

# Title News

*the official publication of the American Land Title Association*

DO NOT REMOVE



Advertising  
For The  
Small Office

February, 1972





## Vice President's Message

FEBRUARY, 1972

Have you ever looked at an unflattering snapshot of yourself and wondered, is this how I appear? As I have read some of the recent critical articles on the title industry I have wondered, is this our image? It is said the camera reflects a true picture and I must assume the same would apply to the articles that have appeared. To attain a good picture, one must capture the character and warmth of the individual and the subject must cast the reflection of his true self. Certainly the same must be true relative to the image the title industry desires to portray to the public. I am concerned that we as individuals are not making that effort to enhance the image of our industry. If we had been putting forth a full effort, we would not be confronted with such matters as the Proxmire bill. And, while we hope for defeat of this measure, as the bill resolves no problems, our efforts should not stop there.

The articles show that there is a misunderstanding by the consumer and that we are lacking in our public relations. This is a matter that the ALTA can assist in by providing the information and tools that are needed. However, the only way we can achieve a better understanding will be through your work as an individual. I would like to urge all of the companies, abstracters and title insurers, large and small, north and south and east and west, to attack this problem. As the blink of an eye can spoil the overall picture, so can one area of faulty rapport with the public spoil the title industry's overall image. This means that each of us must attack the problem on a local level. The Public Relations Committee of the ALTA has film, brochures, statistical information, and suggested talks relating to our industry. Now it is up to us that we, as individuals, make use of this material and let the public see the true image of the title industry.

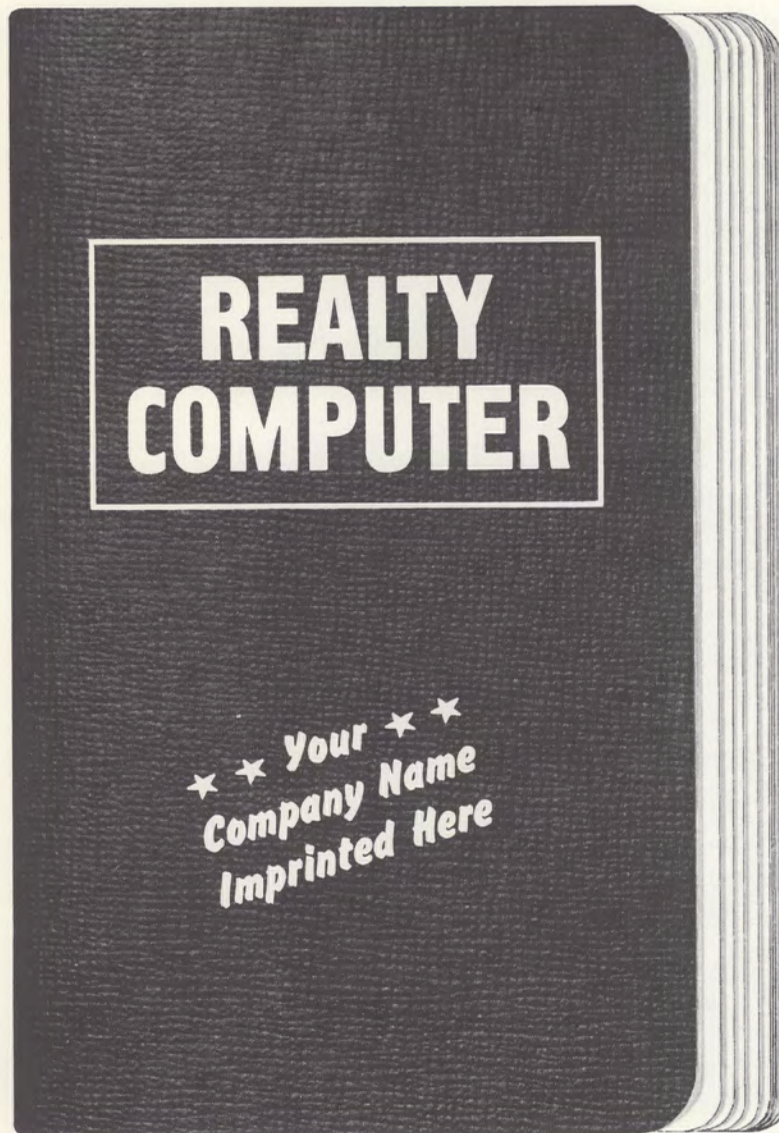
Sincerely,

JAMES O. HICKMAN



**FIRST MAJOR "BREAK-THROUGH"  
IN 25 YEARS  
IN REAL ESTATE TABLES!**

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**Your NEW  
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**Created by Realtors  
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In addition to the conventional loan amortization payment tables, the New, 240-page *Realty Computer* provides, in shirt-pocket size, *thirty-eight tables* and checklists badly needed by real estate people in their daily transactions.

You owe yourself an appraisal of the *REALTY COMPUTER*—one of the finest professional fact-finders you have ever seen. Your clientele will be asking for it.

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## Now Available: A New Film For Your Public



*Mr. and Mrs. Home Buyer as seen in the new ALTA film*

Isn't it about time you took advantage of the latest ALTA communications tool for educating home buyers and impressing land title market control groups?

After an enthusiastically-received premiere at the 1971 ALTA Annual Convention, the Association's new 14-minute, 16 mm color sound film, "Blueprint for Home Buying", now is available for purchase by ALTA members. This same film now is in nationwide television public

service distribution through the ALTA Public Relations Program.

The new film takes home buyers through the basics in selecting, financing, and closing with regard to purchasing residential real estate. Featured on the screen are the various experts who provide closing services—including the land title professional. Most of the film consists of animated sequences, although a live narrator also is featured.

You can obtain a print of this important new film for \$95 plus shipping charges by writing Business Manager, American Land Title Association, 1828 L Street, N. W., Washington, D. C. 20036.

Write today for your print. Remember, your public is waiting.

# ALTA

*Since 1907*

# Title News

*the official publication of the American Land Title Association*

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**ON THE COVER:** Mark Cohen, Sonoma County (Calif.) Abstract Bureau (left), shows Attorney Philip R. Coulter some of the special services mentioned in the company's advertising. For Cohen's related article on creative advertising for the small office, please turn to page 6.

*VOLUME 51, NUMBER 2, 1972*

*TITLE NEWS is published by American Land Title Association, 1828 L Street, N.W., Washington, D.C., 20036; (phone) 202-296-3671*

*GARY L. GARRITY, Editor, ELLEN KAMPINSKY, Assistant Editor*



*Philip C. Jackson, Jr., President  
Mortgage Bankers Association of America*



## **Housing in 1972: An Emphasis on People**

**H**ousing was a star performer in the economy in 1971 and promises to continue at record levels in 1972. Even though residential construction accounted for a relatively small 4 per cent of the Gross National Product (GNP), it accounted for about 14 per cent of the growth in the GNP during 1971. The value of residential construction jumped by a third in 1971 and promises to show another 10 per cent gain in 1972.

