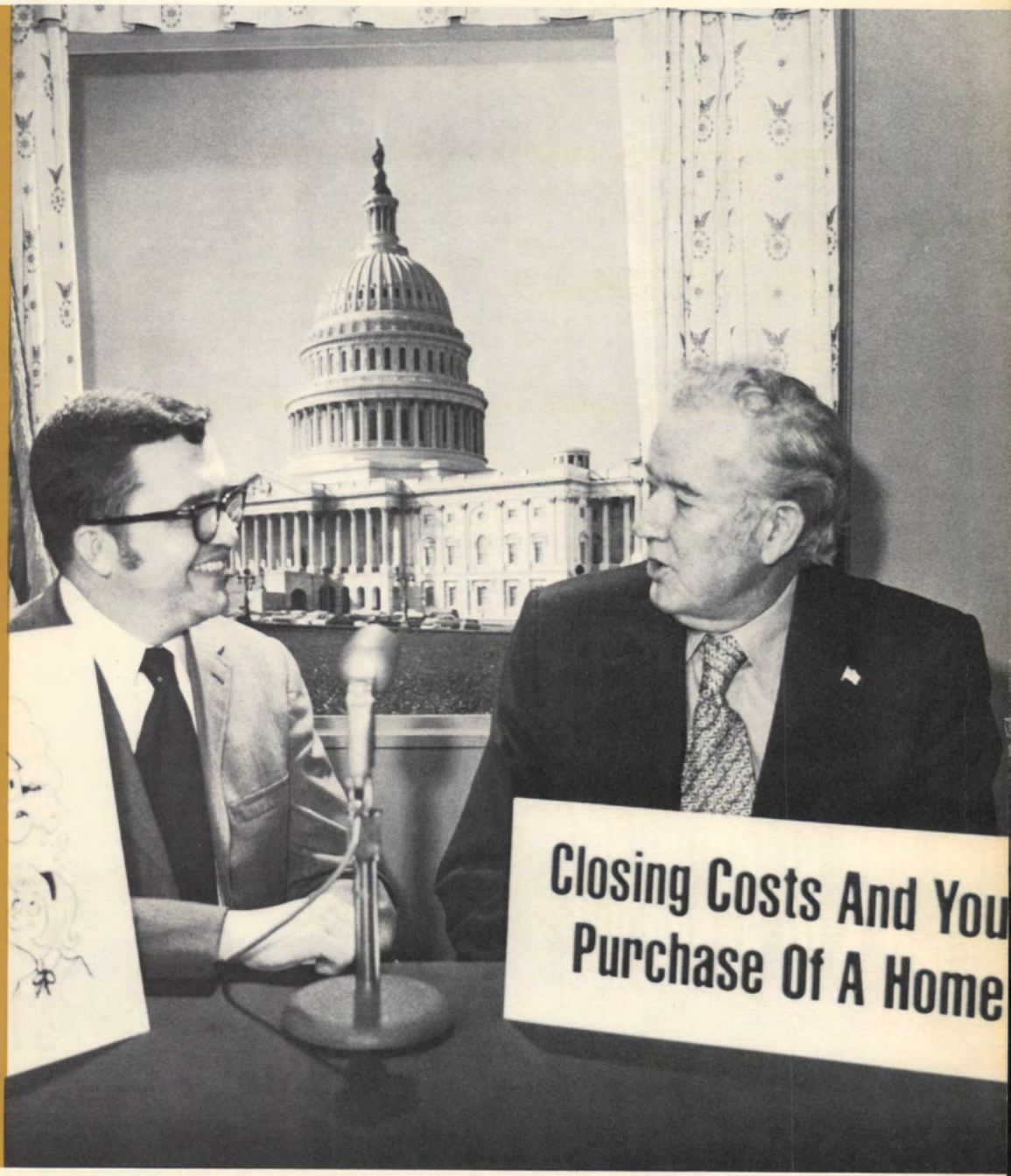
Title News

the official publication of the American Land Title Association

ALTA Radio Spots Feature Sen. Sparkman



April, 1971

A Message from the Chairman, Abstracters and Title Insurance Agents Section

APRIL, 1971

Everyone has a different viewpoint these days regarding the general outlook of the economy and hence of the land title business and it sometimes seems difficult to maintain one's own viewpoint unchanged for very long.

The home building industry has been in a bad situation for something like five long years. Even the great depression of the thirties began to loosen its grip after not much longer than that. If such situations occur in cycles, and they probably do, then a change is overdue.

There is no lack of new and good ideas in most businesses and industries, and housing and the land title industries are no exception.

The building industry is turning more and more to modular housing as a partial answer to rising costs in home and apartment construction and such methods are gaining rapid acceptance.

Interest rates have declined and hopefully will stabilize at present or lower rates.

FNMA is getting into the conventional mortgage market.

Realtors are using computerized listing services to get the seller and buyer together.

The keeper of the abstract records has exchanged his green eye shade and forty watt bulb for automated equipment or the white light and smock of the computer room.

What will come next? Who can know? There is no sure thing this side of the race track, but it would appear that many of the ingredients necessary for a turn for the better are at hand, and a vast demand and vital need for housing may have built up enough power and energy to break the dam and flood the valley with a boom in building never before seen in history.

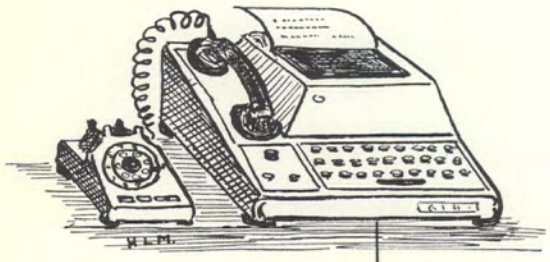
The land title industry is ready!

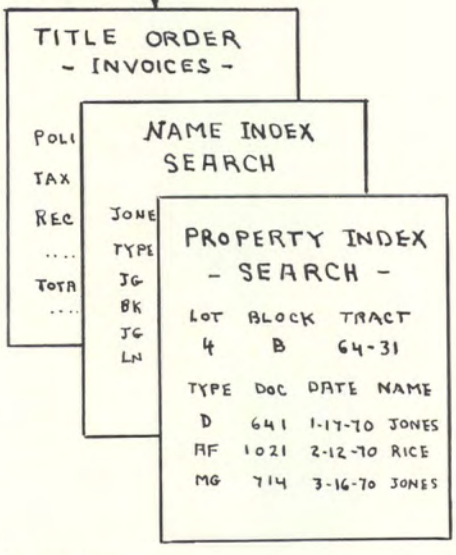
Sincerely,

James A. Gray

James A. Gray

TELETITLE





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H W Systems, Inc. is an independent computer system development company which specializes in providing management consulting and cost effective computer services to the land title industry.

Senator Sparkman, Television Stars Record ALTA Radio Spots

The voices of a United States Senator and two television stars are featured in a package of ALTA home buyer education radio announcements being placed in nationwide distribution this spring.

Recording public service radio spots for the Association this year are Senator John Sparkman of Alabama, chairman of the Senate Housing Subcommittee; Lloyd Nolan, featured this year on NBC Television's, "Julia"; and Beverly Garland, who stars as Fred MacMurray's wife on CBS Television's, "My Three Sons".

Also contributing an announcement to the 1971 radio package is ALTA Executive Vice President William J. McAuliffe, Jr.

Emphasis in the announcements—which are being distributed to some 5,500 radio stations from coast to coast—is on the need for consumers to learn about home buying and land title protection before making a real estate purchase. In the spots, listeners are invited to write ALTA for free home buyer education literature.

