use. The Supreme Court held that restriction providing that no lot in subdivision should be used except for residential purposes prevented owner from constructing across a part of his lot a roadway connecting a street in the subdivision with one in his adjoining subdivision protected by substantially similar restrictions.

DEDICATION

Cooper v. City of Great Bend, 200 Kan. 590, 438 P.2d 102 (1968)

In an action for declaratory judgment brought by a private citizen and resident of a city contesting the city's right to construct upon a public park a vehicular parking lot to serve a business district, the Court granted the declaratory judgment, stating that when public grounds, such as market squares and public squares, are dedicated by city plat the legal title vests in the county in trust for the public, while possession, dominion and control are vested in the city, and further, that when property is so dedicated for a specific purpose it cannot ordinarily be put to any other use.

Wetter v. City of Indianapolis, 226 N.E. 2d 886 (Ind. 1967)

A market opened to the public has been maintained as a public market by the City of Indianapolis from prior to 1833 to the present. The title to the real estate was ceded to the United States by Indians in a treaty. By an Act of Congress in 1819 and an Act of the General Assemby of Indiana in 1820, commissioners were appointed to select land as a permanent site of government of the State of Indiana, and to lay out and plat one section of land as the initial site of Indianapolis. The original plat was prepared and approved by the General Assemby in 1821. The plat was filed with the Secretary of State's office in 1821. This plat designated the land in question as "market" and subsequent plats designated the land as "Market Square" and "City Market". In 1947 the State deeded all interest in the real estate to the City of Indianapolis pursuant to an Act of 1947, the preamble of which Act recited that the Market Square was **dedicated by the** State of Indiana as a public market place. The City proposed to construct a parking garage on the land, and taxpayers in a class action filed a suit to enjoin the City from so utilizing the land.

HELD: Injunction denied. The word "dedicated" does not have the legal significance of "irrevocable" and "in perpetuity". The Court compared this dedication to the dedication of a bridge, a park or an auditorium. Referring to a State statute permitting the City of Indianapolis "to lay out, open, change, vacate and to fix or change the grade of any street, alley or public place within such City . . . ", the Court concluded that the City may determine the proper use of its public property. If dedicated for a public use meant that the real estate could not be altered or changed, it would place a governmental body in a legal straight jacket.

Gregory v. Lloyd, 284 F. Supp. 264 (Fla. 1968)

T. C. Lloyd and his wife purchased a homestead in Florida in 1940. He, his wife and Russell Lloyd, a son, moved in and took possession of the premises. T. C. Lloyd died in 1954; his wife died in 1957. Russell supervised the household and took care of his parents until their respective deaths. In July, 1949, T. C. Lloyd and his wife executed a deed to the premises to Russell Lloyd, which was immediately recorded by him.

Subsequent to the death of the widow in 1957, the brothers and sisters of Russell, all being children of T. C. Lloyd and his wife, commenced an action in partition on the theory that property impressed with the homestead status descends on the death of the owner to his widow for life with a vested remainder in the lineal descendants in being at the time of the death of the decedent (FSA 731.27)

The proponents of the partition alleged no consideration since it was the duty of the son to support and that the deed was a sham deed.

HELD: The Court held that taking care of his parents constituted a valuable consideration necessary to support a conveyance of homestead to a child. The deed was not a sham because there was no evidence that the parties did not intend it to be effective when delivered. Revenue stamps on the deed indicated payment of $700.00, and the Court made this statement: "The stamps on the deed support a finding that this consideration was paid." Homestead property may be conveyed by deed executed by husband and wife just as any other property. The relationship of the grantee to the grantors is not determinative of the conveyance.

Haile v. Holtzclaw, 414 S. W. 2d 916 (Tex. 1967)

The grantee in a deed was "The W. B. Haile Estate." The grantor contended the deed was void on its face.

HELD: The grantee was sufficiently described, since Haile was deceased when the deed was executed, and his "estate" or "heirs" were capable of being ascertained.

Avery v. Lillie, 148 N. W. 2d 474 (Iowa 1967)

Action to set aside deed and quiet title in plaintiff. Grantor delivered deed absolute on its face to grantee. Sometime after the death of grantor, grantee recorded the deed. Grantor's will specifically devised the real estate described in the deed to plaintiff who alleged that the deed was invalid as conditionally delivered. Ordinarily, the "Dead Man Statute" would prohibit testimony by a party to the transaction relative to conversation at the time of delivery of the deed. Because no objection was raised the grantee was allowed to testify that the deed was to become operative only on the death of the grantor.