Traditionally, housing has been a counter-cyclical sector of the economy with strong gains recorded during early phases of business recoveries. Ample supplies of funds became available to the mortgage market in 1971, bringing the current surge in activity to meet the backlog of housing demand. In physical volume, the number of housing starts in 1971 reached a new record exceeding 2 million units. When mo-

bile home shipments of over 500,000 units were added to the housing starts, total shelter production exceeded 2.5 million.

During 1972, the number of housing starts will increase slightly to 2.1 million units and mobile home shipments will also increase slightly. However, apartment production will become less important, slipping from 875,000 units to 750,000 units while single-family housing starts will exceed 1.3 million units, the highest since 1955.

While the economy was supported by the strength in housing activity during 1971, the strength in the economy will support housing activity in 1972. Each major sector of the economy—consumer spending, business outlays, state and local government purchases, federal government spending as well as construction activity—will show significant-to-strong

gains in 1972. The GNP will increase a substantial 9.5 per cent with the gain in real output of 6 per cent and a somewhat smaller price increase of 3.5 per cent. By every measure, 1972 will be a very good year for the economy with most of the problems of recovery moving close to resolution.

Housing programs will need to face a shift in emphasis during the coming year as the backlog of housing demand is satisfied. In most areas of the country, housing production is rapidly catching up with the need for new units, and in a few areas moderate overbuilding is apparent for some types of housing units. Vacancy rates have already begun to climb from the exceptionally low levels of recent years, and the time necessary to rent new apartment units is stretching out reflecting the rising number of units being completed.



A reasonable economic forecast of housing demand in 1972, assuming no escalation of federal or state government subsidy programs, would be housing starts of 1.8 million units and mobile home shipments of 500,000 units. A more realistic political forecast would indicate adoption of additional programs or expansion of existing programs to stimulate housing starts in 1972 above 2.1 million units which would exceed the 1971 record. One inevitable consequence will be additional overbuilding in many housing markets. Yet the discipline of the market place does not apply to government-subsidized units which, because of their cheaper out-of-pocket cost, will drain eligible households from the private housing market.

The mix of housing starts, however, will reflect the limitations of private demand during 1972. Apartment starts are expected to decline in 1972 as cutbacks in private starts more than offset the stimulus from government multi-family programs. Single-family starts will increase further under very strong stimulus of government programs.

Financing this continued boom in housing activity will require additional funds from the various government credit agencies to help offset a modest reduction in funds available from the thrift institutions.

The savings and loan industry will post an exceptionally good year of savings gain of \$19 billion in 1972. This would be an outstanding record in comparison with any year prior to 1971 but represents a significant drop from the almost unbelievable total of \$28-billion net savings gain that year. The story for the mutual savings bank industry is much the same with a reduction from a \$10-billion record net savings gain to an \$8-billion net gain.

Offsetting much of the reduction in mortgage investments by the thrift institutions will be larger purchases by government agencies, both federal and state, coupled with renewed interest in mortgages by banks, life insurance companies and other investors seeking to find prof-

itable outlets for continuing large flows of funds. Overall, total flows of funds into residential mortgages during 1972 will be within \$2 billion of the record \$32 billion of 1971.

Interest rate levels during 1972 will show little identifiable trends during most of the year, though an upward thrust should be expected as the rise in economic activity accelerates late in the year. A repetition of a seasonal upturn in the spring would be expected though the amount of rise in interest yields should be much smaller than in recent years. A special feature of mortgage interest yields is the return to a positive yield spread between single-family mortgages and high-grade corporate bonds. This yield spread deteriorated in late 1970 so that during most of 1971 the highly unusual situation of a negative yield spread prevailed between home mortgages and corporate bonds.

With the problems of adequate supplies of housing units and availability of mortgage financing fading into history, it is time to turn attention to the problems of people. The direct subsidization of consumers is the preferred means of pursuing social goals that are not otherwise met. Direct subsidies avoid the warping of financial institutions. They are visible and they are less inflationary than borrowings of the federal government or federal agencies.

In addition to being extremely costly, the present housing interest subsidy programs are in many instances most inequitable. Citizens who have worked hard for many years to acquire decent shelter have been angered because some new neighbors with comparable or higher incomes have been able to obtain subsidies from the federal government to purchase the same or even better housing. A program is needed which will screen applicants for housing subsidies more carefully so that inequities will be non-existent or minimal. An expanded housing allowance program could accomplish this result.

With some redirection, the experimental housing allowance program,

enacted in the "Housing and Urban Development Act of 1970", could provide the vehicle for restructuring the housing subsidy delivery system and could include homeowners as well as renters. Allowances would be made available for mortgage or rental payments. The chief merit of the program would lie in its investigatory and counseling requirements. The concern would be with helping people, not with producing housing. The program might operate much the same way as the food stamp program has worked for three decades.

1. A family seeking a housing allowance would make its request to a government caseworker who would obtain full information regarding the family's present dwelling, income, assets, and credit rating.
2. The caseworker would consider the family's needs, preferences, opportunities, and aptitudes and would determine whether a rental unit or acquisition of a home would be more suitable.
3. A housing allowance would be granted in an amount which, when added to 25 per cent of the family's income for a rental unit and 20 per cent of the family's income for acquisition of a home, is sufficient to pay rent or to meet mortgage payments for a suitable, adequate, safe, and sanitary dwelling unit. The grant would be in the form of a housing allowance certificate.
4. The family would select its dwelling unit and the government would inspect the selected unit and assure that it meets program criteria.
5. The rental housing units need not be government-assisted, but the home mortgages should be FHA-insured or VA-guaranteed. The rental or mortgage limitations would be based on the family's ability to meet monthly payments, taking into account the family's income

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## Develops Creative Advertising For A Small Office

There are two major ways to effectively sell land title services.

One method is through direct, person-to-person contact. (See the article, "Creative Customer Services", October, 1971, *Title News*.)

The other is through creative advertising. Let's look now at this second method, using my experience at Sonoma County (Calif.) Abstract Bureau as a point of reference.

Whether your company is large or small, the way to begin an advertising program is to define your markets and determine the message that will make the most favorable impact on each in the media that can do the best job for your available dollars.