The package includes three 60-second and five 30-second announcements, and was developed as part of the ALTA Public Relations Program. Production is being handled in cooperation with AAVP ADS Audio Visual Productions, Inc., Fairfax, Va.

Lloyd Nolan

Beverly Garland

During his announcement, Senator Sparkman reminds that recent Congressional action (the Emergency Home Finance Act of 1970) has set in motion work to relieve the national housing shortage and make it easier for more Americans to purchase a home. As an example he mentions authority designed to increase the availability of 90 per cent conventional mortgages—so more families can purchase a home with a 10 per cent down payment. Senator Sparkman concludes his announcement by urging listeners interested in buying a home to become informed in advance on closing costs and other home buying details.

One of Nolan's three announcements opens with the sound of an emergency vehicle siren before the actor notes that—just as it is important to protect a home against theft, fire, or other damage—it is essential to safeguard against possible land title defects. Another Nolan spot reviews things to consider in planning the purchase of a home—and in a third announcement Nolan reminds that a home is the largest financial investment most people ever make and encourages writing ALTA for free information on home buying.

Miss Garland uses one spot to note that—whether a buyer chooses single house, condominium unit, town house, or cooperative—it is helpful to learn about purchasing real estate in advance, including land title protection. In another announcement,

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Title News

the official publication of the American Land Title Association

Features

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ON THE COVER: United States Senator John Sparkman of Alabama, right, chairman, Senate Housing Subcommittee, talks with ALTA Director of Public Affairs Gary L. Garrity before recording an announcement to be included in the Association's 1971 home buyer education radio spot package. Television's Lloyd Nolan and Beverly Garland also have recorded announcements for the package, which is being distributed to stations nationwide this spring as part of the ALTA Public Relations Program. For the story, please turn to page 2.

VOLUME 50, NUMBER 4, 1971

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GARY L. GARRITY, Editor, CAROLYN E. CAPPS, Assistant Editor

State Escrow Regulation Surveyed

An ALTA survey of affiliated state and regional land title associations has revealed that five states among 27 studied currently regulate what are known as escrow practices in the traditional sense.

Among the 27 states, escrow regulation is found in Arizona, California, Nebraska, Oregon, and Washington. Arizona regulates title company escrow practices through the state banking superintendent; Nebraska through the director of the state insurance department; and the other three states through their respective state insurance commissioners.

Other states covered in the survey and reported not to have regulation of escrow practices are Alabama, Arkansas, Colorado, Georgia, Idaho, Indiana, Iowa, Michigan, Minnesota, Mississippi, Missouri, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, South Carolina, South Dakota, Utah, and Wisconsin.

Following are summaries of escrow regulation as reported for the five previously-mentioned states. No attempt has been made to list all provisions in the summaries. If more information is desired, it is suggested that contact be made directly with the land title association for the state concerned.

Arizona

Arizona Revised Satutes Sec. 6-801 through 6-837 provide for regulation of escrow agents including title insurance companies performing escrow functions, Land Title Association of Arizona reports.

Exempted under the above cited statute is any person doing business under Arizona or federal law relating to banks or savings and loan associations (although no such exemption shall exempt from regulation under other Arizona or federal law); an attorney acting as an attorney; a person performing certain defined acts under a court order; a trustee of deed or deeds of trust; any person performing certain defined acts in a fiduciary capacity for any person, trust, or estate, and not as an escrow agent; and licensed real estate brokers with regard to defined situations in which they collect rent for others and accept earnest money to effect sale or transer of real property.

Licensing of escrow agents is required, with written application and corporate surety bond of $50,000. Renewal of license is required annually. Fees in connection with licensing are $100 investigation fee for each new application; for original license and each annual renewal thereof, $500 or $100 for the principal office and $50 for each branch office, whichever is less; for filing an application for duplicate copy of license, upon satisfactory showing of such loss, $10; for each day a license renewal or required report is late, $5; for any investigation or examination, a fee computed at a per diem rate prescribed by law.

All escrow agents are required to maintain, in their principal places of business, complete records of all escrow transactions made by them—together with books, papers, and data clearly reflecting the financial condition of the business of such agents. The records of each agent must be audited at least once each fiscal year by a certified public accountant and a copy of the audit report filed with the superintendent.

Upon investigation, the superintendent may—by request to the state attorney general and subsequent action in the state superior court—enjoin practices by escrow agents that are determined to be unsafe, injurious, or illegal. Any final order of the superintendent may be appealed through the court.

When the superintendent determines that the assets or capital of any escrow agent are impaired—or that the agent's affairs are in an unsafe condition—he may immediately take possession of all the property, business, and assets of the agent located in the state and retain possession of them pending further proceedings.

All papers, documents, reports, and other written instruments filed with the superintendent under state law shall be open to public inspection except those withheld by the superintendent in the interest of public welfare or the welfare of a particular escrow.

All money deposited in escrow to be delivered upon the close of the escrow or upon any other contin-

gency shall be deposited in a bank or savings and loan association doing business in the state and shall be kept separate, distinct, and apart from funds belonging to the escrow agent.

California

California code sections currently provide for regulation of escrow practices, with regulatory authority under the general escrow law vested in the corporations commissioner. The land title industry currently is exempted from the general escrow law, but title company escrow practices are regulated by the insurance commissioner.

Also exempted from the general escrow law are any person doing business under California or federal law relating to banks, trust companies, building and loan or savings and loan associations, or insurance companies; any person licensed to practice law in the state who is not actively conducting an escrow agency; and any licensed real estate broker performing acts incidental to or in the course of his real estate business.

Under the existing California general escrow law, licensing of agents and a surety bond of $5,000 for each applicant are required. Renewal of license is required annually. Fees in connection with licensing are $200 application fee for the first office or location and $70 for each additional office or location; $2 for filing application for duplicate of agent's license lost, stolen, destroyed, or replacement upon satisfactory showing of such loss or replacement need; $100 for investigation services in connection with each application, and $100 for such services in connection with each additional office application; actual costs as experienced in holding a hearing.

In addition, indemnity bonds shall be furnished by employees or officers of agents with amounts prescribed by the commissioner.

It is required under the general escrow law that at least one owner, officer, or employee of an escrow concern—such person or persons having a minimum of five years of "responsible escrow experience"—be stationed on duty at each licensed business location during the time the location is open for business.

There is prohibition against California escrow concerns covered by the previously-mentioned general escrow law advertising or publishing any statement of their capital other than amounts fully paid in capital and accumulated surplus—and against claim or advertisement as escrow agent by the unlicensed. Also prohibited are soliciting or accepting escrow instructions containing any blanks to be filled in after signing or initialing of such instruction—and improper alteration of escrow instructions.

Under the general escrow law, proper books, accounts, and records must be kept by all licensed escrow concerns. Audit reports are required annually, or as called for by the commissioner. All money deposited in escrow must be deposited in a bank and kept separate, distinct, and apart from funds belonging to the escrow agent. All papers, documents, reports and other instruments filed with the commissioner are open to public inspection except those otherwise designated by the commissioner in the interests of public welfare or the welfare of any licensee.

The commissioner—under the general escrow law—may commence and prosecute actions and proceedings to enjoin violations and may conduct hearings as necessary. All official acts of the commissioner are subject to review in accordance with state law. In the event of a finding of insolvency, unsafe, or injurious practice —and giving of appropriate notice and time to effect remedies as prescribed by the commissioner—failure by the licensee to comply may precipitate the commissioner taking possession of the property and business of a licensee and retaining such possession until said licensee resumes business or its affairs are finally liquidated. Upon such taking by the commissioner, the licensee may apply to the state superior court to enjoin further proceedings.