HELD: Deed invalid because of conditional delivery. It is settled law that delivery to be valid must be unconditional. However, in this case conditional delivery was shown by testimony ordinarily not admissible.

Hinchliffe v. Fischer, 198 Kan. 365, 424 P. 2d 581 (1967)

Instrument entitled "Private Annuity Contract" provided grantor "bargains, sells, and transfers absolutely" certain real estate.

HELD: Words "bargains, sells and transfers absolutely" substantially

complied with statutes relating to deeds and were sufficient to convey title to real estate.

Terrill v. Davis, 418 S.W. 2d 333 (Tex. 1967)

Mrs. Mullican purchased motel and sold Davis one-half interest, both then entered into contract that upon death of either his half would pass to survivor. Deeds were escrowed pursuant to this contract. Mrs. Mullican died, then Davis, whose surviving wife sued Mullican's heirs and legal representatives to recover the whole property under the agreement. Court held contract valid and enforced it, following the lead of **Chandler v. Kruntze,** 130 S.W. 2d 327 Writ. Ref. and Section 46 of Probate Code which superseded Article 2580 which had forced heirship.

DESCENT AND DISTRIBUTION

Waters v. Roberts, 116 Ga. App. 620, 158 S.E. 2d 428 (1967)

A question in the law of descent and distribution came up which had never previously been decided in Georgia. The deceased property owner left no wife or parents or lineal descendants and the estate was claimed by his surviving grandmothers as against several first cousins, uncles an aunts. The Court held that grandparents are not heirs at law under the present Georgia statutes, and that the deceased's first cousins, uncles and aunts are entitled to per capita distribution to the exclusion of the two grandmothers.

State Association CORNER

ST. LOUIS HOSTS ILLINOIS LAND TITLE ASSOCIATION

The Illinois Land Title Association opened its activities Wednesday, June 19, 1968, with a Pre-Convention gathering giving everyone a chance to renew acquaintances and make newcomers welcome.

Alvin R. Robin presented a fine "Report from the ALTA." Following a panel discussion on "The Latest in Microfilm," everyone had the opportunity to view a demonstration of the magnetic tape typewriter by IBM and the Microfilm Exhibit of the Eastman Kodak Company. Later, St. Louis Fire Inspector Donald L. Bussell gave some solid advice on the best methods of saving office records in the event of a fire. Among the suggestions were: (1) record drills to train employees to meet emergencies, (2) the installation of an automatic smoke detector in vaults, and (3) the acquisition of dry chemical powder extinguishers, which smother fire by cutting off its oxygen supply and will not damage paper or materials.

F. E. Elfstrand was presented with an Honorary Life-Time Membership by Don Nichols at the General Session on Friday, June 21, 1968.

The near-record attendance at the Convention was ample proof of a finely-planned program including a round-table discussion, "All the Abstracter Needs to Know About Bankruptcy," presented by John Hayner, Title Officer of LaSalle County Title Company, and a trip to the Municipal Opera for an excellent production of "Pajama Game."

J. R. Donlan, Vice President of Chicago Title and Trust, St. Clair County Division, speaks on "Escrows from Soup to Nuts."

Don Nichols proudly presents an Honorary Lifetime Membership to Frances E. Elfstrand.

Herbert Kaiser introducing ALTA Past President Alvin R. Robin.

G. Allan Julin, Jr., presents Herbert Kaiser with the President's Plaque.

CALIFORNIA TITLEMEN PROUD

OF LEGISLA

The 61st Annual Convention of the California Land Title Association, which was held May 22-24, 1968, at the elegant Del Coronado, boasted a number of advancements for the Title Industry.

The CLTA has been instrumental in initiating favorable legislation for the Industry in their State. The CLTA's bid for equitable legislation during the 1968 Session found a fruitful end in Governor Reagan's signing of Senate Bill 890, regarding Lease-holding Estates. The Bill was sponsored by the California Land Title Association and drafted by the Association's Executive Vice President, Carl E. Weidman.

ALTA's Past President Alvin R. Robin presented "The National Title Picture" to delegates while Ross E. Pierce, President of Inter-County Title Co., Placerville, reflected some historic aspects of Abstracting and Title Insurance with his presentation of "Memoirs of a Chain Gang."