In Sonoma County, our primary markets are real estate sales personnel and brokers, attorneys, and developers. Initially, it was decided that these groups could best be reached by selling our new services through mail enclosures.

About three years ago, we began an in-county delivery service designed to save the customer up to six days during the course of an escrow by eliminating delays due to mail service. It was a natural step to emphasize this service in our advertising.

To economically reach real estate sales personnel and brokers, an inexpensive mail piece was developed for both hand delivery and direct mail. The physical format of the mail piece was to include a photograph, with a humorous treatment in copy kept as brief as possible. After some creative thought, it was decided to link "taking out" title insurance with a visual suggestion of the food "take out" service of some restaurants. As is shown in the accompanying illustration, the food container visual and accompanying lead line serve as an "attention-grabber" and are reinforced by short, light copy.

For attorneys, we decided upon a folder resembling a miniature abstract of title with a copy of one of our original abstract folders on one face and a modern convenience oriented ad on the other. The antique and modern designs on this folder present an interesting contrast, as the accompanying illustration shows.

The builder-developer trade potentially is our most profitable segment of the market, yet is the most difficult to develop. Builders and developers need to save time, and they don't want to spend time reading about how to do it. They want re-

sults. For this market group, we decided upon ads in local building publications. These ads could best be called "teasers", since all they contain is a simple line drawing, a listing of our locations and telephone numbers, and a caption suggesting that the reader "ask about our developer's package". As the accompanying illustration shows, our developer ads are designed to quickly gain favorable attention and motivate the reader to call us for information.

As this is written, we have in the experimental stage a sponsored daily radio program as the latest step in our advertising activity. The program follows two basic formats and is designed for the general public. One format in a general way tells how the real estate seller or buyer can use the services of a real estate broker and ends with an advertising spot requesting that the seller or buyer "recommend the Sonoma County Abstract Bureau for their title services". The other format is a newscast of events that happened in the late 1800's or early 1900's, when both Sonoma County and the Abstract Bureau were young. This radio activity was announced by sending letters to offices of real estate brokers.



During our thinking about advertising, it was decided that our identity would be strengthened if we designed an appropriate company logo. Although the Abstract Bureau had been incorporated since 1887, it had never before received the benefit of this type of graphic reinforcement. We needed a design to embody our stability and years of service, while at the same time showing our innovative growth orientation. The use of our full set of initials was out of the question, so we decided to combine the A and B of Abstract Bureau into a modern, stylized pyramid. In the result, which appears on both of the accompanying illustrations of our advertising material, the wide base of the letters denotes stability and the shape shows enduring years of service. The point

Continued on Page 15



**FOR YOUR  
CONVENIENCE . . . . .**

We are sending you copies of some of the documents mentioned in the enclosed preliminary report.

This is a miniature Abstract of Title prepared by us to aid you in serving your customer.

This may seem like a new service to you, but we started preparing Abstracts of Title in 1887.

So what else is new?

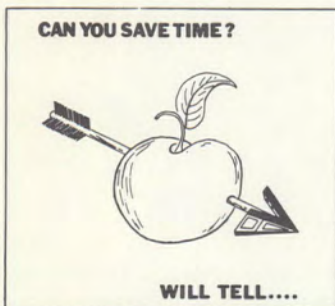


Sonoma County Abstract Bureau advertising is directed at three main groups, as these examples show. At top right is a folder resembling a miniature abstract, developed for attorneys. A direct mail piece (bottom right) goes to real estate sales personnel and brokers. Builders and developers are reached by a quickly-read ad (bottom left) appearing in related local trade publications.

## TITLE INSURANCE



**To Take Out...**



ASK ABOUT OUR DEVELOPERS PACKAGE



**SONOMA COUNTY ABSTRACT BUREAU**

**TITLE INSURANCE & ESCROW SERVICE SINCE 1887**

SANTA ROSA 95404  
P. O. BOX 374  
611 FIFTH STREET  
(707) 546-1479

HEALDSBURG 95448  
124 NORTH STREET  
(707) 433-4471

ROHNERT PARK-COTATI  
8950 COMMERCE BLVD.  
ROHNERT PARK 94928  
(707) 795-7344

OR CALL ENTERPRISE 11485 FREE FROM ANYWHERE IN SONOMA COUNTY

Minutes are important.

When an escrow is opened, most title companies lose time by mailing papers.

One day is lost when papers are mailed. One day is lost when they are returned.

This causes a five day delay in most escrows.

We hand deliver papers to the people who need them.

Preliminary reports are delivered. Escrow papers are delivered. Checks are delivered.

This is our gimmick.

It saves you an average of 86,400 seconds on each escrow.

Our Gimmick has a clever name.

We call it service.



**SONOMA COUNTY ABSTRACT BUREAU**

SANTA ROSA 95404  
P. O. BOX 374  
611 FIFTH STREET  
(707) 546-1479

HEALDSBURG 95448  
124 NORTH STREET  
(707) 433-4471

ROHNERT PARK-COTATI  
8950 COMMERCE BLVD.  
ROHNERT PARK 94928  
(707) 795-7344

OR CALL ENTERPRISE 11685 FREE FROM ANYWHERE IN SONOMA COUNTY



# Part I: 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 82 cases have been chosen for the report—which begins in this issue of *Title News* and which will be continued in future issues.)

\* \* \*

## ADVERSE POSSESSION

*La Freniere v. Sprague*, 271 A. 2d 819 (R. I. 1970)

La Freniere and Sprague owned adjacent lots. La Freniere, believing he was occupying land within his true boundary line, planted trees and shrubs and placed a cesspool on a strip of land ten feet in width along the common boundary line but on Sprague's land. This situation continued for a period in excess of the ten years required by the statute providing for title by adverse possession. La Freniere brought action to enjoin Sprague from trespassing on the ten foot strip.

The court held that La Freniere had acquired title by adverse possession. His occupation of land beyond the true boundary line, although resting on his misunderstanding as to where the true line was located, was hostile and adverse. The court held further that the statute was not tolled by the fact that

Sprague had a survey made showing encroachment and had notified La Freniere of the results of same.

*Trustees of Broadfording Church vs. Western Maryland Railway*, 277 Atl. 2d 276 (Md. 1971)

Ejectment action to determine title to land which had been conveyed to the railway but from which the track had been subsequently removed. Lower court granted the railroad's motion for summary judgment. Court of appeals held that the purchasers of the farm could not tack whatever rights their vendor might have had to the right of way by adverse possession, to their own possession in the absence of color of title which they did not have because the vendor's deed to them excluded the right of way, but that if the vendor acquired title to the right of way by adverse possession he did not lose it by the conveyance to the purchasers or by removing himself from the property and he could have alienated the title which he acquired, by his will to the devisee church. The order granting the motion for summary judgment against the church reversed and the case remanded for trial.