Although exempt from the general escrow law, the land title industry in California, under the jurisdiction of the state insurance commissioner, finds regulation of escrow practice to some extent not completely defined. Recent state legislative proposals have emerged that could change this in one or more respects. These, according to California Land Title Association, include the following:

—Combining all escrow regulations under one regulatory body without exemption for industry or practice and with uniform regulations (possible bifurcated jurisdiction over the land title industry and consequent need to satisfy two commissioners as to different functions have caused the California Land Title Association to conclude this would be harmful to title company interests).

—Mandatory state licensing of all escrow personnel without regard to industry or practice (CLTA concludes this would be harmful to title company interests and would result in more expense; CLTA reports its member training programs already generally exceed requirements proposed for licensing and member financial responsibility requirements are sufficiently high to protect the public).

—Optional state licensing of escrow personnel desiring such (CLTA feels that this in the long run would be equivalent to mandatory licensing and thus would be undesirable).

—Regulation of escrow fees for all engaged in escrow practice (CLTA reports this probably would present no problem if the form of present state regulation of title fees is followed; CLTA is studying the different question of set, uniform fees for escrows as to possible desirable or undesirable aspects).

—Raising the financial responsibility requirements of those engaged in escrow practice (CLTA indicates that, although some of its members might have their present requirements increased under this proposal, it might not be harmful depending on reasonableness of the amount required).

Continued on next page

Nebraska

Nebraska Land Title Association reports that Sec. 44-1908 R.S. Nebraska provides: "A title insurance agent may engage in the business of handling escrows and shall maintain a record of all receipts and disbursements and shall not commingle any such funds with others and shall be bonded in form and amount as set by director (director, state department of insurance).

Oregon

Oregon Revised Statutes 696.505 covers regulation of "independent escrow companies" by the state real estate commissioner and excepts from its provisions concerns including abstract companies, insurance companies, and mortgage loan companies.

The Oregon Land Title Association reports that conversations have been held with the state real estate commissioner, who has indicated he may ask the 1971 state legislature to delete from this act the present exception of abstract companies and title insurance companies. Among Association objectives as reported are securing an agreement that escrow departments of title insurance companies might be under the regulation of the state insurance commissioner rather than the real estate commissioner since the insurance department now conducts regular audits of insurance companies. Since title insurance companies in the state are subject to regulation and audit by the insurance commissioner (including their escrow operations), the present exception of title insurance companies in the previously-mentioned act might be retained.

Washington

The Washington Escrow Agent Registration Act currently is the only state law on the subject, although the Washington Land Title Association reports further legislation is a possibility (as to qualifications of escrow officers and an enlargement—including title insurance companies and agents—of the class who will require certificates of registration before engaging in an escrow business). Regulation is under the director, state department of licenses.

Currently exempted from provisions of the act—in addition to title insurance companies and agents—are any person doing business in the state under Washington or federal law relating to banks, trust companies, mutual savings banks, savings and loan associations, credit unions, insurance companies, or any federally approved agency or lending institution under the National Housing Act; any person licensed to practice law in the state while engaged in his professional duties; any company, broker, or agent subject to jurisdiction of the director while performing acts in the course of or incidental to sales or purchase of real or personal property handled or negotiated by such company, broker, or agent, provided no compensation is received for escrow services; any transaction in which money or other property is paid to, desposited with, or transferred to a joint control agent for disbursal or use in payment of the cost of labor, materials, services, permits, fees, or other items of expense incurred in the construction of improvements on real property; and any receiver, trustee in bankruptcy, executor, administrator, guardian, or other person acting under the supervision or order of any superior court of the state or of any federal court.

Registration of escrow agents is required with written application and fidelity bond coverage in the amount of $200,000—covering each officer and employee of applicant. Annual renewal of registration is required. Fees in connection with registration are $40 for first office or location and $5 for each additional office or location; and $5 for filing an application for duplicate of certificate of registration lost, stolen, destroyed, or replaced.

Every registered agent shall keep adequate records of all transactions handled by or through him including itemization of all receipts and disbursements of each transaction—and such records shall be available to the director.

Every registered agent must keep a separate escrow fund account in a recognized Washington state depositary authorized to receive funds, in which shall be kept separate and apart and segregated from the agent's own funds all funds of moneys of clients.

When an agent is deemed to be conducting escrow business in a manner that is unsafe, injurious, or illegal, application may be made through an appropriate court by the state attorney general or a county attorney to enjoin such activity, and to revoke or suspend the agent's registration. Upon petition by the attorney general, the appropriate court may order dissolution, suspension, or forfeiture of any corporate franchise for related violation.

In the act, it is stated: "Nothing in this act shall be so construed as to authorize any escrow agent, or his employees or agents, to engage in the practice of law, and nothing in this act shall be so construed as to impose any additional liability on any depositary authorized by this act and the receipt or acquittance of the persons so paid by such depositary shall be a valid and sufficient release and discharge of such depositary."

* * *

In addition, the New York State Land Title Association reports that title insurers in that state do not, as a matter of normal practice, handle escrow closings in the fashion prevalent in some other states. In the rare instance when good customer relations require closing a transaction in escrow, it generally is done without charge and under arrangements which hold to a minimum any responsibility of the insurer for matters which go beyond normal land title underwriting.

"Escrow funds", the Association reports, generally are known in New York as what companies for years have referred to as "agency deposits". These deposits are funds taken and held in trust by the insurer pending the disposition within a stipulated time of a land title defect which exists at the time of closing and which can be cured by payment of a fixed sum. Upon failure of the depositor to abide by his agreement to dispose of the item within the time fixed, the in-

Continued on page 9

Donald P. Waddick, Vice President
Title Insurance Company of Minnesota

Liability—Erroneous Issuance

(Editor's note: This article originally was prepared by the author for *Montana Take-Off,* official publication of Montana Land Title Association.)

* * *

A policy issuing agent for a title insurance company may possibly incur liability for errors and mistakes arising in three distinct areas. The first of these would be liability for things which arise from matters of negligence; the second would be those things which stem from matters of the contract; and the third would be difficulties growing out of errors in judgment.

As to matters of negligence, the responsibility of the title insurance agent is in most ways similar to the burdens placed upon him in his capacity as a purveyor of title information. He owes to his underwriter the same standard of care in making searches, posting and reviewing his records and furnishing other information and certifications that he would have to any of his abstract customers. The ultimate result of the missed mortgage in his index is no different in the case of title insurance than it would be had he left the same instrument off one of his abstracts. As in other aspects of his title work, any action to recover damages for such a mistake could be predicated either on negligence law or the law of contract. The one difference being that on a contract theory, there seemingly would be no question of privity, as the role of the title man as an insurance agent would seem to automatically bring his "underwriter-principal" into the transaction.

In cases where the agent relies on services, searches or certificates furnished by others—such as examining attorneys, surveyors or court clerks—the agent would be well advised to have a clear understanding with his underwriter as to which of these he may rely on. Likewise, it should be decided who will bear the risk of any negligence by these subcontractors in performing their services.

In analyzing this exposure, it should be remembered that chances are the title insurance company, due to its background and prior experience, is going to be a more understanding entity in the event of some mistake arising than, perhaps, an ordinary abstract customer who may have a lesser degree of familiarity with the situation and may not understand that mistakes can happen to everybody.

Author Waddick

The second area of possible difficulty would involve those problems which arise out of matters expressly covered in the agency agreement. The number and severity of these difficulties would depend on the express terms of the agency contract itself and the duties and burdens which it places on each of the parties. It is imperative that any agent be familiar with all of the things which are required of him or prohibited by terms of his contract.

The problems inherent here could come from things so obvious as issuing a policy without a proper search or without setting forth known exceptions, all the way to handling premium or escrow money in a way inconsistent with the directions imposed by the contract. All of these involve matters that can be pretty well controlled. Avoiding trouble in this area is usually just a matter of knowing what is expected and then following such a course of action.