(L to R) Senator Robert
Ronald Reagan signing Sen
dent Carl E. Weidman.

ALTA Past President Alvin R. Robin and Rhes Cornelius discuss Convention proceedings.

A diversified prog
of interests. Dr. Ad
Instructional Technol
lege at Los Angeles,
some very interesting
of Ideas." Thomas
Jackson, Gray & Las
Special Counsel for A
yer in the Real Estat

VE RECORD

CLTA President Rhes Cornelius presents Ross E. Pierce, Founding Father of CLTA, with a plaque naming him an honorary member.

ens of Los Angeles, Governor
ill 890, and CLTA Vice Presi-

For the ladies, General Lowell E. English, Commanding General, U.S. Marine Corps Recruit Depot, San Diego, discussed his recent tour of duty in Viet Nam.

Founding Father (1907) of CLTA, Ross E. Pierce, was honored at the Convention with a plaque naming him an honorary member of the Association.

Social events included the President's Dinner, Ginn Fizz Fracas; and the Kona Kai Club Boat Excursion and Luncheon for the ladies; Golf Tournament; and an Open Bingo Luncheon.

General Lowell E. English recounts his tour of duty in Viet Nam.

projected a wide angle
E. Diehl, Professor of
at California State Col-
ented, with the help of
ual aids, "The Logistics
Jackson, Attorney with
Washington, D.C., and
A, discussed "The Law-
ransaction."

WESTERN LAW AND ORDER A HIT AT COLORADO-WYOMING CONVENTION

Old time Western law and order was performed in the square at Jackson, Wyoming for the conventioneers. Jackson Jaycees provided this Western fun as a stagecoach was robbed, on schedule, the sheriff and his deputies were right on cue but that smooth old robber talked himself out of the dilemma. This ritual is staged nightly at 7 p.m. for tourists interested in good old fashioned excitement.

Another Convention highlight was the golf tournament played right at the foot of the famous Tetons with those beautiful peaks rising in the background.

The Honorable Harold Livingston, Mayor of Jackson, welcomed the distinguished group on Friday, June 28. Following his welcome came a panel discussion moderated by Roy P. Hill, Jr., Title Guaranty of Wyoming, on the topic of Underwriters and Agents relations in Title Insurance. An interesting presentation was given at the luncheon by FBI Agent and Jackson Attorney Robert B. Ranck.

Mr. and Mrs. Larry Monk, convention host and hostess at the Icebreaker.

Jim Hull receives prize for pre-convention tournament from Dan Price.

Other panel discussion included "Land Description and Boundary Problems," and "Who Is Pushing the Button." On Saturday, newly elected ALTA President Gordon Burlingame presented "A message from the American Land Title Association."

The installation of officers took place at the Banquet, and was followed by the very entertaining Jackson Hole Sing Out Group.

The joint convention had not only a funfilled schedule but also a very worth while and informative one.

Gordon Burlingame, newly elected President of ALTA addressing the Colorado-Wyoming Convention.

This arch of antlers provides an entranceway to the walks at Jackson, Wyoming. It is also a perfect place for the "hanging" of stagecoach robbers.

KANSAS CELEBRATES AT 61st ANNUAL CONVENTION

Everyone in the Title Industry realizes the importance of new legislation to update current title practices. The Kansas Land Title Association, at their 61st Annual Convention held in Salina, Kansas, at the Statler Hilton Inn on September 13 and 14, 1968, followed the national trend. One topic which drew much discussion was the effect of Kansas' new Code of Civil Procedure on Filing Abstracts. Kansas Abstracters support a law requiring each Abstracter to establish his own land records file instead of relying on county courthouse records.

Another discussion dealt with a proposal for a Title Insurance Code whereby land insurance would be based upon the records of an Abstract, regardless of current ownership of the land.

Alvin W. Long, Chairman of ALTA's Title Insurance Section, represented the Association. A reception was held in honor of Mr. Long.

A Social Hour and Banquet were the finishing touches of a highly successful Convention.

All Kansas members enjoyed themselves at a reception honoring Al Long, Chairman of the ALTA's Title Insurance Section (above, Left).

UNIFORM ABSTRACTERS CERTIFICATE ADOPTED BY MINNESOTA CONVENTION

(L to R) MLTA Past President L. L. Huntley; Mildred J. Benesch, President of North Dakota Title Association; and ALTA Past President Alvin R. Robin.