## BOUNDARIES

*Pilkington v. Fausone*, App. 90 Cal. Rptr. 38 (1970)

Where the common predecessor in title who owned land on both sides of an alley first conveyed the parcel on the east side of the alley

to plaintiff by a metes and bounds description which included the entire alley and subsequently deeded to defendants' predecessor the lots on the west side of the alley by reference to the subdivision map, the court held that the statutory presumptions that transfer of land bounded by a highway passes the transferor's title to the center thereof, and that an owner of land bounded by a street owns to the center thereof, although applicable to alleys, were rebutted by the deed to plaintiff containing the metes and bounds description.

## DEEDS

*Videon v. Cowart*, 241 So. 2d 434 (Fla. 1970)

Grantor gave executed deed to his wife with instructions to hold it until his death, then give it to his son upon request. He instructed son that he was to get deed from wife and give it to grantor's daughter, (grantee in deed) upon condition she would renounce all claim to other assets in his estate. These instructions were carried out.

The court held effective delivery had been made, since the conditions were complied with.

*Shrout vs. Seale*, 250 So. 2d 592 (Ala. 1971)

In 1952 farmer Seale and his wife Carolyn took title to certain property as joint tenants with rights of survivorship. In 1964 complainant obtained a judgment against farmer



Seale, and recorded a certificate of judgment. In 1966 farmer Seale executed a warranty deed of his interest in the property to Carolyn Seale. Thereafter complainant levied an execution on the property. Complainant avers that the property cannot be equitably divided or petitioned between the owners without a sale. Held: The holder of an undivided life interest, even though it be for the life of another, may have the property sold for division. When husband and wife take under a survivorship deed, each has two different interests in the property, to-wit: An undivided one half interest for life, and a contingent remainder in the whole. The undivided one half interest for life is subject to sale under execution. The contingent remainder, however, is not subject to sale.

*Gilchrist, et al v. Skidmore, et al*, 227 Ga., page 134, 179 S. E. 2d 341 (1971)

Judgment affirmed granting of summary judgments for defendants where plaintiff's act of accepting a much smaller tract of land than originally orally contracted for was an accord and satisfaction of the old agreement despite his expressed dissatisfaction with such tract and the fact that subsequent to the oral contract he had paid the yearly installment (of payments for larger tract) and taxes on the larger tract, as per the original contract. Although the plaintiff expressed dissatisfaction with the deed in question when he accepted it, he nevertheless accepted it, taking possession of the land, and thus inducing the other party to act to his injury. These actions terminated the alleged oral agreement upon which the plaintiff was relying.

*Polette v. Williams*, 456 S. W. 2d 328 (Mo. 1970)

Parents executed deed to unmarried son who was living with parents and reserved a life estate. Part of the consideration was a support agreement recited in the deed, which also contained a provision that if the son failed to support, the premises would "revert to first parties." Following

the death of both parents, two other children sought to enforce the reverter provision on the ground that the son had failed to comply with the support provisions and that the reverter was personal to grantors and did not descend to the heirs.

Held: The possibility of reverter does descend to the heirs, but it is not alienable, assignable, or devisable.

Apparently a case of first impression in which the court concluded that the foregoing result was with the weight of authority and the better rule.

## EASEMENT

*RKO-Stanley Warner Theatres, Inc. v. Mellon National Bank and Trust Co.*, 436 F. 2d 1297 (Pa. 1970)

From the time the theatre and the abutting bank building were erected, the theatre owners used the sidewalk in front of the bank and the air space above the sidewalk for the maintenance and changing of signs on the marquee. After a period of more than 21 years the city vacated the sidewalk in front of the bank, thereby giving the bank a fee simple title. When the bank proposed to build a new building in the area vacated, the theatre claimed an easement by prescription.

The court supported the theatre's claims. Easements against the abutting owner can be established by prescription in a sidewalk, so long as the use is outside the scope of the public easement. The abutting fee owner retains certain rights in the sidewalk, but those rights can be lost by prescription. Thus the vacation of the public easement does not destroy the private easement.

*Crocker v. College of Advanced Science*, 268 Atl. 844 (N. H. 1970)

Petition for permanent injunction against unreasonable use of sewage easement. The original grant had been for an eight-inch pipe and had been used from 1908 to 1946 by a summer inn for some 35 guests. Use had changed to service about 200 people for about nine months, resulting in accumulation of sewage on the surface of plaintiff's land. Trial court found and ruled there were material

increase, unwarranted additional burden, and nuisance.

*Jolliff v. Hardin Cable Television Co.*, 269 N. E. 2d 588 (1971)

An easement granted to a power company, "its successors, assigns, lessees, and tenants to construct, erect, operate and maintain a line of poles and wires for the purpose of transmitting electric or other power, including telegraph or telephone wires" is, by its terms, apportionable, and the grantee of such easement may sublease an interest in the easement to a television cable company and the attachment thereunder of a television cable to the grantee's telephone poles for the transmission of high frequency electrical impulses, constitutes a use similar to that granted in the easement and does not create an additional burden on the land of the original grantor. This overrules the lower court's finding reported in 258 N. E. 2d, 244, 22 Ohio App. 2d 49.

*State Dept. of Transp. v. Florida East Coast Ry. Co.*, 239 So. 2d (Fla. 1970)

Railway Co., owner of a strip of land adjacent to a city street, granted a 30 year easement for street purposes in 1926 to the city for the purpose of widening the street. Upon expiration an indefinite extension was granted, subject to termination by either party upon six months' notice. Neither document was recorded. Railway chose to exercise its right of termination and gave notice to city on May 27, 1966. At the same time they notified the Department of Transportation which had, since 1946, maintained the street as part of U. S. Highway No. 1. Department of Transportation claimed title under F. S. 337.31 which provides, inter alia, that when a road has been maintained, "for 4 years, such road shall be deemed to be dedicated to the public." The statute creates a conclusive presumption of vesting of title in which public body continuously maintained the road for the requisite period. The court held that the record owner was still the owner of the property with a right to possess-



sion despite the wording of the statute.

## EMINENT DOMAIN

*State, ex rel. Bower, v. Columbus*, 27 Ohio St. 2d 7, 271 N. E. 2d 860 (1971)

Action in mandamus to compel city of Columbus to institute appropriation proceedings to determine compensation due for property rights allegedly taken as the result of frequent and low-level flights of aircraft in connection with the operation of Columbus International Airport. Columbus denied liability in that it has only a maintenance authority in connection with the airport operation without right to control flight operations, which right is the United States' through the Federal Aviation Administration.