It may be well to seek further express directions as to the way in which your underwriter wants you to handle new construction cases and the attendant mechanic's lien problems. Loan disbursements and closings should not be undertaken without having a clear understanding as

Continued on page 9

names in the news

WHITE

William A. White has been named president and general manager of The Commercial Standard Companies, Fort Worth. He succeeds **Byron L. (Pete) Davis.**

* * *

LYNCH

LACK

FINCH

Luke D. Lynch, vice president, The Continental Insurance Companies, and vice president and counsel, The Continental Corporation, has been elected a director of American Title Insurance Company.

American Title also has announced the appointment of **Edward I. Lack** as vice president—administration, and **Frank T. Finch** as second vice president—agencies.

* * *

LAGOMARSINO

D. P. Waddick has been elected chairman of the board of First American Title Insurance Company's San Francisco office. He is succeeded as president by **Albert J. Lagomarsino.**

Harry L. Paulsen has been elected president of First American's Reno, Nev., office.

* * *

GLICK

The following promotions and organizational changes have been announced by Chicago Title and Trust Company: Trust Division—**Joseph Glick,** vice president—escrow and construction payout, special projects, and northwest escrow office; **Stephen D. Daley,** assistant vice president and manager—closing operations; **Nicholas C. Pamel,** assistant vice president and manager—land trust and release departments; **Donald G. Kosin,** vice president and manager—title-related trust operations and trust marketing department. Illinois Title Division—**Donald E. Willson,** title officer; **Henry Fugiel** and **Thomas F. Thomas,** escrow officers; **Clarence E. Bishop,** escrow officer, Kane County office.

* * *

BURTON

Clarence M. Burton, II, formerly vice president and secretary of Burton Abstract & Title Company, has left the company to accept a full professorship in real property at Detroit College of Law. He will continue as vice president and secretary of Burton Mortgage Bond Company, Birmingham, Mich.

* * *

Missouri Title Guaranty Company, St. Louis, has announced the following promotions: **Kenneth J. Hartnett** and **Shirley Gindler,** vice presidents; **Robert A. Mueller** and **Stephen A. Berkhorst, Jr.,** assistant vice presidents.

* * *

George J. Clarke, Forest Hills,

N.Y., has been appointed manager of Inter-County Title Guaranty & Mortgage Company Richmond County office.

* * *

JOHNS

DAVIS

Lawyers Title Insurance Corporation has announced the election of **Jack H. Johns,** Indianapolis, Indiana state manager, and **Charles B. Davis III,** manager, Augusta, Ga., office.

* * *

LITTLE

Richard J. Little has been named manager, Industrial Valley Title Insurance Company Doylestown (Pa.) office.

* * *

HILLAS

Roger S. Hillas, president, Provident National Corporation and Provident National Bank has been elected to the board of directors and executive committee, Commonwealth Land Title Insurance Company.

Commonwealth also has announced the following promotions: **William R. Whitelaw, Jr.,** and **Robert W. Kaehne** to assistant vice presidents and assistant treasurers; **William G. Walsh, Jr.,** assistant vice president and title officer; **William G. Anderson** and **Francis X. Howard,** assistant treasurers; **Joseph T. McGowan,** manager and title officer, Mayfair office; **Joseph A. Pistilli,** manager and title officer, Castor-Frankford office; and **Anthony P. Messa, Jr.,** manager and title officer, Jenkintown office.

RADIO—Continued from page 2

she calls attention to the need for land title evidencing before completion of a real estate purchase.

Executive Vice President McAuliffe, in a 30-second spot, reminds that the purchase of a home still is an excellent long-range investment—even with today's rising costs—and suggests learning the facts about real estate ownership, including information on a title search and owner's title insurance, before buying a home.

Rounding out the package is a spot in which the announcer—with sounds of shuffling a deck of cards in the background—advises that, "It's easy to gamble on the largest investment most people ever make—the purchase of a home." The announcer goes on to suggest that home buyers "improve the odds" by learning about buying real estate "before you deal" and asking about land title protection.

ESCROW—Continued from page 6

surer is authorized to use the funds so deposited for that purpose, refunding to the depositor any excess and charging the depositor, pursuant to his agreement, for any deficiency. Such funds are deposited in non-interest-bearing trust accounts. On annual reports filed with the state insurance commissioner on the standard National Association of Insurance Commissioners form, such agency deposits appear as "escrow funds".

There is no law in New York relating to either agency deposits or the handling of escrow closings in the out-of-state manner, the Association reports. The only regulation applying to agency deposits is, of course, that the amount on hand be reported in the annual statement. Since escrow closings in the out of state style have never been prevalent in New York and there is no indication that the system will change in the near future, no related law or regulations are pending.

LIABILITY—Continued from page 7

to what procedures should be followed. If new and unfamiliar problems arise, it would certainly be appropriate and advisable to secure a further understanding as to those exact matters either by way of an addendum to the agreement or a letter of understanding to provide further amplification.

The last type of exposure could be characterized as problems involving errors of judgment. This supposes a situation where it is assumed that all of the facts regarding a particular case are known and that the title has been accurately and efficiently searched. It is only a matter of determining what course of action to pursue based upon this information. An illustration of this would be the question of whether or not to insure over a known title defect. It certainly must be accepted by all parties concerned that the title insurance agent has a duty to exercise some degree of professional skill in making judgments of this sort. Just how much skill or ability is required is the question. One must remember, for example, that many cases involving titles to real estate go, with frequency, to the highest court in a particular jurisdiction to decide the validity of the title (and then many times the decision, when rendered, may turn one way or the other on a "four to three decision"). How can we say that the loser, who had at least the support of three supreme court judges, made a judgment so bad as to be guilty of blame?

Here is a simpler solution to a

problem which has certainly been a major source of consternation to many title insurance agents. The solution lies in the degree and extent to which the agent can effectively work with his underwriter. The ideal situation would be to have such a relationship that one can readily resolve these judgment matters with the underwriter and receive from him a direct response advising you of the exact course of action which you should pursue in a particular case. This would then serve to remove the matter from your hands and conceivably contribute to a much sounder night's sleep. It can certainly be said that it is the ease and speed with which these problems can be resolved that separates one underwriter from the other in the eyes of the distraught agent who is frequently faced with the need to assume a definite position on a particular question in order to satisfy his own customers. The underwriter who cannot provide such answers when needed is not providing the service which the agent should expect.

In summary, it can be said that the liability of a title insurance agent in connection with the issuance of a title insurance policy is really not much different than his liability as a title man in general. He owes to the underwriter the same duty to provide accurate and efficient service that he has to his customers. The additional liabilities he assumes are to be found in the contract and, by being familiar with them and seeking a definite direction in the indefinite areas, he can easily cope with any additional burdens arising from the agency contract. In areas of judgment, he can and should minimize his exposure by seeking direct answers from his underwriter as to how a particular matter should be handled.

Economic Considerations Held Valid In Terminating Land Purchase Contract

A case decided February 12 by the United States Court of Appeals, District of Columbia, has been reported to *Title News* by ALTA General Counsel Thomas S. Jackson, who comments:

"From a general point of view, for title companies, the case stands for the principle that, where a real estate contract contains a condition that there shall be no restrictions such as could *in the sole discretion of purchaser* 'in any way whatsoever affect or interfere with the economic development and/or use of the property,' such contract is not so vague and indefinite that it cannot be enforced, but where restrictions do in fact exist, unless it can be found that the purchaser was acting in bad faith, the contract is subject to termination at his option, notwithstanding that he may have had other reasons for wanting to get out of the contract, i.e., that he had found that he had entered into a deal of doubtful profit."