Relaxing after the Ice Breaker, newly-elected MLTA officers include (front row, L to R) Fred Dahlman, Director; Neal Morstad, President; Paul Welshons, Director; and Lyman Huntley, Past President, (back row) Don Drias, Director; Ben Skurdal, Vice President; A. L. Winczewski, Secretary-Treasurer.

Minnesota Land Title Association was not under a cloud for its 1968 Annual Convention. ALTA Past President Alvin R. Robin commented on the beautiful 90 degree day when he arrived.

President Robin gave a most interesting speech concerning our Industry and how it fits into the country's economy. Delegates also heard from a representative of the Associate Group Agency regarding a Disability Income Plan available, and from the Director of Right-of-Way Standards of the Minnesota Highway Department regarding a new procedure of Right-of-Way Description by Plat References and Parcel Delineation.

The delegates adopted a Uniform Abstracters Certificate, and Uniform Entries.

The 1969 MLTA Annual Convention was set for Duluth, with tentative dates of August 21, 22, and 23, 1969.

Minnesota Land Title Association members and guests assemble for a tour of St. John's University in Collegeville.

FROMKES CALLS FOR TITLE POLICY INCREASE

(L to R) Colonel Saul Fromkes presents gavel to John W. Finger, Convention Chairman, as Bill Wolfman, Legislative Chairman, Mrs. Finger, and Thomas Pearson, Banquet Chairman, look on.

Head table at the Annual Banquet.

The beautiful Greenbrier, White Sulphur Springs, West Virginia, was the scene of the 47th Annual Convention of the New York State Land Title Association. The Association was pleased to have ALTA representatives Alvin R. Robin and Executive Vice President William J. McAuliffe, Jr.

In his address, NYSLTA President Saul Fromkes called upon the New York State Insurance Department to increase title charges. Fromkes pointed out that an average net income on 141,492 policies was $2.30, and that one company which wrote 29,098 policies earned only 30 cents per policy.

Mr. Fromkes reminded listeners of the importance of attracting highly-qualified new personnel and pointed out that Title Insurers cannot compete with other industries. He called for an amendment to the Insurance Law to enable New York Title Insurers to have new powers because of the constantly increasing demand by finance institutions for such services.

Discussing the Convention program are (L to R) Al Robin, Past President of ALTA; Coverly Fischer, Vice President of Home Title Guaranty Co.; Bill Leahy, Vice President of Metropolitan Life Insurance Company; Saul Fromkes; and Bill McAuliffe.

RECORD ATTENDANCE AT OHIO TITLE ASSOCIATION SEMINAR

John L. Roesner, President of the Ohio Title Association.

Careful planning and an exciting program packed with experts were the drawing cards of the Ohio Title Association's Annual Seminar in Columbus this Spring. John L. Roesner, Vice President of The Port Lawrence Title & Trust Company of Toledo and President of the Ohio Title Association enthusiastically reported that this was the largest attendance ever with 135 persons.

Many enlightening speeches were presented by various officers of title companies and attorneys. Their subjects were chosen on the basis of most practical interest and help. Members attending the two-day seminar experienced a well-rounded program of lectures and question-and-answer periods.

Robley J. Simpson, Chairman of the seminar addressed the record group on "problems in Conveyances."

Everyone enjoyed the Annual Dinner festivities.

"Types of title papers and the liability thereunder" was discussed by Sherman Hollander of Hollander Abstract Company, Cleveland. James C. Klusmeyer, Title Insurance Co. of Minnesota and Robert T. Williams of Ohio Title Corporation presented "What to look for in examining titles." Dwight Shipley, Lawyers Title Insurance Corporation, handled some excellent information on "Bankruptcy and its title problems." An expert presentation on "Various types of liens" was given by Ohio Association Vice President John N. Teeple.

Of course the highlight of the seminar was the annual dinner where everyone joined together for an evening of festivities.

Thomas W. Connor, Secretary-Treasurer and Robley J. Simpson, Seminar Chairman at the registration table suggest that if you haven't any questions for the "Question Box" you drop in a few answers.

LEWELLEN ELECTED IN NEW JERSEY

(L to R) Retiring President, Robert Meyer congratulates newly elected President Joseph Lewellen.