Held for plaintiff, on the basis of *Griggs v. Allegheny*, (1962), 369 U. S. 84, and quoting therefrom: "It is argued that though there was a 'taking' someone other than respondent was the taker—the airlines or the C.A.A. acting as an authorized representative of the United States. We think, however, that respondent, which was the promoter, owner, and lessor of the airport, was in these circumstances the one who took the air easement in the constitutional sense.—The federal government takes nothing; it is the local authority which decides to build an airport vel non, and where it is to be located." Writ of mandamus was allowed.

*State ex rel. State Highway Comm. v. Samborski*, 463 S. W. 2d 896 (Mo. 1971)

In condemnation proceedings the trial court adjudged that landowners-lessors were entitled to the entire award and service station lessee appealed.

Held: The general rule that the lessee under eminent domain proceedings is entitled to the reasonable market value of the improvements for the unexpired term of his lease has no application where the improvements are economically obsolete at the time of the taking.

*United States of America vs. Certain land located in the County of Barn-*

*stable, Commonwealth of Massachusetts. Susan Enid Gould Fields et al*, 314 F. Supp. 1372 (Mass. 1970)

Where notice by publication of condemnation action by United States complied with requirements of rule, and United States had fulfilled all statutory requirements laid down for ascertaining and giving notice to all persons in whom the right of compensation by reason of taking had vested, the person who had a possessory title to land, although not a perfect title, had a sufficient estate and interest in land to entitle her to the award of the entire undisputed amount of \$38,000.00, where no other claimant was before the court seeking award.

But the person having possessory interest in land condemned by the United States was not entitled to a decree that she was the true and lawful owner of said land and that no other person held title thereto.

## IMPROVEMENTS

*Duncan v. Akers*, 262 N. E. 2d 402 (Ind. 1970)

Plaintiff owned Lot 7; defendants owned adjoining Lot 6. Defendants entered into contract with construction company to construct a home on Lot 6, but by mistake Lot 7 was staked. Company proceeded with construction of a house on Lot 7, which construction continued for several months until owners notified company that the house was being built on the wrong lot. Plaintiff filed suit for ejectment and defendants counterclaimed for equitable relief.

Held: Innocent improvers are entitled to trial upon the allegations of counterclaim for equitable relief.

Indiana now recognizes the modern trend favoring relief in equity to an innocent improver of another's real estate who has acted under a mistake.

*Arnett v. Peterson*, App., 92 Cal. Rptr. 913 (1971)

Defendant judgment creditor recovered a money judgment against the developer, predecessor of plaintiff occupants of an apartment house project, and recorded an abstract of

the judgment. The developer's interest in the project was that of a lessee which, subsequent to the recording of the abstract but prior to the levy of execution, by means of a "sub-assignment and occupancy agreement" conferred upon the plaintiffs the exclusive right to occupy a designated apartment in the project for the unexpired term of the developer's leasehold, together with the right to use certain property in the project in common with the other tenants. In this action to quiet title to their leasehold interests the court held that inasmuch as the developer's leasehold is an estate for years it is personal property to which the lien of the judgment does not attach. Further, at the time of the levy of execution plaintiffs had acquired their interests which could not be subjected to the payment of the debt of their predecessor.

*Chittick vs. Boyle*, 3 Wn. App. 678, 479 P. 2d 142 (Wash. 1970)

The lessee in a commercial building had an option to purchase, but the same was never recorded. The lessor and owner sold to another tenant in the building under a contract of sale. The lessee, who had the option, then brought an action to have the contract declared void and compel specific performance under his option to purchase. The court concluded that the lease option provision was a preemptive provision which entitled the holder to have a right of first refusal and meet any other offer received by the seller. The court acknowledged that the purchaser under the contract had no actual notice of this option, but refused to protect him as a bona fide purchaser, because he hadn't paid the whole purchase price and acquired the legal title before he got notice of the optionee's interest. By way of dicta the court said that since the lessee was in possession, the purchaser probably had a duty to conduct a reasonably prudent inquiry as to the contents of the unrecorded lease.

## Improvements Section To Be Continued





## Dixie Guests Hear from Pence, Warren; Elect Hackett Association President

Guests at the Dixie Land Title Association's sixth Annual Convention in Mobile, Ala., November 4-5, heard speeches of national interest from both Frank W. Pence, vice president mortgage operations, Federal National Mortgage Association, Washington, D.C., and from ALTA President John W. Warren.

They also elected new officers, including Thomas A. Hackett, president; Jim Cherry, secretary-treasurer; John C. Miller, chairman, finance committee; and Bill McGallagher, member, board of governors.

Convention guests were challenged by the titles of a speech, "They Said It Couldn't Be Done," by Earl Andrews, vice president, The Merchants National Bank of Mobile, and a panel discussion, "You Wouldn't Believe It" moderated by Marie McLaughlin. The panel included the following land title professionals as participants: H. R. Barber, Fred Benson, Paul O. Burch, Carl Hall, John Matthews, William C. Smith, and Charles Tucker.

Preceding the Convention's official opening, guests participated in a golf



James W. Bray, executive vice-president and manager, American Title Insurance Company, Guaranteed Title Division, has been elected president of the New York State Land Title Association.

tournament at the Country Club of Mobile. During the Convention, wives toured Mobile's historical area and lunched at the Bienville Club.



New and retiring Dixie Land Title Association officers gather around as ALTA President John W. Warren congratulates newly-elected Dixie President Thomas A. Hackett (left). They are, from left: Jim Cherry, new secretary-treasurer; Maclin F. Smith, Jr., 1971 president; Bill McGal-



lagher, member, board of governors; and Jack Miller, new chairman, finance committee. At right, Dixie past presidents posing for camera are, from left, Harold G. Goubil; Maclin F. Smith, Jr.; and John P. Matthews.



## Circle Elected 1971-72 FLTA President; Crisp Chosen First Vice President

Drake Circle, president, West Coast Title Company, St. Petersburg, was elected 1971-72 president of the Florida Land Title Association at its recent Annual Convention at Singer Island, Palm Beach Shores.

Robert F. Crisp, president, Florida Land Title & Trust Company, Marianna, was elected first vice president.

Newly-elected zone vice presidents include Walter C. Spivey, Jr., Lawyers Title Insurance Corporation, Pensacola, Zone I; Douglas S. Harden, executive vice president, Title Insurance Company of the South,

Jacksonville, Zone II; Robert L. Niehoff, Peninsular Title Insurance Company, Merritt Island, Zone III; C. J. Bryan, executive vice president, Guaranty Title Company Tampa, Zone IV; Timothy S. Vogt, manager, Lawyers Title Insurance Corporation, West Palm Beach, Zone V; and George Adams, Peninsular Abstract Company, Hollywood Title and Abstract Division, Hollywood, Zone VI.