In the case (*Loma Linda University vs. District-Realty Title Insurance, et al*), appellant Capitol Land Corporation (Capitol) entered into a written contract to purchase a plot of land comprising approximately 370 acres from Loma Linda University (Loma Linda). The purchase price for the property was $740,000—based on a price of $2,000 per acre—and was to be adjusted upward or downward as a survey showed more or less than 370 acres.

Settlement date of the contract is an important element in the case and was to be determined by terms of the contract. Accordingly, paragraph 8 of the contract provided:

> Time is of the essence of this contract and within 90 days from the date of acceptance hereof by the seller, or within _____ (sic) days after all contingencies have been eliminated or as soon thereafter as a report on the title can be secured if promptly ordered, and an appointment can be made with the title company for settlement, the seller and purchaser are required and agree to make full settlement in accordance with the terms hereof. If the purchaser shall fail to do so, the deposit herein provided shall be forfeited as the sole remedy of the seller and the purchaser shall thereby be relieved from further liability hereunder.

Originally, settlement date was set for July 5, 1966, but, because of discovery of certain restrictive easements, it was extended. The clause of the contract which caused the principal dispute that arose reads:

> 6. The property is sold free of encumbrance except as aforesaid; title is to be good of record and in fact and merchantable; the property covered by this contract shall be subject to no covenants, conditions, or restrictions, recorded or unrecorded as could in the sole discretion of purchaser in any way whatsoever affect or interfere with the economic development and/or use of the same at maximum density under applicable zoning and building regulations except customary rights of way for utilities and utilities installations; otherwise the deposit is to be returned and the sale declared off at the option of the purchaser. . . .

After the contract was executed, District-Realty (title company) prepared a title report dated May 17, 1966, which disclosed two easements 50 feet wide for long distance natural gas pipelines across the property. Capitol hired an engineering firm to make a survey of the property in order to obtain more specific information about the easements. The initial survey showed the approximate location of the easements and Capitol was granted an indefinite extension of the settlement date so additional studies could be made of the location and of the effect of the easements upon the proposed development of the property as a residential subdivision. By the following October, an accurate survey of the easements had been prepared; additional study then determined that improvements could

not be built over the pipelines right of way and that manholes allowing pipeline access would have to be put into any street built over the right of way, with the result that 6.88 acres of land would be lost for development purposes.

After results of the additional study were received, three men who previously agreed to financially back Capitol withdrew their support and, at about the same time, a "tight" money market developed—leaving Capitol facing financial difficulties. At about this time, Capitol advised Loma Linda's attorney of its concern regarding effects of the easements on development of the land.

Following a development for which there is conflicting testimony among the parties concerned, the title company on December 20, 1966, sent letters to Loma Linda's attorney and Capitol advising that settlement would be made on December 29 in the title company offices. At 7:46 a.m. on December 29, Capitol cancelled the contract with a telegram to Loma Linda, which stated:

> We hereby cancel our contract of March 29th 1966 in accord with paragraph 6 as pipelines interfere with economic use accord to our engineer letter to follow

Loma Linda replied same day with a telegram to Capitol, insisting on settlement as scheduled, and also proceeded to complete its part of the settlement on the 29th by tendering to the title company a deed to the property along with an adjustment represented in the settlement sheet to the effect that no charge (a $2,000 per acre) was being made for the 6.88 acres within the easement area.

Loma Linda continued to press for settlement but no settlement date was ever set, nor was any settlement made. Finally, Loma Linda's attorney demanded that the title company pay over the $15,000 deposit to Loma Linda and the title company refused. On June 16, 1967, Loma Linda filed its complaint in the case—seeking the $15,000 deposit as liquidated damages for Capitol's alleged breach of contract.

The trial court entered judgment for Loma Linda and District-Realty and Capitol appealed. Judgment was reversed on appeal, with the Court of Appeals stating: "Here neither party has challenged the contract as being illusory, and we agree with the great weight of authority that it is not. We must consider, therefore, the precise nature of the obligations imposed on the parties by the terms of clause 6. In our opinion that clause gave Capitol an option to terminate the contract, the exercise of which was conditioned upon, inter alia, its conclusion that the easements would interfere with the economic development of the land, This means that if Capitol considered that the economic development of the land would be hindered by the easements, it had the legal power to terminate the contractual relations then existing between the parties."

Reorganization of Chicago Title Division Includes Designation of Five Departments

A plan of reorganization intended to greatly improve services for Kansas City Title Division of Chicago Title Insurance Company has been announced by Sam C. Sherwood, Jr., president.

Five basic departments and the management of each were named.

The marketing and agencies department will be the responsibility of Duard M. Boone, vice president. James E. Newby, field manager-divisional agencies, and John D. McCollum, sales manager, will report to Boone.

The title insurance operations department will be headed by Floyd L. Snyder, Jr., vice president. Raymond L. Thompson, assistant vice president-title plants, and Mildred Nelson, assistant secretary-title reports and policy production, will report to Snyder.

An innovation in service has been instituted in the establishment of customer service units. These units will be headed by Eugene Phillips, Jerry Zieger, and Jerre Hersh, all reporting to Snyder.

The construction escrow and mechanics' lien department's responsibility includes all of the division area and will be extended to cover the western half of the United States. This unit reports to Sherwood.

The administrative services department under John D. Petterson, vice president and secretary, will include the responsibility for accounting, personnel and building management.

The administrative legal department will be headed by John J. Barnes, Jr., vice president. Morris Kingsolver, assistant vice president-escrow, and Estel Jenkins, general counsel-special examinations and claims, will report to Barnes.

Benjamin L. Grant, assistant vice president, Platte City office, Harold E. Swafford, assistant vice president, Independence office, and C. Samuel Ellington, assistant vice president, Olathe office, all will report to Barnes, whose responsibility also includes branch offices.

Charles A. Willis, vice president, working out of the Kansas City office, has assumed the responsibility of marketing operations for the south central region of Chicago Title, an area covering 10 states.

Frederick Gerbracht, Titleman, Succumbs

Word has been received of the death February 18 in Florida of Frederick W. Gerbracht, vice president, Inter-County Guarantee & Title Corp.

He was attached to the Inter-County Title Guaranty and Mortgage Company National Division, and, with the exception of a period of 16 months, had been with the company for about 15 years.

Part III: ALTA Judiciary Committee Report

(Editor's note: Members of the ALTA Judiciary Committee have submitted over 400 cases to Chairman John S. Osborn, Jr., executive vice president and general counsel, Louisville Title Insurance Company, for consideration in the preparation of the annual Committee report. Chairman Osborn reports that 81 cases have been chosen from this number for the report. Other installments may be found in the December, 1970, and February, 1971, issues of *Title News*.)

EMINENT DOMAIN

Masheter v. Diver, 20 Ohio St. 2d 74

The owner of the property abutting on a public highway has the right to use that highway in common with other members of the public and also the right of ingress and egress to and from his property, which latter right may not be destroyed without compensation. Where the appropriating authority takes property in fee simple and designates the interests taken as "all right, title, and interest," he takes all that the owner possesses, the invisible as well as the visible, including the right of access.

ESTATES

Pritchard v. Department of Revenue, 164 N. W. 2d 113 (Iowa, 1969)

In 1911, the owner of real estate in Iowa executed and delivered a deed thereof to his unmarried daughter, "and the heirs of her body." Later the daughter married and bore children. Fifty-six years later, the daughter died testate, devising the real estate to her surviving husband for his "natural lifetime only" with remainder to testatrix's two children. The issue for the court was whether title passed under the 1911 deed, in which case there would be no inheritance tax, or under the 1967 will of the grantee in the deed.