Mrs. Alice Sprouls, Walter Ashley, Esq. and John McDermitt, Esq. speak with guest speaker A. L. Abrams (far left).

New Jersey officers (L to R) are Emil Kusala, William Woodward, James Egan, Joseph Lewellen and John H. McDermitt.

The beautiful Seaview Country Club, Absecon, New Jersey, was the scene of the 1968 Annual Convention for the New Jersey Title Insurance Association on June 27 and 28. Besides a full program of work sessions and speeches, plenty of activities were planned to provide pure relaxation and enjoyment. Members and guests enjoyed a golf tournament on Thursday afternoon while the ladies lunched at the well-known Smithville Inn. The Inn features a fine array of historic restorations and shops which the ladies toured.

Robert Meyer, retiring President, and Mrs. Meyer greet the newly elected President Joseph Lewellen and his wife.

Kay McDermitt, Emma and Walter Mells and Dot Westermaier certainly enjoy sharing a laugh at the "Icebreaker."

Plans in support of ALTA's next Convention were firmed up at the Annual Meeting. Friday morning's work session featured presentations by Donald B. Jones, Esq. on judgment name searching and by Robert J. Fabrizio, Assistant Vice President, Commonwealth Land Title Insurance Company, on computer operations input, control and read out in title abstracting. Guest speaker Arthur L. Abrams, Esq. addressed the Thursday evening banquet.

The following officers were elected at the meetings: President Joseph E. Lewellen, Comptroller of West Jersey Title Insurance Company; First Vice President John H. McDermitt, Title Officer of New Jersey Realty Title Insurance Company; Second Vice President William Woodward, Manager of Lawyers Title Insurance Company, Camden office; and Treasurer, James Egan, Manager of Chelsa Title and Guaranty Company, Newark.

In Memoriam

PENNSYLVANIA TITLEMAN ANDREW A. SHEARD DIES

Mr. Andrew A. Sheard entered the title insurance field in the year 1919, with the Real Estate Title Insurance and Trust Company. He spent a number of years as Title Examiner in various Counties throughout the Commonwealth of Pennsylvania and in the Real Estate Department of the Real Estate Land Title and Trust Company, successor by merger to the Real Estate Title Insurance and Trust Company and the Land Title and Trust Company. He was affiliated with The Title Insurance Corporation of Pennsylvania for 16 years. In 1955 he became Vice President of the National Title Division and in October, 1967 was elected to the Board of Directors and Executive Vice President. Mr. Sheard was a Past President of the Pennsylvania Land Title Association and the Main Line Lions Club and was also a member of the Overbrook Golf Club. He is survived by his wife Sara.

WATER AND WATER COURSES

By Maurice A. Silver, Esquire
Title Consultant, New Jersey Realty Title Insurance Company
Newark, New Jersey

Reprinted with permission of Title Comments

ABOUT THE AUTHOR

Maurice A. Silver, Title Consultant, New Jersey Realty Title Insurance Company, was graduated from the University of Virginia Law School in 1921, but was admitted to the bar of Virginia in 1920, a year before he was graduated. He was later admitted to the New Jersey bar in 1924. Mr. Silver was a member of the editorial staff of the Virginia Law Review.

He became associated with Fidelity Union Trust Company, Title Department, in 1923 and continued with the organization, which finally became New Jersey Realty Title Insurance Company, until his retirement in 1963. At that time he was senior Title Officer of the company and was asked to remain in the capacity of Title Consultant notwithstanding his retirement.

He has assisted in the editing of an early publication of New Jersey Realty Title Insurance Company's "Title News" and later its "Title Comments."

Mr. Silver is a member of the Real Property, Probate and Trust Law Section of the New Jersey Bar Association and has served as its Chairman.

Much has been written about waters, turbulent waters and troubled waters. And there is, it will be recalled, the admonition "but don't go near the water". When, however, a description in a deed runs to the water, no choice is left, to the water it must go. How far into the water, if at all, becomes the question, and often a troublesome question. The answer may depend upon some prior determinations, whether the waters flow in a well-defined channel; whether the body of water is within well-defined land enclosures, that is, having a permanent character; whether the stream or body of water is natural or artificial, whether the course run is an arbitrary line or artificial; and how the boundary is defined—the water edge, shore, margin or equivalent terms.

The commonly accepted definition of a water course is a stream of water flowing in a definite channel having a bed and sides and banks, and discharging itself into some other stream or body of water.