Glenn Graff of Florida Southern Abstract & Title Company, Lakeland, was elected chairman, Certified Land Title-Searcher Institute, an educational arm of FLTA.



At the recent Florida Land Title Association Convention, 1971 FLTA president Marvin A. Brooker, Jr. (right), presents ALTA President John W. Warren with a jacket made by Seminole Indians in the Florida Everglades. New FLTA President Drake Circle is pictured at right.



## Stewart Acquires Home Title Company

Stewart Title Guaranty Company has acquired Home Title Insurance Company, Washington, D.C., the first Stewart subsidiary in the northeastern United States.

The company issues title insurance in the District of Columbia metropolitan area, including Virginia and Maryland.

Virgil Vitek, vice president of Stewart Title, has been named president of Home Title. J. George Gately is executive vice president.

HOUSING—Continued from page 5

and the amount of its housing allowance certificate.

This program would not discard the current subsidy programs but would provide an alternative, essen-

tially a broadening of the present experimental housing allowance program. Its implementation would make full use of the counseling services which have been made available in the 1968 and 1970 housing measures. Taken together, the housing allowance certificate plus local counseling would focus help on the truly needy, enabling them to compete economically with higher income groups for available housing. No restrictions would be placed on the certificate bearer as he assesses his community's housing stock. His only concern would be to select shelter fitting his needs and his expanded means. This approach would overcome several of the problems which have become apparent in the current subsidy programs. Particularly, it would be equitable because it would provide for the distribution of government assistance funds only to truly needy families. It would aid those families in the lower segment of the income scale.

The previous approach had the merit of stretching the subsidy dollar farther because higher income families need less subsidy; therefore, more units could be subsidized with the same amount of funds. While this helped increase housing production, it ignored the plight of needy families who have been pushed aside by families, which, despite their higher income, are still eligible. It is time to shift from concern with producing new housing units to the legitimate needs of truly lower income families.

In summary, the economy during 1972 will show substantial gains in levels of activity and many of the readjustment problems will be greatly reduced. For the housing industry, however, the readjustment problems will be increasing during the year and—if the government programs are used to over-stimulate housing activity—housing could become a problem area facing readjustment in the economy in 1973. The time has come to shift emphasis of government housing programs from an orientation of encouraging production to an orientation of dealing with people problems.



names  
names in the news  
names

**Alvin W. Long**, 1970-1971 ALTA president, and president and chief executive officer of Chicago Title and Trust Company, has been elected to the board of directors of Lincoln National Corporation.

Long has been president of Chicago Title and Trust since 1969, and president of its subsidiary, Chicago Title Insurance Company, since 1967. He joined Chicago Title in 1945, was elected vice president in 1960, and in 1966 was elected senior vice president. He also is a director of Chicago Title Insurance.

\* \* \*

Louisville Title Insurance Company has announced five promotions: **Charles A. Staebler, Jr.**, assistant vice president, to vice president for the national division; **William F. Edinger**, secretary and assistant vice president, to vice president and secretary; **Noble V. Borders**, of the national division, to vice president; **Alan O. Bryant**, attorney in the national division, to assistant vice president; and **Joseph A. Davis, Sr.**, to assistant secretary.

\* \* \*

Lawyers Title Insurance Corporation has announced five promotions. **Boyce C. Outen**, counsel, has been elected assistant general counsel; and **Marvin C. Bowling, Jr.**, associate counsel, has been elected counsel. Bowling also is chairman of the ALTA Standard Title Insurance Forms Committee.

Lawyers Title also has promoted **H. Drewry Kerr, Jr.**, former vice



LONG



STAEBLER



EDINGER



BORDERS



BRYANT



DAVIS



OUTEN



BOWLING

president-sales in the home office, to vice president and manager, national divisions and **Oscar R. King, Jr.**, New York national division manager, to vice president and national division manager. In the Pittsburgh office, **John F. Shelley, Jr.**, has been named assistant manager and remains vice president—sales.

\* \* \*

**William O. Hayes, Jr.**, has been elected senior vice president of The Title Guarantee Company (Baltimore). Hayes, formerly vice president, now is responsible for the general administrative operation of the company.

\* \* \*

**Gerald E. Duffy** has joined Peninsular Title Insurance Company's executive offices, where he will supervise the underwriting department.

\* \* \*

**J. William Lynch** has been named manager and division assistant vice president of the New City (N.Y.) branch of American Title Insurance Company, Guaranteed Title Division.

\* \* \*

Several promotions have been announced at Stewart Title Guaranty Company and its branches. **James H. Garst**, of Stewart Title's national counsel department, has been named Texas state manager. **Gerald Correll**, formerly of the Fort Worth office, has been named president of Stewart Title of Palm Beach County (Fla.).





KERR



KING



SHELLEY



HAYES



LYNCH



GARST



BROWN

Former Dallas branch manager **Luke Brown** has been named Beaumont (Tex.) office manager.

At Stewart Title of the Peninsula, **H. David Lasseter** has been named executive vice president for San Mateo (Calif.) county; and **Wayne Hone** has been named executive vice president for Santa Clara (Calif.) county.

\* \* \*

**Edward Chertowsky**, former counsel and claims attorney in the Albany area, has joined U.S. Life Title Insurance Company of New York

(formerly Inter-County Title) as assistant vice president and claims attorney in the executive office. U.S. Life Title also has appointed **Henry E. Maine**, vice president and claims counsel, manager of its Goshen (N.Y.) office.

## Service Speeded By Commonwealth

Commonwealth Land Title Insurance Company has announced a new service in the Philadelphia area, which provides for issuance of a title insurance policy simultaneous with a real estate closing.

Commonwealth President Fred B. Fromhold said he believes the service to be a first in the industry. He said it will interest real estate buyers because they can see exactly what protection they are receiving at the time it has most meaning to them.

Fromhold said the service also is important for lenders because it gives them necessary documentation much faster than the usual four to six weeks, and should thus expedite the handling of mortgages sold in the secondary market. To provide the new faster service, Commonwealth had to modify its internal procedures.



Chicago Title Insurance Company's newly-expanded main Phoenix office in the 3500 North Central Building, United Bank Square, gives a total of 6,000 square feet of space. Here, Bill McGuire, Chicago Title senior title examiner, shows a new contract to Mrs. Howard McDonald, accountant. Behind them, Miss Betsy Wilson studies records on microfilm readers.