Held: The deed conveyed a "fee simple conditional" title, valid in Iowa, and upon fulfillment of the condition, to wit, birth of children, the grantee owned a fee simple absolute which she could convey *inter vivos* or by a testamentary devise. Therefore, the devises were subject to Iowa inheritance tax.

Evans v. Abney, —— U. S. ——, 24 L. Ed. 2d 634, 90 S. Ct. —— (Ga. 1970)

The Supreme Court of the United States affirmed the judgment of the Supreme Court of Georgia, which had ruled that park land, conveyed in trust by will to the city of Macon, for the exclusive use of whites, reverted to the heirs of the testator because it could not be operated on a racially discriminatory basis. The court held that the *cy pres* doctrine could not be applied since racial segregation was an inseparable part of the testator's intent.

Nichols v. Nichols, 168 N. W. 2d 876 (Wis. 1969)

Divorce decree gave right of possession of real estate to the wife, but gave each joint tenant the right to sell his or her interest with certain restrictions. The husband died before either party had sold their interest.

Held: The divorce did not have the effect of severing the joint tenancy even though the wife was given exclusive possession.

City of Wheeling v. Zane, 173 S. E. 2d 158 (W. Va. 1970)

The Supreme Court of West Virginia held that a right of reentry in an 1821 deed from Noah Zane to the city of Wheeling, granting the property only so long as the city used it as a market house was an inheritable future interest and descended to the heirs of the grantor at the time of his death rather than to the heirs at the time the right of reentry accrued and was exercised in 1964.

FIXTURES

State Department of Assessments & Taxation v. Town & Country—Woodmoor, Inc., 261 Atl. 2d 168, 256 Md. 584 (1970)

Dishwashers and garbage disposal units, so installed within an apartment building during the course of construction that they assumed the character of permanency and became an integral part of the building, were installed for the permanent and substantial improvement of the building; therefore, they became fixtures and consequently constituted real property rather than personal property for the purposes of assessment and taxation.

Builders Appliance Supply Co. v. A. R. John Const. Co., 455 P. 2d 615 (Oregon, 1969)

A dishwasher, range-hood, and garbage disposal installed in a dwelling pursuant to a contract were held to be fixtures and thus lienable.

Metropolitan Savings & Loan Assn. v. Zuelke's, Inc., 175 N. W. 2d 634 (Wis. 1970)

Carpets and drapes were held to be fixtures. Advances under a recorded construction mortgage were held to entitle the mortgagee to priority over a retained title vendor of the carpets and drapes who did not record the conditional sales contract in the office of the registrar of deeds and have it entered in the tract index.

IMPROVEMENTS

Somerville, et al v. William L. Jacobs, et al., 170 S. E. 2d 805 (W. Va. 1969).

Plaintiffs who, through reasonable mistake of fact and in good faith, erected a building entirely on defend-

ant's adjoining land, were entitled to recover value of building from defendants and to lien, or, in alternative, to purchase the building and the land upon payment to defendants of value of the land less building, and if defendants refuse to pay for the building they must, within a reasonable time, pay to plaintiffs the value of the building or convey their lands to plaintiffs upon plaintiffs' payment of the value of the land without the building.

Shick v. Dearmore, 246 Ark. 1209, 442 S. W. 2d 198 (1969)

A driller mistakenly drilled a water well on another's land and the land owner sued to enjoin the driller from claiming a lien or destroying the well.

Held: Driller was entitled to remove his well casing and restore the land to its original condition if it could be done without substantial damage to the land. One who places a permanent improvement on another's land by mistake should not be denied a remedy in equity where the land owner would be deprived of nothing to which he was justly entitled.

MARKETABLE TITLE ACTS

Chicago Northwestern Railway v. City of Osage, 176 N. W. 2d 788 (Iowa, 1970)

Railroad brought an action against the city and others to quiet title to real estate which had ceased to be used for railroad purposes on the theory that the city's claim of reversionary interest was barred by the Marketable Title Act. The district court quieted title in the city and the railroad appealed.

The supreme court held that the city's failure to comply with the Marketable Title Act by failing to file a verified claim within the statutory period, barred its claim to a reversionary interest in the real estate.

LANDLORD AND TENANT

Baltic Development Co., Inc., v. Jiffy Enterprises, Inc., 435 Pa. 411 (1969)

Landlord entered judgment by confession against tenant on a warrant of attorney contained in a lease alleging it had suffered losses of $24,115 due to damage to the leased premises caused by tenant's violations of covenants in the lease. Tenants sought to open the judgment contending the confession of judgment was invalid because it had not received notice of the alleged default and because there was no averment in the affidavit of default that the repairs necessitated by the alleged default had been made.

Held: Since a failure to notify the tenant of the default or a failure of the landlord to make the repairs invalidates the judgment, landlord is not entitled to confession of judgment against tenant but must prove it complied with lease provisions.

Bernstein v. Seglin, 184 Neb. 673 (1969)

Action by landlord against tenant to recover balance of rentals due upon abandonment of the premises by the tenant. Tenant defended on the grounds that the landlord had willfully neglected to relet the premises for the purpose of mitigating damages, and contended that therefore tenant was discharged from liability.

Held: A landlord may not unreasonably refuse to accept a suitable and qualified tenant for the purpose of mitigating the damages recoverable from a tenant who has abandoned the leased premises prior to the expiration of the term. (Overrules previous Nebraska law to the contrary.)

MINES AND MINERALS

Stocker & Stiler, Inc., v. Metzger, 19 Ohio App. 2d 135 (1969)

Deed reserved "all veins of coal and other substances of value underlying said above conveyed premises, together with all necessary rights of way and privileges of entry thereon to remove the same."

Held: Exception includes oil and gas and the grantors retained a fee simple title to oil and gas, together with the right to remove the same.

P & N Investment Corp. v. Florida Ranchettes, Inc., 220 So. 2d 451 (Fla. 1969)

Grantor in deed reserved "an undivided one-half interest in all the oil, gas, and all other minerals . . . with the right to mine, drill for, and develop the same."

Held: The mineral estate is the dominant estate. Grantor has right of ingress and egress to explore for, locate and remove minerals, but he cannot so abuse surface estate as unreasonably to injure or destroy its value and is answerable in damages to the owner of the surface estate for any unreasonable injuries done. He also has the right to extract oil without consent of other owners and has the right to be reimbursed for reasonable and necessary expenses of extraction and marketing, all subject to right of nonconsenting mineral owner to an accounting.

Brown v. Haight, 435 Pa. 12 (1969)

The grantors, for the sum of one dollar, granted all the oil and gas in and under a described tract of land, and also all the said tract of land for the sole purpose, and with the exclusive right, of drilling and operating thereon for said oil and gas and removing the same therefrom for the term of 20 years and "as much longer as the premises are being drilled or operated for the production of oil or gas, or as oil or gas is found or produced in paying quantities thereon." After the expiration of the 20-year period, the owner sold the property to a new owner who had knowledge of the grantee's right to drill for oil and gas. The grantor assigned its right to drill for oil and gas and the assignees produced oil and gas on the property for 14 years, paying royalties to the new owners. At the end of the 14 years, the owner leased the oil and gas rights to a new party and refused to allow the first party drilling on the property to enter the property.

Held: The words "as much longer as . . . oil or gas is found or produced in paying quantities" are words of special limitation rather than a condition subsequent. Upon expiration of the 20 year period, and no oil and gas being produced in paying quantities, the grantee's fee interest terminated automatically and the property reverted to the grantor. The grantee remained in possession of the property with the grantor's consent under a tenancy at will which could be terminated at any time.