Swamps or marshes, for example, however formed, would not answer this description and are not considered streams. Some descriptions in early deeds, and perpetuated in current conveyances, run to and along a named swamp or marsh, but the principles governing streams would not apply. The description in such deeds would not include any part of such areas. Oember v. Green, 102 Ga. 404, 32 S.E. 962; Kelly v. King, 228 N.C. 709, 36 S.E.2d. 220.

Streams have been compared to highways, so that decisions, as stated in Simmons v. City of Paterson, 84 N.J.E. 23, 94 A. 421, "treat lines running to a stream very much as they treat lines running to a highway," citing the leading case relating to streets, Salter v. Jonas, 39 N.J.L. 469. The situations as between streets and streams run parallel. Where there is no reason for the grantor of lands abutting on a street to exclude the bed of the street, if he is the owner of the bed of the street in fee, so would a proper description of the upland carry with it the bed of the stream ad medium filum acqua. Just as the bed of a street and the abutting land are distinct and may be held and transferred separately, so may lands abutting on a stream and the lands flowed by the water be similarly held. Jefferson v. Davis, 25 N.J.Super. 135, 95 A.2d 617. And in both cases the abutting bed will be included in the conveyance by implication, the implied intent of the grantor in the absence of a contrary showing. See Kanouse v. Stockbower, 48 N.J.E. 42, 21 A. 197; Attorney-General v. Delaware and Bound Brook Railroad Co., 27 N.J.E. 631; Paterson v. East Jersey Water Co. 74 N.J.E. 49, 70 A. 472, aff'd. 77 N.J.E. 588, 78 A. 1134.

As in the case of streets, descriptive words may have a bearing in determining the intention of the grantor. Some may consider the use of such words "water edge," "margin," and the like, indicated above, as an exercise in semantics, but to the owner it may have practical significance. The difficulty arises as in all cases where an intent must be exhumed from language. For example, Tiffany on "Real Property" (Enlarged ed.) Para. 445, P. 1658, states: "When the land conveyed is described, not as bounded by a stream, but by or on the 'bank,' 'shore,' 'margin,' or 'edge' of the stream, or equivalent terms are used, the land under the water has usually been regarded as intended to be excluded." In Simmons v. City of Paterson, supra., the Court, by way of example, using these terms, makes the same observation, then adds, "But where there is no apparent reason for making the reservation, and where there are no words of exclusion, the paramount intent of the parties will, no doubt be best effectuated by applying the rule laid down in Salter v. Jonas." For a collection of cases setting forth various phases of this question see Annotation in 74 A.L.R. 597. A reading of this annotation will not ease the uncertainties, for the same words interpreted by one court can be countered by an opposite interpretation by another court.

The same conflict may be found in the courts' decisions when the deed calls for a meander line as a boundary.

A meander line is not frequently

encountered in New Jersey, but when it is found it may be well to remember that a meander line is not a boundary, but "primarily a device to measure area and not to delimit title." Clark on "Laws of Surveying and Boundaries" (3d ed.) Para. 239 P. 257. Even this rule is subject to qualification dependent, for example, upon the intent of the parties, and that, in turn, may be predicated upon the physical aspects. For a statement of the qualification see 11 C.J.S. Para. 30 P. 30.

Where the lands border on a lake or pond the description responds to a different conclusion. Our courts have cited with approval the rule stated in Angell in his treatise on "Watercourses," Para. 41 P. 37: "When land is conveyed bounding upon a lake or pond, if it is a natural pond, the grant extends only to the water's edge; but if it is an artificial pond, like a millpond, caused by the flowing back of the water of a river, the grant extends to the middle of the stream in its natural state." See Fowler v. Vreeland, 44 N.J.E. 268, 14 A. 116; Baker v. Normanoch Association, Inc. 25 N.J. 407, 136 A.2d 645; Kanouse v. Stockbower, supra.

We find a contrary statement in Thompson on Real Property, Vol. 6 Para. 3078, P. 732 (1962 replacement), stating: "The common law rule is that a deed of land bordering on a small lake not navigable is presumed to convey title to the center of the lake, unless it appears that there was an intention otherwise, for the riparian owner has title to the land under such lake or pond extending to the center." Among the cases cited to support this text are New Jersey cases, some of which are herein named. The New Jersey cases do not support the text as the law in New Jersey. For example, Cobb v. Davenport, 32 N.J.L. 369, cited therein does not deal with title to the bed of a lake by implication. The issue revolved around a natural, inland fresh water pond or lake. Title to the soil of the lake was claimed by virtue of two grants from the Board of Proprietors of East Jersey, which included within the metes and bounds the land under the water. On the issue presented the Court concluded that the waters were private and not public; that title was vested in the proprietors and not in the State; that the test in New Jersey is the ebb and flow of the tide.