## Honorary Member Charles H. Buck Dies



Funeral services were held December 4 in Baltimore for Charles H. Buck, 82, former ALTA president, and chairman of the board of The Title Guarantee Company, who died two days earlier. He had received an ALTA Honorary Membership at the Association's 1969 Annual Convention.

Elected ALTA president in 1942, Mr. Buck previously had served as chairman of the Title Insurance Section, in 1941, chairman of the Federal Legislative Action Committee, in 1939, and on the Board of Governors from 1935 to 1938. He headed the Finance Committee from 1949 to 1952.

A native of Baltimore who retired in 1969 at 79, he began his land title career in 1911 after graduation from the University of Maryland law school. He initially worked as a title examiner in the Baltimore solicitor's office.

In 1913, he went to work for The Maryland Title Guarantee Company. He managed the company from 1918 to 1929, when he was appointed president. He remained president until 1960, when the company merged with The Title Guarantee Company and he was named chairman of the board and chief executive officer. Moving from his chief executive post in 1962, he became chair-



man of the executive committee, a position he held until his retirement.

Mr. Buck also was associated with concerns outside his company. From 1921 to 1940, he was vice president of the Equitable Trust Company. In 1931, he was named a vice president of the Maryland Title Securities Corporation, and in 1933 president, a post he held until 1940. He also was on the boards and executive committees of the District, Lawyers and Washington title insurance companies, the Consolidated Title Corporation (of Washington), the Maryland Trust Company, United States Fidelity and Guaranty Company, and the Fidelity and Guaranty Life Insurance Company.

Active in Baltimore civic affairs, he ran unsuccessfully for mayor in 1939 and participated in numerous state and city endeavors.

Among the survivors are his wife and three children. One son, Frederick R. Buck, is the current president of The Title Guaranty Company.

## Great Western Changes Name

Great Western Title Guaranty Company, Seattle, has changed its name to First American Title Company of Washington.

The board of directors made the change to "facilitate the processing of inter-state title and escrow transactions and lend the prestige of the nationally known firm to the Seattle operation", according to President A. W. Moulton. The name change makes the firm the first new title insurance company es-



Backing up company advertising with a capability demonstration, Mark Cohen, Sonoma County Abstract Bureau, shows latest equipment to Realtor John L. Carlevarho of Mills Realty.



Sonoma County Abstract Bureau's services are a topic for Subdividers William Kidd (left) and William Schlagen as they discuss a final subdivision package with Mark Cohen of Sonoma.

tablished in King County (Wash.) in the past 40 years.

Although affiliated through an underwriting agreement with First American Title Insurance Company, the firm remains under local ownership.

ADVERTISING—Continued from page 7

of the pyramid shows innovative growth; the overall appearance suggests a modern building. This logo is used on all of our advertising

material as well as on our office forms; it definitely has helped develop our identity.

The previously-discussed advertising activities are working for the Abstract Bureau. Although we are a small office with a limited advertising budget, we have found that it pays to spend time and available funds in delivering our messages to major market audiences. These ideas can be adapted and profitably used by other small title company operations.



To honor Nellie Vinson's 49 years of service, Chelsea Title & Guaranty Company recently gave a testimonial dinner for the retiring title officer and presented her with a color television set. Among those from Chelsea Title honoring Miss Vinson's conscientious years of employment were, from left, Charles A. Morgenweck, vice president and Atlantic County branch manager; Paul C. Burgess, chairman of the board; and Elwood F. Kirkman, president. Miss Vinson (also shown here) received additional plaudets from Alan V. Moony, retired senior vice president; and Clarence G. Ledogar, vice president and plant manager.

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# meeting timetable



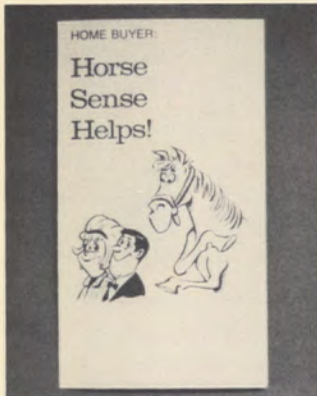
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|---|---|---|
| <p><b>March 1-3, 1972</b><br/>ALTA Mid-Winter Conference<br/>Regency Hyatt House<br/>Atlanta, Georgia</p>               | <p><b>May 19-20, 1972</b><br/>Tennessee Land Title Association<br/>Nashville, Tennessee</p>                                   | <p><b>August 9-12, 1972</b><br/>New York State Land Title Association<br/>The Greenbrier<br/>White Sulphur Springs, West Virginia</p> |
| <p><b>April 16-18, 1972</b><br/>Eastern Regional Convention<br/>Seaview Country Club<br/>Absecon, New Jersey</p>        | <p><b>June 4-6, 1972</b><br/>Pennsylvania Land Title Association<br/>Pocono Manor Inn<br/>Pocono Manor, Pennsylvania</p>      | <p><b>August 10-12, 1972</b><br/>Montana Land Title Association<br/>Holiday Inn<br/>Bozeman, Montana</p>                              |
| <p><b>April 18-22, 1972</b><br/>California Land Title Association<br/>Arizona Biltmore<br/>Phoenix, Arizona</p>         | <p><b>June 7-10, 1972</b><br/>Southwest Regional Convention<br/>Broadmoor Hotel<br/>Colorado Springs, Colorado</p>            | <p><b>August 24-26, 1972</b><br/>Minnesota Land Title Association<br/>Winona, Minnesota</p>   |
| <p><b>April 27-29, 1972</b><br/>Arkansas Land Title Association<br/>Sheraton Motor Hotel<br/>Little Rock, Arkansas</p>  | <p><b>June 9-10, 1972</b><br/>South Dakota Title Association<br/>Rapid City, South Dakota</p>                                 | <p><b>September 8-9, 1972</b><br/>Kansas Land Title Association<br/>Ramada Inn<br/>Topeka, Kansas</p>                                 |
| <p><b>April 27, 1972</b><br/>New England Land Title Association<br/>Sheraton Islander<br/>Newport, Rhode Island</p>     | <p><b>June 15-17, 1972</b><br/>Land Title Association of Colorado<br/>Stanley Hotel<br/>Estes Park, Colorado</p>              | <p><b>September 15-16, 1972</b><br/>North Dakota Title Association<br/>Townhouse Motel<br/>Fargo, North Dakota</p>                    |
| <p><b>April 27-29, 1972</b><br/>Oklahoma Land Title Association<br/>Lincoln Plaza Motel<br/>Oklahoma City, Oklahoma</p> | <p><b>June 16-17, 1972</b><br/>Wyoming Land Title Association<br/>Saratoga Inn<br/>Saratoga, Wyoming</p>                      | <p><b>September 15-17, 1972</b><br/>Missouri Land Title Association<br/>Stouffer's Riverfront Inn<br/>St. Louis, Missouri</p>         |
| <p><b>April 30-May 2, 1972</b><br/>Iowa Land Title Association<br/>Julian Motor Inn<br/>Dubuque, Iowa</p>               | <p><b>June 18-20, 1972</b><br/>Michigan Land Title Association<br/>Grand Hotel<br/>Mackinac Island, Michigan</p>              | <p><b>September 20-22, 1972</b><br/>Wisconsin Title Association<br/>Lakelawn Lodge<br/>Delavan, Wisconsin</p>                         |
| <p><b>May 4-6, 1972</b><br/>Texas Land Title Association<br/>Fairmont Hotel<br/>Dallas, Texas</p>                       | <p><b>June 22-25, 1972</b><br/>Idaho Land Title Association<br/>Sun Valley, Idaho</p>   | <p><b>September 23, 1972</b><br/>Nebraska Land Title Association<br/>Holiday Inn<br/>Kearney, Nebraska</p>                            |
| <p><b>May 11-14, 1972</b><br/>Washington Land Title Association<br/>The Hanford House<br/>Richland, Washington</p>      | <p><b>June 22-24, 1972</b><br/>Oregon Land Title Association<br/>Village Green<br/>Cottage Grove, Oregon</p>                  | <p><b>October 29-31, 1972</b><br/>Indiana Land Title Association<br/>Indianapolis Hilton<br/>Indianapolis, Indiana</p>                |
| <p><b>May 18-20, 1972</b><br/>New Mexico Land Title Association<br/>Kachina Lodge and Motel<br/>Taos, New Mexico</p>    | <p><b>July 6-8, 1972</b><br/>New Jersey Land Title Insurance Association<br/>Seaview Country Club<br/>Absecon, New Jersey</p> | <p><b>December 6, 1972</b><br/>Louisiana Land Title Association<br/>Royal Orleans<br/>New Orleans, Louisiana</p>                      |