MORTGAGES AND LIENS

Evans v. Scottsdale Plumbing Co., 10 Ariz. App. 184, 457 P. 2d 724 (1969)

Appellant mortgagors obtained an oral extension from appellee mortgagee on an installment of interest. When the mortgagors failed to pay on the extended date and became two months in arrears on payments under two prior mortgages, the mortgagee accelerated the note and mortgage and started foreclosure proceedings.

On appeal from adverse foreclosure judgments, the mortgagor argued that although the acceleration clause in the mortgage clearly called for acceleration upon failure to make interest as well as principal payments, the clause did not call for acceleration when a payment was first extended and then not paid.

The court of appeals cited Arizona and general cases for the proposition that during the period of extension, the lien of the mortgage continues and, in addition, all of the mortgagee's rights and remedies also continue in existence. Therefore, the court held, the right to accelerate upon default remains available after an extension.

People's Savings Assn. v. Standard Industries, Inc., 22 Ohio App. 2d 35 (Ohio, 1970)

A clause in a note and mortgage which permits the mortgagee to treat transfer of the mortgaged property by the mortgagor, without the written consent of the mortgagee, as a default, and which entitles the mortgagee to accelerate the balance due, is not illegal, inequitable, or contrary to the public policy of the State of Ohio.

Held: That where materialmen's lienor had knowledge within six months period after maturity of the entire indebtedness that contracting owner had conveyed the property to a subsequent purchaser but did not make subsequent purchaser and purchaser's mortgage parties respondent to the suit to enforce the lien within the six month period, lienor was not entitled to add the purchaser and the mortgagee as parties even though a timely suit was brought against the contracting owner. However, the materialman was entitled to seek a money judgment against the contracting owner even though the materialman might not be able to establish its lien.

Mortgage Associates v. Monona Shores, 47 Wis. 2d 171 (1970)

Mechanics' liens did not accrue by virtue of the surveyor's placing on the site stakes indicating the street layout, although performed before the mortgage was recorded, for then Sec. 289.01(2)(b), Stats., now Sec. 289.01 (4), did not and does not encompass staking as a visible commencement of improvement work.

Cornell v. Duer, 263 Atl. 2d 858, 257 Md. 446 (1970)

Holders of purchase money deed of trust excepted to the auditor's account which awarded the net proceeds of the foreclosure sale to the bank in satisfaction of the bank's claim for the unpaid balance of its construction loan. Exceptions overruled.

Affirmed. Under the agreement of the holders to subordinate their purchase money deed of trust to a bona fide construction loan, the holders had an unconditional commitment to subordinate to any construction loan and the fact that at the time the bank made its construction loan it consented to the borrower's assignment of payments from the construction loan, to a second bank as security for an additional loan, did not place the bona fides of the first bank's construction loan in question and the holders of the purchase money deed of trust were not entitled to have their claim satisfied from the proceeds of the foreclosure sale which did not exceed the amount advanced under the construction loan.

Giorgi v. Pioneer Title Ins. Co., 454 P. 2d 104 (Nev. 1969)

Plaintiff, as assignee of promissory note, sued the title company which held the note for damages arising from reconveying the deed of trust and disbursing the money paid in satisfaction of the note to the payee named therein. Before the note became due the payee assigned all interest in the note and the deed of trust, which assignment was not recorded. Payee told the assignee that the note had been lost. The title company had instructions to collect and disburse to the payee and upon payment in full to reconvey, and had no actual notice of the assignment.

Held: The law of negotiable instruments prevails over the recording statutes and the collection agent was bound to pay the payee named in the note.

Providence Institution for Savings v. Sims, 441 S. W. 2d 516 (Tex. 1969)

A executed deed of trust securing a debt payable to B. C perfected a mechanic's lien against A. A executed a deed of trust securing a debt payable to D. The proceeds paid a portion of A's debt to B. The second deed of trust stated that D would be subrogated to all liens securing debts paid with the proceeds. B subordinated the lien on the first deed of trust to the lien of the second deed of trust. D then bought the property upon a power of sale foreclosure of the second deed of trust. C sought to establish priority of his lien.

Held: For D. If the first lienholder consents to pro tanto subrogation of one who makes partial payment on first lien indebtedness, second lienholder cannot object.

People's Savings Bank v. Champlin Lumber Co., 258 A. 2d 82 (R. I. 1969)

The bank obtained a mortgage from a mortgagor on a certain parcel of land to secure the payment of a promissory note and to secure the payment of any and all other present and future indebtedness and obligations of the mortgagor. At a later date, the bank gave the same mortgagor another loan on an additional parcel of land, but intervening between the two mortgages was a mortgage from said mortgagor to a second mortgagee on the first parcel.

Held: Where the bank was obliged to foreclose its mortgages and realized a surplus on the first but a deficiency on the second and attempted to use the surplus on the first to cover the deficiency on the second, the second mortgagee was protected. The advance made by the bank on the second mort-

gage was a voluntary advancement and it must yield to the second mortgagee because the bank knew or was chargeable with notice that there had been an intervention.

This case is interesting in that it considered the 1952 statute, entitled "Future Loans and After Acquired Property," as merely a legislative expression that the public policy of this state frowns upon anything but a limited protection for a voluntary advance.

General Electric Credit Corp. v. Lunsford, 209 Va. 743, 167 S. E. 2d 414 (1969)

Mortgagors executed a deed of trust securing a note including "add on" interest. The deed of trust provided that the mortgagors reserved the right to anticipate the payment of the indebtedness at any interest period by payment of principal and interest to the date of such anticipated payment.

Held: Mortgagors were entitled to judicial release of deed of trust upon tender of the amount excluding "add on" interest under statute providing for such release upon payment or tender of the sum due.

Crane Co. v. Fine, 221 So. 2d 145 (Fla. 1969)

Section 713.06(2)(a), Fla. Stat., states that lienors not in privity with the owner as a prerequisite to perfecting the mechanics' lien are required to serve notice on the owner not later than 45 days from commencing to furnish services or materials.

Held: Failure to give 45 days notice does not absolutely bar a lienor from perfecting a lien.

First judicial interpretation of statute.

Ceco Corp. v. Goldberg, 219 So. 2d 475 (Fla. App. 1969)

The revision of the Mechanics' Lien Act in 1963 omits sub-subcontractors from Section 713.06, which defines those entitled to mechanics' liens.

Held: The term "subcontractor" as used in the section encompassed "sub-subcontractor" and affords a lien to them.

Case is in direct conflict with *J. P. Driver Co. v. Claxton,* 193 So. 2d 440 (Fla. App. 1967), cert. denied, 201 So. 2d 550 (Fla. 1967).

Kolan v. Culveyhouse, 245 N.E. 2d 683 (Ind. 1969)

Building contractor drew plans for owner. Owner used the plans to construct the building but did not employ this building contractor. Building contractor filed mechanic's lien contending the plans represented both work and labor performed within the meaning of a section of the state mechanic's lien statute. Another section of said statute gives registered architects the right to a mechanic's lien. Building contractor was not a registered architect.

Held: Work and labor performed under mechanic's lien statute does not include architectural services by an unregistered architect.

Case of first impression.

Union Savings Bank v. De Marco, 254 A. 2d 81 (R. I. 1969)

A mortgage loan from a Massachusetts bank contracted for and executed in Massachusetts, covered real estate located in Rhode Island. In an interpleader action brought to determine ownership of surplus funds in the bank's hands after foreclosure of the mortgage, the mortgagors attacked the validity of the mortgage contract on the ground that the bank, being a foreign banking corporation, was illegally doing business in Rhode Island, having not complied with Rhode Island laws regulating corporations and banks.

Held: The mortgage loan was a Massachusetts contract; therefore Rhode Island corporation and banking laws do not apply. The fact that real estate given as security was located in Rhode Island, being merely incidental to the contract, did not remove the *locus* of the contract to jurisdiction of Rhode Island. (First impression in Rhode Island, the court remarking that this is settled law in several other states with similar statutory provisions.)