We note that in the 1965 Supplement of Thompson of Real Property, Vol. 6 Para. 3078, the following statement appears: "Under what seems the minority rule, a grant bounded by a lake does not carry title to any part of the lake bed." Whether this is the minority holding we do not know, but we find that in some states lakes, as in streams, are divided into navigable and non-navigable lakes. Some determine navigability on the ebb and flow of the tide, others upon actual navigability. Still another holds that the principle of extending the grant to the center line does not apply to large lakes but does apply to small lakes. See Gouverneur v. Ice Co., 134 N.Y. 355, 31 N.E. 865.

A Texas case, Welder v. State, 196 S.W. 868, after setting forth the case's pro and con, states: "Without regard to their numerical strength we think the decisions

which hold the common-law doctrine of extending the call for a nonnavigable stream to the center thereof does not apply to calls for a lake as a boundary, are supported by the better reason. (Kanouse v. Stockbower, supra, is among the cited cases.) One reason for the conclusion which we have reached in this matter is the practical impossibility of partitioning lake in accordance with this doctrine."

It may be noted that many lakes in New Jersey are artificially constructed. The governing principle is stated in Farnham, "Waters and Water Rights," Vol. 3, Para. 869, P. 2533:

> "The rules with respect to boundaries on artificial ponds are very similar to those governing boundaries on streams on which ponds are raised. If the pond is created by damming back of the water of a natural stream a conveyance of land bounded by it will extend as far as the title of the grantor extends. If his title extends to the center, the grantee will acquire title to that point, but if only to the edge the deed will of course, carry title no further."

So it was held in Barcus v. Blanchard, 135 N.J.E. 533, 39 A.2d. 499, aff'd. 136 N.J.E. 401, 42 A.2d 271. A grant to the edge of an artificial lake or pond will ordinarily, in the absence of words of exclusion, convey title medium filum, nevertheless words of grant should receive their everyday meaning. Such words may delimit the grant if the vendor's interest to reserve his title to submerged land is apparent. And this theme runs throughout the discussions of this subject.

One more observations must be made. It has been said that there is no such thing as a permanent artificial lake. The water level, to those who purchase in a lake development may be of importance. We have seen no conveyance which warrants that the level of the lake will be maintained at a particular point. It is suggested that the purchaser in these areas be apprised of this fact.

NAMES IN THE NEWS

WURDACK

Mr. Lloyd J. Wurdack has been named by the American Title Insurance Company to be their Midwest Agency Representative. Mr. Wurdack is a former executive of the American Title Company of St. Louis. In his new position he will make his headquarters in Clayton, a suburb of St. Louis, as a member of American Title's Miami-based National Division.

* * *

WARN

Mr. Hale Warn, President of Title Insurance and Trust Company, recently observed his 40th anniversary with the company. Mr. Warn is also a member of the Board of Directors of Pioneer National Title Insurance Company. He is a former president of the California Land Title Association and is currently treasurer and a member of the Executive Committee and the Board of Governors of that association.

* * *

VALENTINE

James E. Valentine has been promoted to Assistant Manager of Sacramento County Operations for Title Insurance and Trust Company. Valentine succeeds **Stanley T. Klebs**, Assistant Vice President, who is assuming new responsibilities in the area of marketing and sales in Sacramento county. Prior to his new assignment, Valentine was Manager of Yuba-Sutter County Operations.

* * *

WILKIE

Mr. John B. Wilkie, former Vice President and Counsel, was elected President of Arizona Land Title and Trust Company by the Board of Directors at the Stockholders Meeting held recently at its home office in Tucson. **Harry V. Cameron**, former President, was elected Chairman of the Board. Mr. Wilkie has been with Arizona Land Title and Trust Company since 1946 and has gained a reputation as one of the outstanding title authorities in the entire Southwest.

* * *

McDONOUGH

William J. McDonough has been promoted to Fresno Division Counsel for Title Insurance and Trust Company. Immediately prior to his new assignment, McDonough served the company as Associate Counsel for its San Francisco Division.