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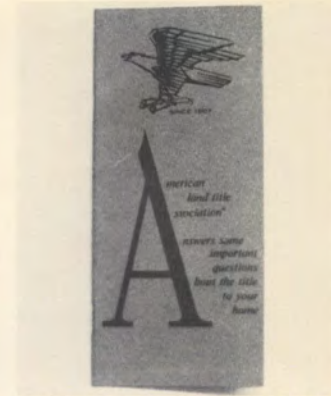
(All orders plus postage; write Business Manager, ALTA, 1828 L Street, N.W., Washington, D.C. 20036)



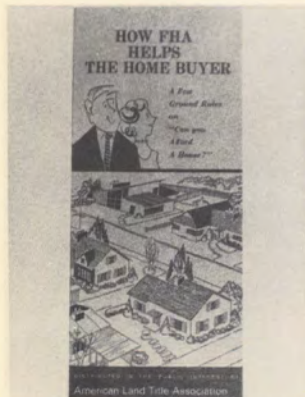
**HOME BUYER: HORSE SENSE HELPS!** A concisely-worded direct mail piece that quickly outlines title company services. 1-11 dozen, 65 cents per dozen; 12 or more dozen, 50 cents per dozen; designed to fit in a No. 10 envelope.



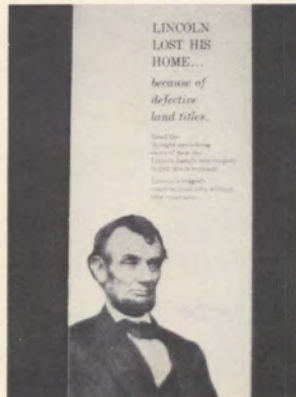
**CLOSING COSTS AND YOUR PURCHASE OF A HOME.** A guidebook for home buyer use in learning about local closing costs. Gives general pointers on purchasing a home and discusses typical settlement sheet items including land title services. 1-11 dozen, \$2.25 per dozen; 12 or more dozen, \$2.00 per dozen.



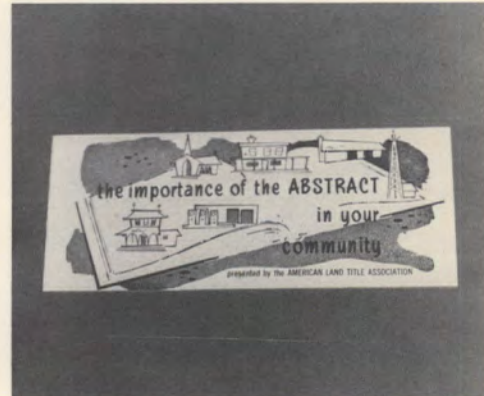
**AMERICAN LAND TITLE ASSOCIATION ANSWERS SOME IMPORTANT QUESTIONS ABOUT THE TITLE TO YOUR HOME.** Includes the story of the land title industry. \$11.00 per 100 copies of the booklet.



**HOW FHA HELPS THE HOME BUYER.** This public education folder was developed in cooperation with FHA and basically explains FHA-insured mortgages and land title services. \$5.50 per 100 copies.

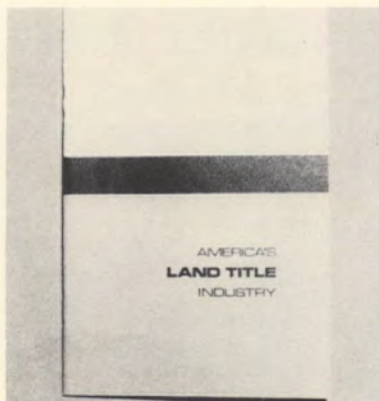


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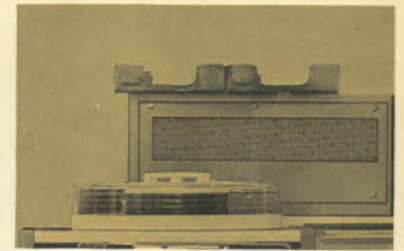
(CENTER) PERSPECTIVE: AMERICA'S LAND TITLE INDUSTRY. A collection of six articles by experts that comprehensively explain the land title industry and its services. This attractive booklet is available at 35 cents per copy for 1-48 copies and 30 cents per copy for 49 or more copies. (RIGHT) THE AWARD-WINNING ALTA FILM, "A PLACE UNDER THE SUN." Eye-catching color animation and an excellent script bring the story of the land title industry and its services to life in this highly-praised 21-minute sound film. Prints may be obtained for \$135.00 each.







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