Shelby Contracting Co. v. Pizitz, 231 So. 2d 743 (Ala. 1970)

The court held that under Alabama law, a materialman making improvements on a street is not entitled to a mechanic's or materialman's lien on abutting lots.

U.S. Tile & Marble Co. vs. B & M Welding & Iron Works, Inc., 253 Atl. 2d 838, 254 Md. 81 (1969)

Where plaintiff contracted with a general contracting firm to perform work as a tile subcontractor on a proposed shopping center which was owned by three joint owners, one of whom was a partner in the general contracting firm, the plaintiff had to give notice of intention to claim mechanic's lien to the three owners of the property, and notice to the general contracting firm marked to the attention of the partner, who was one of the three joint owners, was defective in that it was not notice to the owners as required by the statute.

Himelfarb vs. B & M Welding & Iron Works, Inc., 253 Atl. 2d 842, 254 Md. 37 (1969)

Subcontractor's notice of an intention to file mechanic's lien was defective for failure to particularize the time when the work was done or the materials were furnished. The exact time when work was performed or materials were supplied need not be specified in the notice of intention to file a lien, if the notice makes it clear that the work was performed or the materials were furnished at some time within the 90 days next preceding the date of the notice.

Judiciary Report
To Be Continued

meeting timetable

1971

April 28, 1971
New England Land Title Association
Marriott Motor Hotel
Newton, Massachusetts

April 29-May 1, 1971
Oklahoma Land Title Association
Camelot Inn
Tulsa, Oklahoma

April 29-May 1, 1971
Texas Land Title Association
Holiday Inn
El Paso, Texas

May 2-4, 1971
Iowa Land Title Association
Hyatt House
Des Moines, Iowa

May 6-8, 1971
Arkansas Land Title Association
Sheraton-Little Rock Motor Hotel
Little Rock, Arkansas

May 13-16, 1971
Washington Land Title Association
Salishan Lodge
Gleneden, Oregon

May 20-22, 1971
New Mexico Land Title Association
Palms Motor Hotel
Las Cruces, New Mexico

May 20-21, 1971
Utah Land Title Association
Tri-Arc Travelodge
Salt Lake City, Utah

May 21-22, 1971
California Land Title Association
San Jose Hyatt House
San Jose, California

May 21-22, 1971
Tennessee Land Title Association
Sheraton Motor Inn
Memphis, Tennessee

June 4-5, 1971
South Dakota Title Association
Sioux Falls, South Dakota

June 5-8, 1971
Pennsylvania Land Title Association
Pocono Manor Inn
Pocono Manor, Pennsylvania

June 10-12, 1971
Land Title Association of Colorado
Ramada Inn
Pueblo, Colorado

June 23-25, 1971
Illinois Land Title Association
Drake Hotel
Chicago, Illinois

June 23-26, 1971
Michigan Land Title Association
Boyne Highlands
Harbor Springs, Michigan

June 24-26, 1971
Oregon Land Title Association
Bowman's Golf & Country Club
Wemme, Oregon

June 24-27, 1971
Wyoming Land Title Association
Idaho Land Title Association
Ponderosa Inn
Burley, Idaho

June 30-July 3, 1971
New York State Land Title Association
The Otesaga
Cooperstown, New York

July 8-10, 1971
New Jersey Land Title Association
Seaview Country Club
Absecon, New Jersey

August 12-14, 1971
Montana Land Title Association
Florence Hotel
Missoula, Montana

August 26-28, 1971
Minnesota Land Title Association
St. Paul Hilton
St. Paul, Minnesota

September 15-17, 1971
Nebraska Title Association
Villager Motel
Lincoln, Nebraska

September 17-19, 1971
Missouri Land Title Association
Downtown Holiday Inn
Kansas City, Missouri

September 17-18, 1971
North Dakota Land Title Association
Tumbleweed Motel
Jamestown, North Dakota

September 17-18, 1971
Wisconsin Title Association
Racine Motor Inn
Racine, Wisconsin

September 23-25, 1971
Ohio Land Title Association
Sheraton-Columbus Motor Hotel
Columbus, Ohio

September 24-25, 1971
Kansas Land Title Association
Holiday Inn Towers
Kansas City, Kansas

October 3-6, 1971
ALTA Annual Convention
Statler Hilton Hotel
Detroit, Michigan

October 24-26, 1971
Indiana Land Title Association
Indianapolis Hilton
Indianapolis, Indiana

November 4-5, 1971
Dixie Land Title Association
Mobile, Alabama

December 1, 1971
Louisiana Title Association
Royal Orleans Hotel
New Orleans, Louisiana

1972

March 1-2-3, 1972
ALTA Mid-Winter Conference
Regency Hyatt House
Atlanta, Georgia

October 1-2-3-4, 1972
ALTA Annual Convention
Astroworld Complex
Houston, Texas

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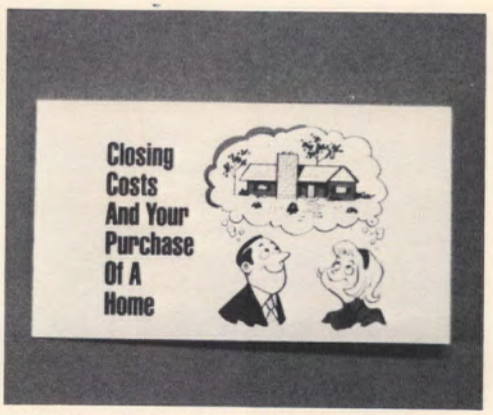

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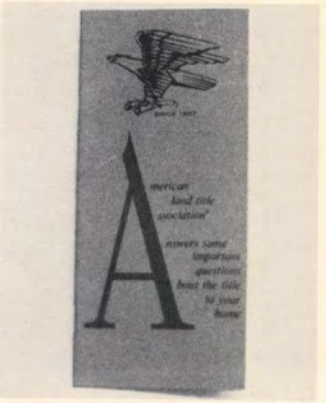

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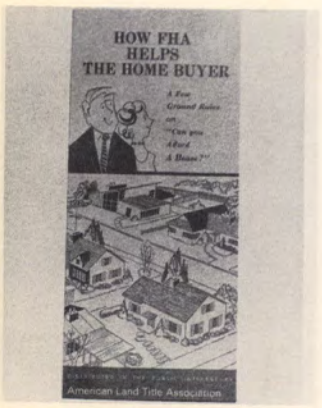

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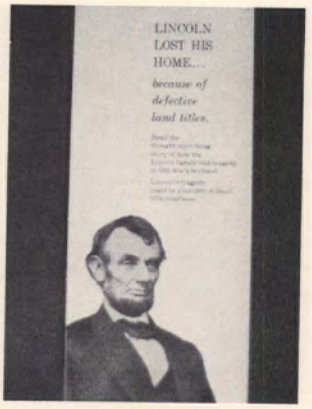

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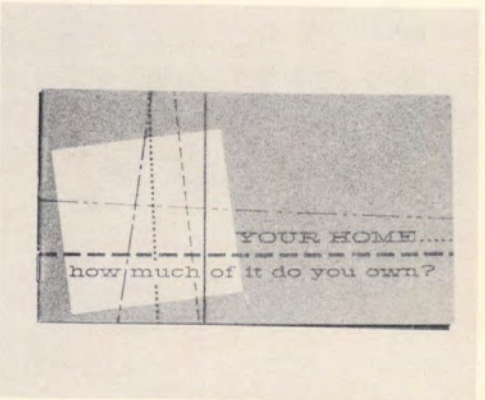

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