* * *

OGLESBY

John T. Oglesby has been appointed Regional Officer of the Commonwealth Land Title Insurance Company to supervise the national title insurance activities of that company in the states of Georgia, North Carolina, South Carolina, and Tennessee.

* * *

ROCHAMBEAU

Donald R. Rochambeau has been promoted to Manager of Northern Nevada Title Operations for Title Insurance and Trust Company. He succeeds **Warren A. Kennedy,** who has been appointed Manager of the Fresno Division. Prior to his new assignment, Rochambeau was Assistant Manager of Orange County Operations.

* * *

BAKER

Kenneth A. Baker has been named Manager of the Denver National Service Office of Chicago Title Insurance Company. Mr. Baker assumed his new position on September 3. Mr. Baker will have supervision of the company's agents in the four states of Colorado, Utah, Wyoming, and Montana.

* * *

CROSSLEY

Donald E. Crossley has been promoted to Manager of Yuba-Sutter County Operations for Title Insurance and Trust Company. Prior to his new assignment, Crossley was Manager of Lassen County Operations.

* * *

BALBI

Mr. Vincent Balbi has been promoted to Manager of Merced County Operations for Title Insurance and Trust Company. Mr. Balbi succeeds **Richard A. Cecchettini** who recently was promoted to Assistant Manager of Orange County Operations for the company.

* * *

MEETING TIMETABLE

1968

October 2, 1968
Oregon Land Title Association
Hilton-Portland Hotel
Portland, Oregon

October 24-25, 1968
Dixie Land Title Association
Parliament House
Birmingham, Alabama

October 24-25-26, 1968
Ohio Title Association
Commodore Perry Hotel, Toledo

October 24-25-26, 1968
Florida Land Title Association
Hollywood

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

October 24-25-26, 1968
Nebraska Land Title Association
Holiday Inn of Kearney
Kearney, Nebraska

October 27-28-29, 1968
Indiana Land Title Association
Stouffers Inn, Indianapolis

November 1-2, 1968
Arizona Land Title Association
Valley Ho Hotel, Scottsdale

December 4, 1968
Louisiana Land Title Association
New Orleans

1969

March 5-6-7, 1969
MID-WINTER CONFERENCE
American Land Title Association
The Drake Hotel
Chicago, Illinois

April 24-25-26, 1969
Texas Land Title Association
Fort Worth, Texas

April 25-26, 1969
Oklahoma Land Title Association

May 25-26-27, 1969
Pennsylvania Land Title Association
Fred Waring's Shawnee Inn,
Stroudsburg

June 18-19-20-21, 1969
Oregon Land Title Association
Gearhart Motor Inn
Gearhart, Oregon

June 26-27, 1969
New Jersey Land Title Insurance Association
Seaview Country Club, Absecon

June 26-29, 1969
Idaho Land Title Association
Coeur d'Alene, Idaho

August 21-22-23, 1969
Minnesota Land Title Association
Duluth, Minnesota

September 28-29-30, October 1, 1969
ANNUAL CONVENTION
American Land Title Association
Chalfonte-Haddon Hall Hotel
Atlantic City, New Jersey

October 30-31, November 1, 1969
Wisconsin Title Association
Holiday Inn, Eau Claire

A Signature OF SAFETY

A long-established name, a recognized leader familiar to all in the industry, stands as the paramount symbol of safety in the insurance of titles to real estate.

This is indeed the true image of Commonwealth Land Title Insurance Company. Though enjoying an outstanding history, we are definitely faced toward the future.

Our staff consists of dedicated people who really "dream dreams and see visions." How vital that is . . . for every innovation, every advancement begins with a thought, an idea . . . then on to fulfillment.

The nature of Commonwealth is to welcome, encourage, recognize, develop and adopt sound ideas to benefit the title insurance industry and enhance the quality of protection ultimately provided for our clients.

Our name has become a signature of safety and a symbol of leadership in the title insurance industry.

Title Insurance since 1876 • Assets in Excess of $26,000,000

COMMONWEALTH LAND
Title Insurance Company

1510 Walnut Street • Philadelphia, Pa. 19102 • Phone: WA 3-0400

Operating in 38 states, the District of Columbia and Puerto Rico through Commonwealth, its subsidiaries and agents.

American Land Title Association